



AGENDA
DANIA BEACH CITY COMMISSION
FINAL BUDGET HEARING & REGULAR MEETING
TUESDAY, SEPTEMBER 24, 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. BUDGET PUBLIC HEARING ITEMS

1. RESOLUTION NO. 2024-____

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

2. RESOLUTION NO. 2024-_____

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

4. PRESENTATIONS AND SPECIAL EVENT APPROVALS

1. Service Award - Louis Brown, Public Services Department - *Sponsored by Commissioner James*
2. Request for Approval of Proclamation - Hispanic Heritage Month - *Sponsored by Vice Mayor Lewellen*
3. **Solid Waste Authority Budget Presentation - *Sponsored by Mayor Ryan***

5. PROCLAMATIONS

1. Human Resource Professional Day - *Sponsored by Mayor Ryan*
2. Childhood Cancer Awareness Month - September 2024 - *Sponsored by Commissioner Davis*
3. Hispanic Heritage Month - *Sponsored by Vice Mayor Lewellen*

6. ADMINISTRATIVE REPORTS

1. City Manager
2. City Attorney
3. City Clerk - Reminders
 - October 7, 2024 CRA Board Meeting - 5:30 p.m.
 - October 7, 2024 City Commission Meeting - 7:00 p.m.

7. PUBLIC SAFETY REPORTS

8. 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.

9. CONSENT AGENDA

1. Minutes: September 12, 2024 City Commission Meeting Minutes
2. Travel Requests: None.
3. RESOLUTION NO. 2024-_____

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

4. RESOLUTION NO. 2024-_____

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

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

5. RESOLUTION NO. 2024-_____

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

6. RESOLUTION NO. 2024-_____

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

7. RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE APPROPRIATION OF REVENUES AND EXPENDITURES WITHIN THE PUBLIC ART FUND FOR FISCAL YEAR 2024-25; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (*Community Development*)

8. RESOLUTION NO. 2024-_____

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

9. RESOLUTION NO. 2024-_____

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

10. BIDS AND REQUESTS FOR PROPOSALS

1. RESOLUTION NO. 2024-_____

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

2. RESOLUTION NO. 2024-_____

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

3. RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF INVITATION TO BID (“ITB”) NO. 24-018, ENTITLED, “MULLIKIN PARK IMPROVEMENTS” TO BEJAR CONSTRUCTION, INC., IN AN AMOUNT NOT TO EXCEED SIX HUNDRED FIFTEEN THOUSAND FOUR HUNDRED SIXTY-ONE DOLLARS (\$615,461.00), PLUS FIFTY THOUSAND DOLLARS (\$50,000.00) IN CONTINGENCY FUNDS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Parks & Recreation)*

4. RESOLUTION NO. 2024-_____

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

11. QUASI-JUDICIAL & PUBLIC HEARING ITEMS: None

12. FIRST READING ORDINANCES

1. ORDINANCE NO. 2024-_____

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

13. SECOND READING ORDINANCES: None

14. DISCUSSION AND POSSIBLE ACTION: None

15. APPOINTMENTS

1. Education Advisory Board - 2 vacancies

- Vice Mayor Lewellen
- Commissioner James (Switched with Commissioner Salvino at 9/12/24 meeting)

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

16. COMMISSION COMMENTS

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

17. ADJOURNMENT



City of Dania Beach Finance Memorandum

DATE: 9/24/2024

TO: Mayor and Commissioners

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

VIA: Frank DiPaolo, Chief Financial Officer

SUBJECT: Approval of a Resolution adopting final millage rates for the Fiscal Year beginning October 1, 2024 and ending September 30, 2025

Request:

The City Administration requests approval of a Resolution adopting the final millage rates for the Fiscal Year beginning October 1, 2024 and ending September 30, 2025.

Background:

The City Manager has prepared and submitted to the City Commission an annual report covering the operation of the City and has set forth in it an estimate of the expenditures and revenues of the City for the ensuing year beginning October 1, 2024 and ending September 30, 2025. The City Manager has presented to the City Commission detailed information supporting such estimates, affording the City Commission a comprehensive understanding of the City Government for the ensuing period identified above, including expenditures for corresponding items during the last two fiscal years and increased and decreased demands for the ensuing year as compared with corresponding appropriations for the last fiscal year.

The City Commission has met and carefully considered the annual report and estimate and has determined and fixed the amount necessary to carry on the government of the City for the ensuing year, has prepared a tentative budget setting forth the amounts necessary to be raised for the various departments of the City, and has appropriated such amounts to the various departments of the City considering the applicable funds on hand and the estimated departmental revenues.

The City Commission has determined that in order to produce a sufficient sum to fund the final proposed budget, it is necessary that an operating millage of 5.9998 be levied against ad valorem valuation of property subject to taxation in the City and the "rolled back rate" is 5.7147 mills, and the proposed millage reflects a 4.99% increase over the rolled-back rate. The City Commission has further determined that, in order to sufficiently fund its debt obligations, the voted debt service millage rate shall be 0.0985 mills.

Budgetary Impact

Adoption of the following final millage rates will provide the required funding for the operations

and debt service of the City of Dania Beach for the Fiscal Year ending September 30, 2025:

Operating: **5.9998 (no change)**

Debt Service: **0.0985 (0.0085 decrease)**

Total combined millage levy: **6.0983**

This results in a gross combined ad valorem levy of \$42,784,577 and net budgeted revenue of \$40,860,000.

Recommendation

Approve the Resolution adopting final millage rates for the Fiscal Year beginning October 1, 2024 and ending September 30, 2025.

RESOLUTION NO. 2024-_____

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

WHEREAS, the City Charter of the City of Dania Beach, Florida, requires that the City Commission shall, by Resolution, adopt an annual budget, determine the amount of millage necessary to be levied and publish the budget so adopted, together with a notice stating the time and place where objections may be heard and questions concerning the objections may be answered; and

WHEREAS, the City Manager of the City of Dania Beach, Florida, has prepared and submitted to the City Commission an annual report covering the operation of the City and has set forth in it an estimate of the expenditures and revenues of the City for the ensuing year beginning October 1, 2024 and ending September 30, 2025, with sufficient copies of such report and estimate being on file in the office of the City Clerk, so that any interested parties may obtain copies upon request; and

WHEREAS, pursuant to the referendum approved by the voters of the City in the March 2005 General Election, the issuance of General Obligation Bonds in an amount not to exceed \$10,300,000.00 was authorized; and

WHEREAS, the City has issued an initial General Obligation Bond in the amount of \$10,300,000.00 and the City will be levying a debt millage equal to 0.0985 mills toward the payment of principal and interest on the Bond; and

WHEREAS, the City Manager has presented to the City Commission detailed information supporting such estimate, affording the City Commission a comprehensive understanding of the City Government for the ensuing period identified above, including expenditures for corresponding items during the last two fiscal years and increase and decrease demands for the ensuing year as compared with corresponding appropriations for the last fiscal year; and

WHEREAS, the City Commission has met and carefully considered the annual report and estimate and has determined and fixed the amount necessary to carry on the government of the City for the ensuing year, has prepared a budget setting forth the amounts necessary to be raised for the various departments of the City, and has appropriated such amounts to the various departments of the City considering the applicable funds on hand and the estimated departmental revenues; and

WHEREAS, the City Commission has determined that in order to produce a sufficient sum to fund the proposed budget, it is necessary that an operating millage of 5.9998 mills be levied against ad valorem valuation of property subject to taxation in the City of Dania Beach; and

WHEREAS, the “rolled back rate” as computed in accordance with the provisions of Section 200.065(1), Florida Statutes, is 5.7147 mills, and the proposed millage reflects a 4.99% increase from the rolled-back rate.

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

Section 1. That the operating millage necessary to be levied against ad valorem valuation of property subject to taxation in the City of Dania Beach to produce a sufficient sum, which, together with departmental revenue will be adequate to pay the appropriations made in the budget, is as follows:

FOR OPERATING BUDGET:

(GENERAL MUNICIPAL MILLAGE) 5.9998 MILLS

Section 2. That the millage rate is a 4.99% increase from the rolled back of 5.7147 mills as computed in accordance with the provisions of Section 200.065(1), Florida Statutes.

Section 3. That the voted debt service millage rate is 0.0985 mills in accordance with the provisions of law pursuant to Chapter 200, Florida Statutes.

Section 4. That the City’s aggregate millage rate is 6.0983 Mills (5.9998 Mills for operating and 0.0985 Mills for debt service).

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 take effect and be in force immediately upon its passage and adoption.

PASSED AND ADOPTED on September 24, 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 REIRA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY



Reset Form

Print Form

CERTIFICATION OF TAXABLE VALUEDR-420
R. 5/12
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year : 2024	County : Broward
Principal Authority : City of Dania Beach	Taxing Authority : City of Dania Beach - Operating

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value of real property for operating purposes	\$	5,632,470,970	(1)
2.	Current year taxable value of personal property for operating purposes	\$	1,376,982,226	(2)
3.	Current year taxable value of centrally assessed property for operating purposes	\$	6,367,109	(3)
4.	Current year gross taxable value for operating purposes <i>(Line 1 plus Line 2 plus Line 3)</i>	\$	7,015,820,305	(4)
5.	Current year net new taxable value (Add new construction, additions, rehabilitative improvements increasing assessed value by at least 100%, annexations, and tangible personal property value over 115% of the previous year's value. Subtract deletions.)	\$	249,644,700	(5)
6.	Current year adjusted taxable value <i>(Line 4 minus Line 5)</i>	\$	6,766,175,605	(6)
7.	Prior year FINAL gross taxable value from prior year applicable Form DR-403 series	\$	6,444,680,146	(7)
8.	Does the taxing authority include tax increment financing areas? If yes, enter number of worksheets (DR-420TIF) attached. If none, enter 0	☐ YES ☒ NO	Number 0	(8)
9.	Does the taxing authority levy a voted debt service millage or a millage voted for 2 years or less under s. 9(b), Article VII, State Constitution? If yes, enter the number of DR-420DEBT, <i>Certification of Voted Debt Millage</i> forms attached. If none, enter 0	☒ YES ☐ NO	Number 1	(9)
SIGN HERE	Property Appraiser Certification	I certify the taxable values above are correct to the best of my knowledge.		
	Signature of Property Appraiser: Electronically Certified by Property Appraiser		Date : 6/27/2024 4:35:07 PM	

SECTION II : COMPLETED BY TAXING AUTHORITY

If this portion of the form is not completed in FULL your taxing authority will be denied TRIM certification and possibly lose its millage levy privilege for the tax year. If any line is not applicable, enter -0-.				
10.	Prior year operating millage levy <i>(If prior year millage was adjusted then use adjusted millage from Form DR-422)</i>	5.9998	per \$1,000	(10)
11.	Prior year ad valorem proceeds <i>(Line 7 multiplied by Line 10, divided by 1,000)</i>	\$	38,666,792	(11)
12.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value <i>(Sum of either Lines 6c or Line 7a for all DR-420TIF forms)</i>	\$	0	(12)
13.	Adjusted prior year ad valorem proceeds <i>(Line 11 minus Line 12)</i>	\$	38,666,792	(13)
14.	Dedicated increment value, if any <i>(Sum of either Line 6b or Line 7e for all DR-420TIF forms)</i>	\$	0	(14)
15.	Adjusted current year taxable value <i>(Line 6 minus Line 14)</i>	\$	6,766,175,605	(15)
16.	Current year rolled-back rate <i>(Line 13 divided by Line 15, multiplied by 1,000)</i>	5.7147	per \$1000	(16)
17.	Current year proposed operating millage rate	5.9998	per \$1000	(17)
18.	Total taxes to be levied at proposed millage rate <i>(Line 17 multiplied by Line 4, divided by 1,000)</i>	\$	42,093,519	(18)

19.	TYPE of principal authority (check one)	☐ County	☐ Independent Special District	(19)
		☒ Municipality	☐ Water Management District	
20.	Applicable taxing authority (check one)	☒ Principal Authority	☐ Dependent Special District	(20)
		☐ MSTU	☐ Water Management District Basin	
21.	Is millage levied in more than one county? (check one)	☐ Yes	☒ No	(21)
DEPENDENT SPECIAL DISTRICTS AND MSTUs			STOP HERE - SIGN AND SUBMIT	
22.	Enter the total adjusted prior year ad valorem proceeds of the principal authority, all dependent special districts, and MSTUs levying a millage. <i>(The sum of Line 13 from all DR-420 forms)</i>		\$ 38,666,792	(22)
23.	Current year aggregate rolled-back rate <i>(Line 22 divided by Line 15, multiplied by 1,000)</i>		5.7147 per \$1,000	(23)
24.	Current year aggregate rolled-back taxes <i>(Line 4 multiplied by Line 23, divided by 1,000)</i>		\$ 40,093,308	(24)
25.	Enter total of all operating ad valorem taxes proposed to be levied by the principal taxing authority, all dependent districts, and MSTUs, if any. <i>(The sum of Line 18 from all DR-420 forms)</i>		\$ 42,093,519	(25)
26.	Current year proposed aggregate millage rate <i>(Line 25 divided by Line 4, multiplied by 1,000)</i>		5.9998 per \$1,000	(26)
27.	Current year proposed rate as a percent change of rolled-back rate <i>(Line 26 divided by Line 23, minus 1, multiplied by 100)</i>		4.9900 %	(27)
First public budget hearing		Date : 9/12/2024	Time : 19:00:00 EST	Place : 100 W Dania Beach Blvd Dania Beach 33004
SIGN HERE	Taxing Authority Certification		I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.	
	Signature of Chief Administrative Officer :			Date :
	Title :		Contact Name and Contact Title :	
	Mailing Address :		Physical Address :	
	City, State, Zip :		Phone Number :	Fax Number :

Instructions on page 3

CERTIFICATION OF TAXABLE VALUE INSTRUCTIONS

DR-420
R. 5/12
Page 3

“Principal Authority” is a county, municipality, or independent special district (including water management districts).

“Taxing Authority” is the entity levying the millage. This includes the principal authority, any special district dependent to the principal authority, any county municipal service taxing unit (MSTU), and water management district basins.

Each taxing authority must submit to their property appraiser a DR-420 and the following forms, as applicable:

- DR-420TIF, Tax Increment Adjustment Worksheet
- DR-420DEBT, Certification of Voted Debt Millage
- DR-420MM-P, Maximum Millage Levy Calculation - Preliminary Disclosure

Section I: Property Appraiser

Use this DR-420 form for all taxing authorities except school districts. Complete Section I, Lines 1 through 9, for each county, municipality, independent special district, dependent special district, MSTU, and multicounty taxing authority. Enter only taxable values that apply to the taxing authority indicated. Use a separate form for the principal authority and each dependent district, MSTU and water management district basin.

Line 8

Complete a DR-420TIF for each taxing authority making payments to a redevelopment trust fund under Section 163.387 (2)(a), Florida Statutes or by an ordinance, resolution or agreement to fund a project or to finance essential infrastructure.

Check “Yes” if the taxing authority makes payments to a redevelopment trust fund. Enter the number of DR-420TIF forms attached for the taxing authority on Line 8. Enter 0 if none.

Line 9

Complete a DR-420DEBT for each taxing authority levying either a voted debt service millage (s.12, Article VII, State Constitution) or a levy voted for two years or less (s. 9(b), Article VII, State Constitution).

Check “Yes” if the taxing authority levies either a voted debt service millage or a levy voted for 2 years or less (s. 9(b), Article VII, State Constitution). These levies do not include levies approved by a voter referendum not required by the State Constitution. Complete and attach DR-420DEBT. Do not complete a separate DR-420 for these levies.

Send a copy to each taxing authority and keep a copy. When the taxing authority returns the DR-420 and the accompanying forms, immediately send the original to:

Florida Department of Revenue
Property Tax Oversight - TRIM Section
P. O. Box 3000
Tallahassee, Florida 32315-3000

Section II: Taxing Authority

Complete Section II. Keep one copy, return the original and one copy to your property appraiser with the applicable DR-420TIF, DR-420DEBT, and DR-420MM-P within 35 days of certification. Send one copy to the tax collector. “Dependent special district” (ss. 200.001(8)(d) and 189.403(2), F.S.) means a special district that meets at least one of the following criteria:

- The membership of its governing body is identical to that of the governing body of a single county or a single municipality.
- All members of its governing body are appointed by the governing body of a single county or a single municipality.
- During their unexpired terms, members of the special district's governing body are subject to removal at will by the governing body of a single county or a single municipality.
- The district has a budget that requires approval through an affirmative vote or can be vetoed by the governing body of a single county or a single municipality.

“Independent special district” (ss. 200.001(8)(e) and 189.403 (3), F.S.) means a special district that is not a dependent special district as defined above. A district that includes more than one county is an independent special district unless the district lies wholly within the boundaries of a single municipality.

“Non-voted millage” is any millage not defined as a “voted millage” in s. 200.001(8)(f), F.S.

Lines 12 and 14

Adjust the calculation of the rolled-back rate for tax increment values and payment amounts. See the instructions for DR-420TIF. On Lines 12 and 14, carry forward values from the DR-420TIF forms.

Line 24

Include only those levies derived from millage rates.



CERTIFICATION OF VOTED DEBT MILLAGE

[Reset Form](#)[Print Form](#)

DR-420DEBT

R. 6/10

Rule 12D-16.002

Florida Administrative Code

Effective 11/12

Year : 2024	County : Broward
Principal Authority : City of Dania Beach	Taxing Authority : City of Dania Beach - Voted, Debt
Levy Description : City of Dania Beach - Voted, Debt	

SECTION I: COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value of real property for operating purposes	\$	5,632,470,970	(1)
2.	Current year taxable value of personal property for operating purposes	\$	1,376,982,226	(2)
3.	Current year taxable value of centrally assessed property for operating purposes	\$	6,367,109	(3)
4.	Current year gross taxable value for operating purposes (Line 1 plus Line 2 plus Line 3)	\$	7,015,820,305	(4)
SIGN HERE	Property Appraiser Certification		I certify the taxable values above are correct to the best of my knowledge.	
	Signature of Property Appraiser :		Date :	
	Electronically Certified by Property Appraiser		6/27/2024 4:35:07 PM	

SECTION II: COMPLETED BY TAXING AUTHORITY

5.	Current year proposed voted debt millage rate	0.0985	per \$1,000	(5)
6.	Current year proposed millage voted for 2 years or less under s. 9(b) Article VII, State Constitution		per \$1,000	(6)
S I G N H E R E	Taxing Authority Certification		I certify the proposed millages and rates are correct to the best of my knowledge.	
	Signature of Chief Administrative Officer :		Date :	
	Title :	Contact Name and Contact Title :		
	Mailing Address :	Physical Address :		
	City, State, Zip :	Phone Number :	Fax Number :	

INSTRUCTIONS

Property appraisers must complete and sign Section I of this form with the DR-420, *Certification of Taxable Value*, and DR-420S, *Certification of School Taxable Value*, and provide it to all taxing authorities levying a

- Voted debt service millage levied under Section 12, Article VII of the State Constitution or
- Millage voted for two years or less under s. 9(b), Article VII of the State Constitution

Section I: Property Appraiser

Use a separate DR-420DEBT for each voted debt service millage that's levied by a taxing authority. The property appraiser should check the Yes box on Line 9 of DR-420, *Certification of Taxable Value*, or Line 8 of DR-420S, *Certification of School Taxable Value*. The property appraiser should provide the levy description and complete Section I, Lines 1 through 4 of this form, for each voted debt service millage levied.

Enter only taxable values that apply to the voted debt service millage indicated.

Sign, date, and forward the form to the taxing authority with the DR-420.

Section II: Taxing Authority

Each taxing authority levying a voted debt service millage requiring this form must provide the proposed voted debt millage rate on Line 5.

If a DR-420DEBT wasn't received for any

- Voted debt service millages or
- Millages voted for two years or less

contact the property appraiser as soon as possible and request a DR-420DEBT.

Sign, date, and return the form to your property appraiser with the DR-420 or DR-420S.

All TRIM forms for taxing authorities are available on our website at <http://dor.myflorida.com/dor/property/trim>



Reset Form

Print Form

MAXIMUM MILLAGE LEVY CALCULATION PRELIMINARY DISCLOSURE

For municipal governments, counties, and special districts

DR-420MM-P

R. 5/12

Rule 12D-16.002

Florida Administrative Code

Effective 11/12

Year: 2024		County: Broward	
Principal Authority: City of Dania Beach		Taxing Authority: City of Dania Beach - Operating	
1.	Is your taxing authority a municipality or independent special district that has levied ad valorem taxes for less than 5 years?	☐ Yes	☒ No (1)
IF YES,  STOP HERE. SIGN AND SUBMIT. You are not subject to a millage limitation.			
2.	Current year rolled-back rate from Current Year Form DR-420, Line 16	5.7147	per \$1,000 (2)
3.	Prior year maximum millage rate with a majority vote from 2020 Form DR-420MM, Line 13	5.5802	per \$1,000 (3)
4.	Prior year operating millage rate from Current Year Form DR-420, Line 10	5.9998	per \$1,000 (4)
If Line 4 is equal to or greater than Line 3, skip to Line 11. If less, continue to Line 5.			
Adjust rolled-back rate based on prior year majority-vote maximum millage rate			
5.	Prior year final gross taxable value from Current Year Form DR-420, Line 7	\$ 6,444,680,146	(5)
6.	Prior year maximum ad valorem proceeds with majority vote (Line 3 multiplied by Line 5 divided by 1,000)	\$	(6)
7.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value from Current Year Form DR-420 Line 12	\$ 0	(7)
8.	Adjusted prior year ad valorem proceeds with majority vote (Line 6 minus Line 7)	\$	(8)
9.	Adjusted current year taxable value from Current Year form DR-420 Line 15	\$ 6,766,175,605	(9)
10.	Adjusted current year rolled-back rate (Line 8 divided by Line 9, multiplied by 1,000)	per \$1,000	(10)
Calculate maximum millage levy			
11.	Rolled-back rate to be used for maximum millage levy calculation (Enter Line 10 if adjusted or else enter Line 2)	5.7147	per \$1,000 (11)
12.	Adjustment for change in per capita Florida personal income (See Line 12 Instructions)	1.0569	(12)
13.	Majority vote maximum millage rate allowed (Line 11 multiplied by Line 12)	6.0399	per \$1,000 (13)
14.	Two-thirds vote maximum millage rate allowed (Multiply Line 13 by 1.10)	6.6439	per \$1,000 (14)
15.	Current year proposed millage rate	5.9998	per \$1,000 (15)
16.	Minimum vote required to levy proposed millage: (Check one)		
☒	a. Majority vote of the governing body: Check here if Line 15 is less than or equal to Line 13. The maximum millage rate is equal to the majority vote maximum rate. Enter Line 13 on Line 17.		
☐	b. Two-thirds vote of governing body: Check here if Line 15 is less than or equal to Line 14, but greater than Line 13. The maximum millage rate is equal to proposed rate. Enter Line 15 on Line 17.		
☐	c. Unanimous vote of the governing body, or 3/4 vote if nine members or more: Check here if Line 15 is greater than Line 14. The maximum millage rate is equal to the proposed rate. Enter Line 15 on Line 17.		
☐	d. Referendum: The maximum millage rate is equal to the proposed rate. Enter Line 15 on Line 17.		
17.	The selection on Line 16 allows a maximum millage rate of (Enter rate indicated by choice on Line 16)	6.0399	per \$1,000 (17)
18.	Current year gross taxable value from Current Year Form DR-420, Line 4	\$ 7,015,820,305	(18)

Continued on page 2

Page 17 of 314

Taxing Authority :		DR-420MM-P R. 5/12 Page 2	
19.	Current year proposed taxes <i>(Line 15 multiplied by Line 18, divided by 1,000)</i>	\$ 42,093,519	(19)
20.	Total taxes levied at the maximum millage rate <i>(Line 17 multiplied by Line 18, divided by 1,000)</i>	\$ 42,374,853	(20)
DEPENDENT SPECIAL DISTRICTS AND MSTUs			STOP HERE. SIGN AND SUBMIT.
21.	Enter the current year proposed taxes of all dependent special districts & MSTUs levying a millage. <i>(The sum of all Lines 19 from each district's Form DR-420MM-P)</i>	\$ 0	(21)
22.	Total current year proposed taxes <i>(Line 19 plus Line 21)</i>	\$ 42,093,519	(22)
Total Maximum Taxes			
23.	Enter the taxes at the maximum millage of all dependent special districts & MSTUs levying a millage <i>(The sum of all Lines 20 from each district's Form DR-420MM-P)</i>	\$ 0	(23)
24.	Total taxes at maximum millage rate <i>(Line 20 plus Line 23)</i>	\$ 42,374,853	(24)
Total Maximum Versus Total Taxes Levied			
25.	Are total current year proposed taxes on Line 22 equal to or less than total taxes at the maximum millage rate on Line 24? (Check one)	☒ YES ☐ NO	(25)
SIGN HERE	Taxing Authority Certification		I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.
	Signature of Chief Administrative Officer :		Date :
	Title :	Contact Name and Contact Title :	
	Mailing Address :	Physical Address :	
	City, State, Zip :	Phone Number :	Fax Number :

Complete and submit this form DR-420MM-P, Maximum Millage Levy Calculation-Preliminary Disclosure, to your property appraiser with the form DR-420, Certification of Taxable Value.

**MAXIMUM MILLAGE LEVY CALCULATION
PRELIMINARY DISCLOSURE
INSTRUCTIONS**

DR-420MM-P
R. 5/12
Page 3

General Instructions

Each of the following taxing authorities must complete a DR-420MM-P.

- County
- Municipality
- Special district dependent to a county or municipality
- County MSTU
- Independent special district, including water management districts
- Water management district basin

Voting requirements for millages adopted by a two-thirds or a unanimous vote are based on the full membership of the governing body, not on the number of members present at the time of the vote.

This form calculates the maximum tax levy for 2021 allowed under s. 200.065(5), F.S. Counties and municipalities, including dependent special districts and MSTUs, which adopt a tax levy at the final hearing higher than allowed under s. 200.065, F.S., may be subject to the loss of their half-cent sales tax distribution.

DR-420MM-P shows the preliminary maximum millages and taxes levied based on your proposed adoption vote. Each taxing authority must complete, sign, and submit this form to their property appraiser with their completed DR-420, Certification of Taxable Value.

The vote at the final hearing and the resulting maximum may change. After the final hearing, each taxing authority will file a final Form DR-420MM, Maximum Millage Levy Calculation Final Disclosure, with Form DR-487, Certification of Compliance, with the Department of Revenue.

Specific tax year references in this form are updated each year by the Department.

Line Instructions

Lines 5-10

Only taxing authorities that levied a 2020 millage rate less than their maximum majority vote rate must complete these lines. The adjusted rolled-back rate on Line 10 is the rate that would have been levied if the maximum vote rate for 2020 had been adopted. If these lines are completed, enter the adjusted rate on Line 11.

Line 12

This line is entered by the Department of Revenue. The same adjustment factor is used statewide by all taxing authorities. It is based on the change in per capita Florida personal income (s. 200.001(8)(i), F.S.), which Florida Law requires the Office of Economic and Demographic Research to report each year.

Lines 13 and 14

Millage rates are the maximum that could be levied with a majority or two-thirds vote of the full membership of the governing body. With a unanimous vote of the full membership (three-fourths vote of the full membership if the governing body has nine or more members) or a referendum, the maximum millage rate that can be levied is the taxing authority's statutory or constitutional cap.

Line 16

Check the box for the minimum vote necessary at the final hearing to levy your adopted millage rate.

Line 17

Enter the millage rate indicated by the box checked in Line 16. If the proposed millage rate is equal to or less than the majority vote maximum millage rate, enter the majority vote maximum. If a two-thirds vote, a unanimous vote, or a referendum is required, enter the proposed millage rate. For a millage requiring more than a majority vote, the proposed millage rate must be entered on Line 17, rather than the maximum rate, so that the comparisons on Lines 21 through 25 are accurate.

All TRIM forms for taxing authorities are available on our website at
<http://floridarevenue.com/property/Pages/Forms.aspx>



City of Dania Beach Finance Memorandum

DATE: 9/24/2024

TO: Mayor and Commissioners

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

VIA: Frank DiPaolo, Chief Financial Officer

SUBJECT: Approval of the Final Annual Budget for the City for the Fiscal Year 2024-2025

Request:

The City Administration requests that the City Commission approve the final Annual Budget for the City for the Fiscal Year 2024-2025.

Background:

The City Manager has prepared and submitted to the City Commission an annual report covering the operation of the City and has set forth in it an estimate of the expenditures and revenues of the City for the ensuing year, beginning October 1, 2024 and ending September 30, 2025.

The City Manager has presented to the City Commission detailed information supporting such estimate, affording the City Commission a comprehensive understanding of the City Government for the ensuing period, including expenditures for corresponding items during the last two fiscal years and increased and decreased demands for the ensuing year as compared with corresponding appropriations for the last fiscal year.

The City Commission has met and carefully considered such annual report and estimate for the ensuing year, has prepared a final budget setting forth the amounts necessary to be raised for the various departments of the City and has appropriated the amounts to the various departments of the City considering the applicable funds on hand and the estimated departmental revenues.

Budgetary Impact

The total budgeted revenues and expenditures across all budgeted funds equals \$164,339,611.

Recommendation

Approve the Resolution adopting the final Annual Budget for the Fiscal Year 2024-2025.

RESOLUTION NO. 2024-_____

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

WHEREAS, the City Charter of the City of Dania Beach, Florida, requires that the City Commission shall, by Resolution, adopt an annual budget, determine the amount of millage necessary to be levied and publish the budget so adopted, together with a notice stating the time and place where objections to it may be heard; and

WHEREAS, the City Manager of the City of Dania Beach, Florida, has prepared and submitted to the City Commission an annual report covering the operation of the City and has set forth in it an estimate of the expenditures and revenues of the City for the ensuing year, beginning October 1, 2024 and ending September 30, 2025, with a copy of the report and estimate being on file in the office of the City Clerk so that any interested parties may view such copy upon request; and

WHEREAS, the City Manager has presented to the City Commission detailed information supporting such estimate, affording the City Commission a comprehensive understanding of the City Government for the ensuing period, including expenditures for corresponding items during the last two fiscal years with increased and decreased demands for the ensuing year as compared with corresponding appropriations for the last fiscal year; and

WHEREAS, the City Commission has met and carefully considered such annual report and estimates for the ensuing year, has prepared a tentative budget setting forth the amounts necessary to be raised for the various departments of the City and has appropriated the amounts to the various departments of the City considering the applicable funds on hand and the estimated departmental revenues; and

WHEREAS, the City Commission considered public input at its first public hearing on September 12, 2024, reviewing the proposed annual budget and approved adjustments to the proposed budget for the coming fiscal year.

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

Section 1. That a final approved budget, as adjusted, for the City of Dania Beach, Florida, for the fiscal year beginning October 1, 2024, and ending September 30, 2025, is adopted. A copy of the budget summary is attached as Exhibit “A” to this Resolution and is made a part of it by this reference, and the appropriations set out in it are made for the maintenance and carrying on of the government of the City of Dania Beach, Florida, and for the purpose of paying debt service requirements, if any, of the City for the fiscal year beginning October 1, 2024 and ending September 30, 2025.

Section 2. That all delinquent taxes, collected as proceeds from levies of operating millages for former years are specifically appropriated for the use and benefit of the “General Fund”.

Section 3. Automatic Amendment: That the Fiscal Year 2024-2025 budget is automatically amended to reappropriate open encumbrances that the Finance Department has not closed during its normal and appropriate annual fiscal year-end review of open purchase orders, to fund outstanding contracts and fund capital projects reserved or unexpended from Fiscal Year 2023-2024 and before, such appropriations having been previously approved by the City Commission.

Section 4. Contingency Funds: That department heads or their designee shall only be allowed to transfer funds from their designated contingency accounts below an aggregate amount of Fifty thousand dollars (\$50,000.00) with City Manager approval. Aggregate amounts above the Fifty thousand dollars (\$50,000.00) threshold that are requested to be transferred from Contingency must be approved by the City Commission.

Section 5. Reserve Funds: That individual disbursements of fund balance reserves below Twenty-Five Thousand Dollars (\$25,000.00) may be authorized by the City Manager from time to time for a single purpose/initiative, until the aggregate total of all such disbursements has exceeded One Hundred Thousand Dollars (\$100,000.00) within a single fiscal year, upon which all disbursements, regardless of amount, shall be authorized by a resolution of the City Commission.

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 take effect and be in force immediately upon its passage and adoption.

PASSED AND ADOPTED on September 24, 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 REIRA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

Comprehensive Summary - FY2024-25 Final Proposed Budget

	General Fund	Special Revenue Funds	Debt Service Fund	Utility Enterprise Funds	Ocean Park Enterprise Fund	Internal Service Funds	TOTALS
Revenue							
Taxes	\$ 50,214,858	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,214,858
Permits, Fees and Special Assessments	12,167,027	4,423,500	-	5,610,000	-	-	22,200,527
Intergovernmental Revenue	4,799,117	-	-	5,700,000	-	-	10,499,117
Charges for Services	3,279,245	2,895,000	-	13,927,000	2,545,000	-	22,646,245
Judgments, Fines, and Forfeits	315,000	-	-	-	300,000	-	615,000
Miscellaneous Revenues	5,657,674	435,000	-	2,245,000	3,105,189	-	11,442,863
Other Sources	7,475,501	2,072,523	1,958,827	29,024,516	322,536	5,867,098	46,721,001
	\$ 83,908,422	\$ 9,826,023	\$ 1,958,827	\$ 56,506,516	\$ 6,272,725	\$ 5,867,098	\$ 164,339,611
Expenditure							
City Commission	\$ 1,046,726	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,046,726
City Manager	1,639,365	-	-	-	-	-	1,639,365
Human Resources / Risk Mgmt.	1,795,401	-	-	-	-	-	1,795,401
Legal	910,508	-	-	-	-	-	910,508
Community Development / Parking	2,802,918	6,066,439	-	-	2,564,559	-	11,433,916
City Clerk	440,579	-	-	-	-	-	440,579
Finance / Information Technology	3,388,717	-	-	828,125	-	3,354,219	7,571,061
General Government	13,494,296	-	799,237	-	-	-	14,293,533
Police Services	21,971,371	-	-	-	-	-	21,971,371
Fire Rescue	19,951,673	-	-	-	-	-	19,951,673
Solid Waste	-	3,598,186	-	-	-	-	3,598,186
Public Services / Fleet / Facilities	9,138,051	161,398	-	-	-	2,512,879	11,812,328
Recreation / Marina / Pier	7,328,817	-	1,159,590	-	3,708,166	-	12,196,573
Water Utility	-	-	-	9,843,930	-	-	9,843,930
Sewer Utility	-	-	-	18,174,461	-	-	18,174,461
Stormwater	-	-	-	27,660,000	-	-	27,660,000
	\$ 83,908,422	\$ 9,826,023	\$ 1,958,827	\$ 56,506,516	\$ 6,272,725	\$ 5,867,098	\$ 164,339,611



SWA Budget Presentation to Board FY 2024-2025

Transitioning to a Sustainable Future

The Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida (Broward SWA) presents its budget for fiscal year 2024-2025. This presentation outlines our status as we work toward transitioning to a sustainable system that demonstrates our commitment to protecting public health, safety, and welfare.

Presented by Todd Storti



Introduction and Overview

Mission Statement

To protect the long-term public health, safety, and welfare of the residents of the Municipal Parties and County, the Parties commit to working together collaboratively through the creation of an independent legal entity, the purpose of which is to develop and implement a long-term, environmentally sustainable, transparent, innovative, and economically efficient plan and approach to disposal, reduction, recycling, and reuse of waste generated in Broward County.

Goals of the Authority

The Authority will (a) encourage recycling, reduction, and reuse, in order to divert Authority Solid Waste from landfills, seeking to ultimately reach zero waste, (b) support regional solutions with other counties with priority being given to the needs and goals of the Parties, (c) conduct comprehensive public education campaigns, and (d) engage in and/or support research and development into disposal, reduction, recycling, reuse, and utilization of the latest technology to create a sustainable and resilient Authority Solid Waste disposal and Recyclable Materials processing system.



Current State of Waste Management

Current Operations

The existing system focuses on waste collection, recycling, and landfill management. While cost-effective, the current system does not adequately address long-term sustainability goals.

Cost Efficiency

The current system has been optimized for cost savings, but it falls short in reducing overall waste generation and maximizing recycling rates. Opportunities for improvement exist in waste reduction and recycling enhancements.



Potential Waste Management Improvements

1

Resource Management

Analyze implementing new technologies and systems to reduce waste. This includes advanced sorting facilities equipped with robotics and AI for efficient waste separation and processing. We will also introduce comprehensive recycling and composting programs, expanding access to these services and encouraging community participation through education and outreach initiatives.

2

Best Value

Reducing Waste will require new infrastructure and technologies. These are necessary for long-term sustainability. These upgrades will enable us to reduce reliance on landfills, minimize environmental impact, and contribute to a cleaner and healthier Broward County.

3

Expected Outcomes

Expected outcomes include reduced landfill use, leading to a decrease in greenhouse gas emissions and a more sustainable waste management system. By maximizing recycling and composting, we will also conserve valuable resources, promoting a circular economy approach to waste management. This will not only benefit the environment, but also create economic opportunities through the development of new industries and businesses in the waste management sector.

Environmental Impact

1

Environmental Benefits

An integrated system to reduce waste will lower greenhouse gas emissions, and conserve natural resources. The environmental benefits are substantial and will drastically reduce our landfill use.

2

Sustainability Goals

The Authority's reduce-waste initiatives align with global sustainability targets and will contribute to a healthier environment.



Status Update on Action Steps Summary

1. Governance Setup

- Governing Board Members & Alternates: Appointed
- Technical Advisory Committee Members: Appointed
- Chair & Vice Chair Selection: Annual selection due September 2024
- Executive Committee Chair & Vice Chair: Annual selection due September 2024
- ILA Adoption: Completed

2. Executive Director Recruitment

- Search Process: Completed by March 2024
- Executive Director Start Date: April 2024

3. Authority Establishment

- Effective Date of ILA: December 1, 2023
- Original Copies of ILA: Recorded
- State Registration: Completed

4. Operations

- Office Space: Temporary space established; Permanent space by mid 2025
- Meeting Procedures: Approved
- By-Laws: Final approval by September 2024

5. Finances

- IRS EIN Number: Obtained
- Accounting firm of Cohn Reznick hired
- Budget Preparation: Completed for 2023/2024; 2024/2025 in progress
- Bank Account: Opened

6. Future Planning

- Master Plan Consultant: Retained; Draft report expected by February 2025
- Sustainability Officer: Hiring planned by January 2025

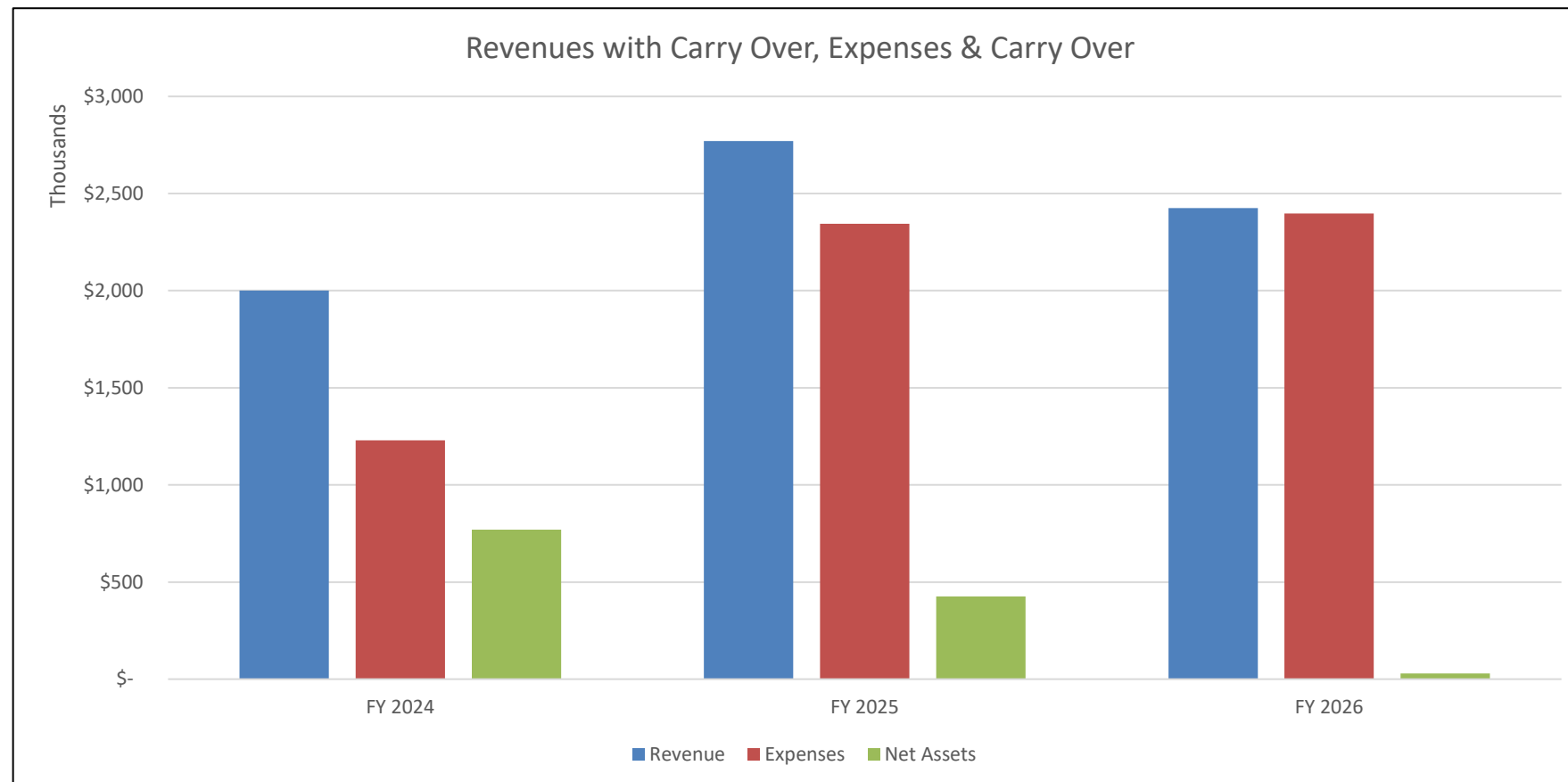
Status Overview: Most action items are completed, with ongoing work on future planning and budget approvals.

Financial Analysis

Anticipated Actual - Fiscal Year 2023 - 24: Revenue \$2,000,000 | Expenses \$1,229,592 | Carry Over \$770,408

Proposed Budget - Fiscal Year 2024 - 25: Revenue \$2,000,000 | Expenses \$2,344,542 | Carry Over \$425,866

Projected - Fiscal Year 2025 - 26: Revenue \$2,000,000 | Expenses \$2,396,852 | Carry Over \$29,014



2024-2026 Budget Comparison

	Fiscal Year 2024 Anticipated Actuals	Fiscal Year 2025 Proposed Budget	Fiscal Year 2026 Projection
Revenues:			
Member Assessment	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000
Prior Year Carryover	-	770,408	425,866
Total Available	\$ 2,000,000	\$ 2,770,408	\$ 2,425,866
Expenses:			
Master Plan Development - Professional Services	400,000	400,000	-
Master Plan Implementation (Years 2 thru 3)			
Master Plan Funding and Revenue System Regulations	-	100,000	100,000
Long Term MSW Disposal RFI / RFQ			300,000
Recycle Processing RFP		200,000	
Clean Green Composting RFP		200,000	
Commercial Recycle RFP including Organics RFP			150,000
Mix Waste Processing / Organics RFI / RFQ			150,000
Transformation Technologies RFI / RFQ			310,000
Sub-Total Master Plan Implementation	\$ -	\$ 500,000	\$ 1,010,000
Compensation			
Executive Director	200,000	300,000	300,000
Fringe Benefits	-	-	15,000
Payroll Taxes	13,939	15,389	15,699
Chief Sustainability Officer	12,500	150,000	150,000
Fringe Benefits	875	10,500	10,500
Payroll Taxes	972	11,664	11,664
Administrative Manager	8,333	100,000	100,000
Fringe Benefits	750	9,000	9,000
Payroll Taxes	653	7,839	7,839
Sub-Total Compensation	\$ 238,023	\$ 604,392	\$ 619,702
Professional Services			
Auditing Services	25,000	35,000	35,000
General Counsel	250,000	250,000	250,000
Travel and Expenses	5,000	30,000	30,000
Accounting / Financial Services / Banking	50,000	48,000	48,000
IT Services, Website, Dues, Memberships & Subscriptions	58,919	47,000	47,000
League of City - Administrative Support	90,000		
Sub-Total Professional Services	\$ 478,919	\$ 410,000	\$ 410,000
Operating Expenses			
Building/Space Rental - (temp yr 1)	-	48,000	48,000
Surety Bond	650	650	650
Branding and Social Media	25,000	25,000	25,000
Messaging, Outreach, Education	75,000	225,000	200,000
Communications - Wireless and Landline Services	1,000	2,000	5,000
Computers, Monitor, Printer / Scanner/Software	5,000	12,500	7,500
Office Supplies & Equipment (less than \$5,000)	6,000	17,000	17,000
Mailing, Postage & Printing Services		100,000	54,000
Subtotal of Operating Expenses	\$ 112,650	\$ 430,150	\$ 357,150
Total Expenses	\$ 1,229,592	\$ 2,344,542	\$ 2,396,852
Net Operating Income	\$ 770,408	\$ 425,866	\$ 29,014

Challenges & Considerations

Financial Challenges

Implementing a reduce-waste system involves significant financial challenges, including high initial investments, increased operational costs, and the need for extensive public education. Revenue uncertainty and the complexities of managing public-private partnerships also add to the financial considerations. Ensuring long-term sustainability requires careful planning and balancing of short-term costs with long-term benefits.

Operational Considerations

Transitioning to a reduce-waste system requires the implementation of standardized services across the community. This transition will necessitate a significant shift in public behavior, as well as substantial infrastructure upgrades to support new waste management practices. Additionally, continuous monitoring and evaluation will be essential to ensure the system's effectiveness and to make adjustments as needed.

Community Engagement and Public Participation



ECO

1

Community Involvement

The Solid Waste Authority (SWA) prioritizes community involvement by engaging residents and stakeholders through public meetings, surveys, and educational outreach. By incorporating feedback into their plans and fostering collaboration with local partners, SWA ensures transparency and builds trust to achieve sustainable waste management goals.

2

Public Feedback

The Solid Waste Authority (SWA) prioritizes public feedback, integrating community input from surveys and meetings into its waste management strategies to enhance effectiveness and build trust with residents.

3

Ongoing Engagement

The Solid Waste Authority (SWA) ensures ongoing community engagement by keeping residents informed and involved in waste management practices through continuous communication and educational programs, fostering collaboration and environmental stewardship.

Conclusion and Call to Action

Summary

The shift to a reduced waste system is critical for ensuring long-term sustainability. However, achieving this will require a more comprehensive integration than the current system allows. To succeed, the Authority must actively engage the community in supporting this transition. Embracing a reduced waste approach is not just necessary—it is essential for our sustainable future.

Call to Action

Support from the board and the public is vital to implementing these initiatives and achieving our reduced waste goals. The proposed budget is designed to support and advance this critical objective.





Proclamation

OFFICE OF THE MAYOR · CITY OF DANIA BEACH, FLORIDA

WHEREAS, the City of Dania Beach honors the Human Resources Department for the important work that they do to support all City team members; and

WHEREAS, HR professionals help team members adapt to an ever changing and competitive environment while responding to workplace needs and economic challenges; and

WHEREAS, These professionals support and provide for positive organizational development and serve as strategic partners to meet public service goals by recruiting and retaining top talent for employment, recognizing employee achievements, projecting trends in the market and providing workforce planning, developing competitive compensation and benefits structures, facilitating change management, and preserving the integrity of the organization by ensuring compliance with state and local laws; and

WHEREAS, City of Dania Beach Human Resources professionals serve as leaders, business strategists, problem-solvers, talent developers, culture curators, and advocates, while displaying integrity and dedication; and

WHEREAS, HR Professional Day is an opportunity to show appreciation for human resource professionals and the valuable work they do every day.

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 September 26, 2024 as

Human Resources Professionals Day

in the City of Dania Beach, Florida and further extend appreciation to Chief Human Resources Officer Linda Gonzalez, Deputy Director Ann Mierez, Senior HR Specialist Claudia Sanchez, Compensation and Benefits Specialist Mitzie Spear, Talent Acquisition and Risk Management Specialist Farach Baldelomar-Bernardin and Human Resources Administrator Melissa Brown for the vital services they perform, their dedication, and their relentless contributions to the City of Dania Beach.

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN, IV
MAYOR



Proclamation

OFFICE OF THE MAYOR · CITY OF DANIA BEACH, FLORIDA

WHEREAS, childhood cancer is the leading cause of death by disease in children, and 1 in 260 children in the United States will be diagnosed by their 20th birthday; and

WHEREAS, 47 children per day or 17,000 children per year are diagnosed with cancer in the U.S.; and

WHEREAS, 80% of childhood cancer patients are diagnosed late and with metastatic disease; and

WHEREAS, there's been a 0.6 percent increase in incidence per year since the mid 1970's resulting in an overall incidence increase of 24 percent over the last 40 years; and

WHEREAS, two-thirds of childhood cancer patients will have chronic health conditions because of their treatment toxicity, with one quarter being classified as severe to life-threatening; and

WHEREAS, approximately one half of childhood cancer families rate the associated financial toxicity due to out-of-pocket expenses as considerable to severe; and

WHEREAS, in the last 30 years only six new drugs have been approved by the FDA to specifically treat childhood cancer; and

WHEREAS, the National Cancer Institute recognizes the unique research needs of childhood cancer and the associated need for increased funding to carry this out; and

WHEREAS, too many children are affected by this deadly disease and more must be done to raise awareness and find a cure.

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 September 2024 as

CHILDHOOD CANCER AWARENESS MONTH

in the city of Dania Beach and do encourage all Americans to observe Childhood Cancer Awareness Month and support this cause that so deeply impacts families in every community across our country.

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN, IV
MAYOR



Proclamation

OFFICE OF THE MAYOR · CITY OF DANIA BEACH, FLORIDA

*Presented by
Vice Mayor Lori Lewellen*

WHEREAS, each year, the United States observes National Hispanic Heritage Month by celebrating the culture, heritage, and countless contributions of those whose ancestors came to North America as well as those who came from Spain, Mexico, the Caribbean, Central America, and South America; and

WHEREAS, this year's theme is "Pioneers of Change: Shaping the Future Together". This theme recognizes the many Hispanics/Latinos who have paved the way for future generations to be able to enact change, and encompasses the spirit of innovation, resilience and unity that define the Hispanic experience; and

WHEREAS, we recognize and honor the many ways that Hispanics have enriched the fabric of our society, and we rededicate ourselves to acknowledging, promoting, and supporting the advancements of Hispanics in our respective communities; and

WHEREAS, the Hispanic population of the United States is now at 65.2 million, constituting 19.5% of the total population and where more than 34.3% of the population of the City of Dania Beach is Hispanic or Latino; and

WHEREAS, locally, Hispanics and Latinos from diverse cultures, races and ethnicities contribute to the vitality and uniqueness of Florida and the City of Dania Beach as residents, business owners, investors, staff, leaders, and volunteers; and

WHEREAS, Juan Ponce De León was the first Spanish explorer to arrive in Florida in 1513 and Spanish heritage started the moment he named the Sunshine State "Pascua Florida," or Feast of Flowers, in honor of Spain's Easter celebration; and

WHEREAS, Hispanics have had a profound, significant, and positive influence on our country through their strong commitment to family and faith and fully embracing the American dream via ambition, work ethic and a great love for the United States and passion for the communities they serve.

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 September 15, 2024 to October 15, 2024 as

HISPANIC HERITAGE MONTH

in the City of Dania Beach and encourage all citizens of Dania Beach to join celebrating the vast contributions Hispanics and Latinos have made to the world, to our country, and to our community.

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: September 24, 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

On Tuesday, September 17th, I attended a workshop held by the Broward County Public School Board, the Superintendent and his senior team. The key topic of concern hence my attendance was the conversation of repurposing/ closing of schools such as our Olsen Middle School. I spoke about our investment at the school in excess of \$5 million dollars for a beautiful track and multipurpose field and the possibility to partner with Olsen to design and repurpose some of their unused space for our future EOC, and a possible magnet school for sports/ fitness, broadcasting/ communications, meteorology, etc. Olsen is thriving under the leadership of Principal Giancarli, still hovering at 600 students, however the constant threat of closure can and will affect students/ teachers, enrollment etc. It's extremely important that we attend, and support Olsen at the September 30th Community Meeting held at South Broward High at 1901 N. Federal Highway in Hollywood. Olsen is at the epicenter of a growing City, a City that we anticipate will grow by more than 10,000 residents in the next couple of years and together via "outside the box" thinking and a viable partnership, the conversation/ rumors about closing Olsen Middle School should cease and we will continue to urge the leadership of Broward County Schools to come to the table as we will offer solutions and an effective game plan that would be a win-win for the school, the City and our students.

Several of the school board members commended Dania Beach for the example we are setting and stepping up in the best possible way! Dr. Zeman, an at-large member of the school board, stated as he spoke to the Superintendent and his Team; "You need to speak more to Ana Garcia, to the City Managers, to the Mayors and Commissioners of those cities, they have information that we don't have". I became more familiar with key players, and they became more familiar with me as well. I also met our new School Board Member Maura Bulman, who I will be meeting with on September 26th here at City Hall, so she is very much prepared for the meeting on the 30th.

We are set for our 2nd annual Oktoberfest scheduled for Saturday, October 12th, as we kick off the fun, exciting and successful Dania After Dark series. We have pre-sold 350 tickets for this very much anticipated event! Our Special Events Division of Parks and Recreation continues to elevate the program and provide additional opportunities to enhance the overall experience!

On Thursday, September 26th at 4:30 p.m., at 434 SE 3rd Street, we will officially hold a groundbreaking event to commemorate the commencement of the long-awaited SE Drainage Project. This \$30 million dollar investment is the largest investment ever in the history of Dania Beach.

I want to highlight the great work of the Community Development Team under the leadership of Director Norena, Deputy Director Lajoie with the viable support of Deputy City Manager Sosa-Cruz. In August, the building division reviewed and issued 255 building permits and conducted 1,601 inspections. Our Code Division received 3 noise complaints in August, 2 were unfounded and 1 of the 3 resulted in a citation. We continue to monitor complaints even if unfounded.

I'm grateful to our Deputy City Manager for stepping in for me at the Commission meeting while I attend the ICMA in Pittsburgh. Kudos to All Directors, Deputies, Managers, etc. who have worked tirelessly and very strategically with our CFO, the Finance Team, and the Office of the City Manager to plan for, prepare and deliver another impactful budget that will continue to revolutionize our City and move us into the future proactively and effectively.



CITY OF DANIA BEACH

COMMUNITY DEVELOPMENT DEPARTMENT

MEMORANDUM

DATE: September 24, 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 – August 2024 – Community Development Department

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

Community Development Special Projects:

Future Land Use Amendment – RAC: Staff is conducting intergovernmental coordination between Broward County School Board staff and Broward County Urban Planning Division to ensure the adoption of the School Mitigation Agreement. On August 21, 2024, the Broward County School Board approved the Agreement. The Broward County Commission is scheduled to hear the item in October. Once approved the Broward County Planning Council can recertify the City's application.

Survey and Mapping RFQ: Community Development staff made up the Selection Committee for the RFP. Working with the Procurement staff, Community Development reviewed and ranked 16 firms who responded to the RFQ. The City Commission approved the list of vendors on August 27, 2024.

Public Art: On August 27, 2024, the City held a ribbon cutting ceremony to celebrate the completion of "Looking Forward" mural created by artist Ernesto Maranje, first commissioned by the Public Art Advisory Board and City Commission.

Vacation Rental Renewals: On August 15, 2024, the Community Development Department sent out 168 notices to the existing vacation rental property owners to notify them of the annual renewal and inspection process. These notices included reminders that all residents and visitors must follow the City's Parking and Noise regulations.

Building Division:

The Building Department reviewed and issued 255 building permits and conducted 1,601 inspections. The Department did not issue any Certificates of Occupancy for the month of August 2024.

Planning and Zoning Division:

SP-025-22MOD2: This project 101 Dania Apartments is a previously approved site plan for the construction of a 102-unit multi-family. The project received modification approval to convert the third-floor terrace and office space into a fitness center (LA Fitness). Now the applicant is requesting another modification to revert the most recent approval back to the office.

PL-029-24 NSU PLAT: Platting of the property located at 1850 NE 7th Avenue has been required by the Broward Planning Council in order to develop the site. This application is still in DRC review.

Miscellaneous Zoning Activities:

The Zoning Division processed 31 new Certificates of Use applications for new businesses in the City for the month of August.

The Zoning Division processed, inspected, and approved two new Vacation Rental Certificate and issued zero renewals of existing operating Vacation Rentals for the month of August.

Code Compliance Division:

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

A total of 256 complaints were submitted this month into the City's Ask Dania Beach App and were inspected by code staff.

Code Compliance staff works with Public Services to address bulk trash and nuisance issues throughout the City. A total of 54 bulk notices were issued this month.

Code is monitoring political signage throughout the City until the election in November.

Code received three complaints in the month of August for noise violations, see below for details:

Date of Compliant	Address	Description (Type Noise)	Code Officer Assigned	Resolution
8/13/2024	4681 SW 42 Terrace	Dog barking constantly and tied to boat trailer.	Ricky Ali	Unfounded – Will continue monitor for violation.
8/19/2024	4333 SW 51 Street	Noisy roosters and chickens	Ricky Ali	Property cited for rooster on property as well as BTR for residential Rental property.
8/30/2024	4121 Stirling Rd	Jackhammering and concerns of illegal construction work.	Ricky Ali	Unfounded – Spoke with owner as well as property manager, and complainant. They were replacing floor tile and no permit was required.

Manager's Monthly Report – August 2024

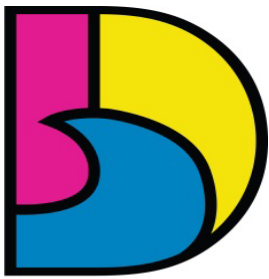
Code received five complaints in the month of August for Vacation Rental violations, see below for details:

Date of Complaint	Address	Description (Type Noise)	Code Officer Assigned	Resolution
8/1/2024	238 SW 1 St	Airbnb with three trash cans out in front of the house after pick up day	Alberto Chavarria	Unfounded – All trash containers placed behind the building line. Will monitor for violation.
8/14/2024	42 SW 12 St	Airbnb with trash cans left out all the time	Alberto Chavarria	Two-day warning notice issued to owner.
8/15/2024	4406 SW 37 Ave	Illegal vacation rental advertised online	Ricky Ali	Case set for Sept. 13, 2024 Special Magistrate hearing. Prior to hearing the listing was removed from site. Case complied.
8/19/2024	4406 SW 37 Ave	Overnight parking/Advertising for Airbnb	Ricky Ali	No parking violation observed. Case set for Sept. 13, 2024, Special Magistrate hearing for advertising. Prior to hearing the listing was removed from site. Case complied.
8/20/2024	4406 SW 37 Ave	Overnight parking/Advertising for Airbnb	Ricky Ali	No parking violation observed. Case set for Sept. 13, 2024, Special Magistrate hearing for advertising. Prior to hearing the listing was removed from site. Case complied.

Beach Ranger and Parking Division:

- Beach Rangers patrol downtown City Center and all active construction sites for any parking, and noise violations.
- Staff reported four violations at the beach in the Ask Dania Beach App including safety issues, and aesthetics.
- Staff is continuing to monitor the pier, parking lot and sand areas to address violations which include, but are not limited to, placement of tents, smoking, bonfires, and dogs. 790 violations were observed and addressed.
- Beach Rangers are monitoring the marina for any unauthorized activity and any maintenance concerns.
- Two new part time Beach Rangers were hired in August. They have been trained and are working weekends.
- Beach Rangers continue to work with BSO Homeless Outreach to address homeless issues at the beach.

- Rangers are being vigilant with everything happening on the beach and reporting any concerns to the Beach Ranger Manager.



DANIA BEACH
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CITY OF DANIA BEACH HUMAN RESOURCES DEPARTMENT

MEMORANDUM

DATE: September 16, 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 the last month's Human Resources and Risk Management activities.

Open Recruitment (16)

- Accountant
- Beach Lifeguard (FT) Promotional/Internal (2)
- Beach Lifeguard (PT)
- CRA - Business Attraction and Investment Manager
- Equipment Operator I - (BEACH Team)
- Equipment Operator I (BEAM Team)
- Manager, Recreation Programs
- Mechanic II
- Officer, Code Compliance
- Operations Manager, Utility Billing and Customer Service
- Project Manager
- Risk Manager
- Service Worker III, Utilities
- Service Worker II-Utilities (Re-Posting-External)
- Cemetery Assistant

Interview/Offer Process (6)

- Receptionist
- Beach Lifeguards (OC)
- Beach Ranger FT
- Coordinator I, Recreation (Reposted)
- Technician, IT Systems
- Planner

Background Process (5)

- Assistant, Recreation
- Assistant, Recreation
- Equipment Operator I
- Recreation Assistant (PT) (2)

Recent Hires/Status Changes (8)

- Accountant (2)
- Beach Lifeguards (OC)-Internal
- Equipment Operator II -Internal
- Lead Maintenance Technician-Internal
- Park Custodian (PT)
- Recreation Assistant (PT)
- Risk Management and Talent Acquisition Specialist

Our Recruitment Team has been working diligently to source, attract and recruit candidates for upcoming positions in the 24/25 budget. As of the date of this report we are working on thirty (32) positions open at varying stages in the recruitment cycle. The HR team has carefully planned the approach to fill the positions and created a recruitment plan with each of the hiring departments. We have utilized a diverse range of platforms to promote these vacancies, including job boards, industry-specific forums, and social media channels. HR now provides weekly recruitment updates to each hiring Department.

Training and Development

On Thursday, September 5, and Tuesday, September 10, we coordinated a training session hosted by our City Clerk in collaboration with the Weiss Serota Law Firm and Robert Meyers from Ethics. This informative training was held for everyone involved in public records requests, handling, managing, or maintaining records within their respective departments. The training covered important topics such as: public records law in Florida, including privacy vs. right-to-know; basics of records management and maintenance, including retention and destruction; file management and information storage and retrieval systems

We are preparing for our last Health and Safety training session scheduled for Wednesday, September 25. This session focused on Exercise and Nutrition.

We are also preparing for the annual reasonable suspicion training schedule for September 26. This session is designed to ensure compliance with legal requirements and regulations concerning reasonable suspicion testing. This training is mandatory for supervisors of CDL Drivers, as mandated by FDOT.

Risk Management, Wellness and Safety

Our final "Thriving Thursday" wellness session was held on September 12, and it was a huge success! The turnout was fantastic as always, with all appointments booked. Team members expressed their appreciation for the City's commitment to their health and well-being.

In addition to the popular massage and acupuncture services, this session featured a new activity to get in some extra steps: line dancing! It was a great way for team members to get moving and release some stress. The participants had a lot of fun, and we are planning to incorporate line dancing into Wellness event, scheduled for January 30, 2025 at IT Parker.

Given the number of events scheduled in the coming months, we plan to hold the Thriving Thursday wellness sessions quarterly starting in January, 2025.

October 31, 2024	4 th quarter	Halloween Event - @ IT Parker
November 21, 2024	4 th quarter	Take your dog to work day/adoption event
December 12, 2024	4 th quarter	Employee Holiday Event - @ IT Parker

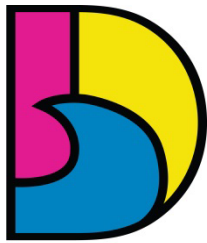
The Health and Safety Committee met on Thursday, August 29, with a great turnout. To close out the fiscal year, the Chair Rafael Acosta and Vice Chair, Anthony Ifedi have proposed awards for the Safety Committee to recognize the ongoing and important work of the committee over the last four years.

Compensation and Benefits

The City's Open Enrollment period ran from August 19 to August 30. We hosted an in-person session at City Hall on August 29 with a representative from the Gehring Group, where team members received a detailed presentation on our benefits programs. Attendees had the chance to ask questions and make changes for the upcoming plan year, with all adjustments submitted through our online platform, Bentek.

These benefit changes take effect on October 1, 2024, and will be reflected in the first paycheck of October. Additionally, employees will see the 6% Cost of Living Adjustment (COLA) on their subsequent October paycheck, effective October 1. We are working closely with the Finance team to ensure a seamless implementation of these increases and changes.

We are also preparing for the benefits review period for retirees, dependents, and surviving spouses aged 65+ enrolled in the Medicare Advantage plan. Currently, there are approximately 86 retirees and spouses enrolled. This year, there will be a modest monthly increase of \$25.06, and we remain committed to providing the best support and benefits for our retirees and their families.



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CITY OF DANIA BEACH PARKS AND RECREATION DEPARTMENT

MEMORANDUM

DATE: September 17, 2024

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

FROM: Cassi Warren, CPRP, Parks & Recreation Director

SUBJECT: Parks and Recreation Updates

Parks and Recreation Department Updates

Project updates:

- CW Thomas Park – Construction is going as planned. The structure of the building is coming to life.



- IT Parker – Renovations ongoing.
- Mullikin Park – The recommended contractor for the construction services is being brought before City Commission tonight, September 24th. Permitting will be the next step in the process, followed by demo and construction.
- Olsen Middle School – The rank of the top three design firms is being brought before City Commission tonight, September 24th. Staff will then negotiate and bring the contract before City Commission in October.
- Chester Byrd Park – Staff is in the beginning stages of securing a design firm for the design of the park.
- PJ Meli Park – The rank of the top three design firms is being brought before City Commission tonight, September 24th. Staff will then negotiate and bring the contract before City Commission in October.

Special Events staff are gearing up for the new year's Dania After Dark series. Ticket sales are open for the October 12th Dania After Dark Oktoberfest event. 312 tickets have been sold thus far. The VIP tickets are sold out.

The beach remains active with the lifeguards busy enforcing rules and regulations while keeping visitors safe in the water.

Ocean Rescue Report:

- Rescues – 1
- Medical – 6
- Law Enforcement Calls – 1
- Missing Persons – 3
- Wildlife or Domestic Rescues – 9

The Dania Beach Dolphins have started their football and cheerleading season. We have two teams participating in the 12U and 8U divisions.

Athletic Programs (ongoing/upcoming):

- Tarpons Soccer at Frost Park
- Skyhawks Sports Academy (Tennis & Baseball) at Frost Park
- Lil Sluggers Baseball at PJ Meli Park
- Basketball at Frost Park
- Adult Kickball at PJ Meli Park

The new school year Rising Stars Program has started off great at Frost Park, CW Thomas Park and PJ Meli Park. Frost Park and CW Thomas registration is full, and PJ Meli has 25 children registered with 5 open spaces.

The Dania Beach Seniors and Gracefully Aging resumed their senior programs in September. As well, the Department has begun a new senior program, Social Seniors, at PJ Meli Park which has been very successful in it's first month.

The Youth Advisory Council is resuming with the start of the school year. They are holding an open house on October 19th at 6:15pm at PJ Meli Park.

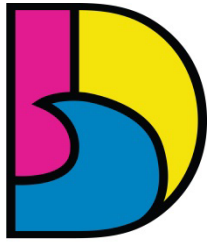
Frost Park will resume their highly anticipated Flea Markets in October, and all vendor spaces are sold out.

Ongoing programs:

- Rising Stars at CW Thomas Park, Frost Park and PJ Meli Park
- FitFusion at CW Thomas Park
- Hip Hop and Contemporary Dance at CW Thomas Park
- Tint Tots at CW Thomas Park
- Grooving Gourmets at CW Thomas Park
- YAC at PJ Meli Aquatic Complex
- Tot Time at PJ Meli Park
- Karate at PJ Meli Park
- Swim Team at PJ Meli Park
- Waterpolo at PJ Meli Park
- Senior Bingo at PJ Meli Park
- 1Up Gaming at PJ Meli Park

- Kreation Station at Frost Park

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



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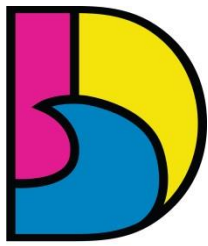
CITY OF DANIA BEACH MARKETING AND COMMUNICATIONS DIVISION MEMORANDUM

DATE: August 20, 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 August through Mid-September 2024:

- Finalized the 120th commemorative book with Island Syndicate; currently in the printing process.
- Covered the September 11 event with photos and video.
- Created graphics and ad campaign Dania After Dark (DAD) and Oktoberfest that included Water Taxi/Water Digital Boards throughout Miami waterways to promote DAD events.
- Attended the 3CMA Conference in Arlington, TX, where we were awarded the Silver Circle Award for the first edition of Pioneer.
- Completed the HR recruitment video and brochure.
- Developed a short video for Water Quality Month
- Designed materials for Take Your Dog to Work Day, Thriving Thursday, Halloween, and the end-of-year Employee Recognition event.
- Promoted CORE Conversations.
- Promoted the new Arts Park.
- Preparing for the Southeast Drainage Project groundbreaking
- Promoting the Storm Protection Program.
- Preparing for the 3 Sons commemorative beer making session.
- Designing and preparing materials for the State of the City 2024
- Analytics –
 - Email campaigns
 - August: 59% open and 4% click-through
 - September: 61% open and 4% click-through
 - Facebook: Reach, 60,717; New followers, 118; Followers, 10,072; Post engagement rate, 8.15%
 - Instagram: Profile impressions, 33,030; Reach, 21,514; Page visits, 1.4K; New Followers, 474; Followers, 7,539; Post engagement rate, 6.79%
 - X: Followers, 2,868; Post impressions, 1,473; Post engagement rate, 6.44%
 - YouTube: Page video views, 136; Subscribers, 551
 - LinkedIn: Followers, 1,223; New Followers, 58; Page views, 748



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CITY OF DANIA BEACH PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: September 24, 2024
TO: Ana M. Garcia, ICMA-CM, City Manager
VIA: Candido Sosa-Cruz, ICMA-CM, Deputy City Manager
FROM: Fernando J. Rodriguez, Public Services Director
Dincer Akin Ozaydin, P.E., Deputy Director/City Engineer
RE: **PUBLIC SERVICES DEPARTMENT ACTIVITIES – August 27 through September 23, 2024**

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

SW 34th Court Drainage Project – The bids for this project will be advertised in October. The project will significantly mitigate the flooding in this roadway just south of Griffin Road. Work is expected to begin in the December – January time frame.

Ocean Park Restrooms – These new, fully updated restrooms on the north end of the park will replace the restrooms adjacent to the sand. The former restroom facility will be converted to much-needed, upgraded and larger storage space for the maintenance operation. A required structural report is under review. The substantial and complex permitting process for this oceanfront project will likely to put its start toward the latter part of 2025.

Stormwater Master Plan (SWMP) – Chen Moore and Associates is completing the final phase of data collection and analysis, which involves mapping drainage basins, the compiling existing structures inventory, and running the computer modeling. The next and last public workshop will be held in late November. The SWMP is expected to be substantially complete in the last quarter of this year.

SW 52nd Street Drainage Repair – This project is under way, and will entail drainage pipes, inlets, and swale regrading. The project's substantial completion is expected in the early part of 2025. This project will complement the recently completed SW 43rd Terrace drainage project.

City Hall Exterior Improvements – This project entails the total replacement of the surface parking lot between City Hall and the parking garage with a green area bordered by a walking path which will include new lighting. The permitting process is expected to be completed by early to mid-October with the start of work to follow soon thereafter.

FJR/fjr

\continued...



PUBLIC SERVICES ACTIVITIES – August 27, 2024 to September 23, 2024

Date: September 24, 2024

Citywide Landscape Master Plan – The Griffin Road median sections east of I95 will be next corridor section to be completed. The bidding process and the start of work projected in the late October-November time frame, with the project's completion in latter part of the first quarter of 2025.

Nyberg Swanson House Refurbishing Project –Work began in the latter part of July and it's on track to be completed by mid to late December. The roof shingles will be installed within the next month and electrical and HVAC updates are under way. The refurbishing is expected to be substantially complete by early to mid-December.

SE Drainage Project –The long-awaited project's preparatory field work got under way in August, with full-bore construction activity projected to be reached by mid-September. The official groundbreaking event will be held on the last week of the month. Phase I of the project construction is expected to take roughly 18 months to complete.

GRANTS

FEMA – 2023 Staffing for Adequate Fire and Emergency Response (SAFER) Grant – FEMA is announcing awards incrementally. Thus far no decision has been made on the City's SAFER application.

State and Federal Legislative Requests – PSD is reviewing its capital program to identify projects that will qualify for the upcoming legislative sessions.

Community Development Block Grant (CDBG) - PSD is planning a community meeting to take resident input on the Oasis 17 projects, including portions of SW 27th Terrace, SW 46th Place, SW 46th Court, and SW 47th Street. The project is funded in part with CDBG grant funds.



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

DATE: September 16, 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 August 19, 2024, through September 16, 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 09/16/2024.
- Station 1 New Ceiling Tile replacement by City Team – This project is still ongoing as of 09/16/2024.
- Fire Truck (Quint 1 FRES2264) our ladder truck has been refurbished and restored, finishing up on final touches and will place back into service at Fire Station 17 with new designation as Quint 17.
- Fire Truck (Quint 17 FRES2265) our ladder truck has been sent out to refurbished at Georgia Ten8 facility. The process will take 8-10 Months.
- SAFER Grant – Waiting on Federal response
- New Hire Class of Firefighters start 8 week initial course.
- BSO Data Class Training – Reporting Data System training



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

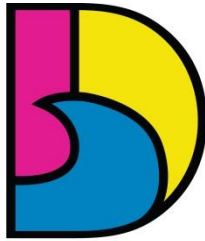
- CORE Conversation Meetings August 20, 2024
- DRC meeting to discuss projects and concurrency reports with Community Development Team.
- High Rise and Standpipe training device for firefighters delivery expected before September 30th 2024
- September 11, 2024 - 3rd Annual Commemoration
- Second Set of Bunker Gear Fitting – Firefighting gear
- Life scan physicals for firefighters
- Bi-Annual bunker gear cleaning

Training during this period –

- Zoll Monitor Calibration – Life pack, defibrillation machines annual calibration
- Hydrant Flow test for ISO – Labor intensive project, Station 1 and Station 17 completed both zone two fire hydrant flow for ISO.
- Zone 1 and 17 fire rescue pre-planning- Our crews go to building and walk around pre plan for fire and or other emergencies and develop plan and enter all vital information on computer app for all crews to be able to see when responding.
- Company Training – Professional development series

Community Outreach –

- Bi-Annual Fire Drills at all Dania Beach Facilities completed – No issues
- Community Lighthouse – Assisted with school supply giveaways for 75 children



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

MEMORANDUM

DATE: September 16th, 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 – September 2024

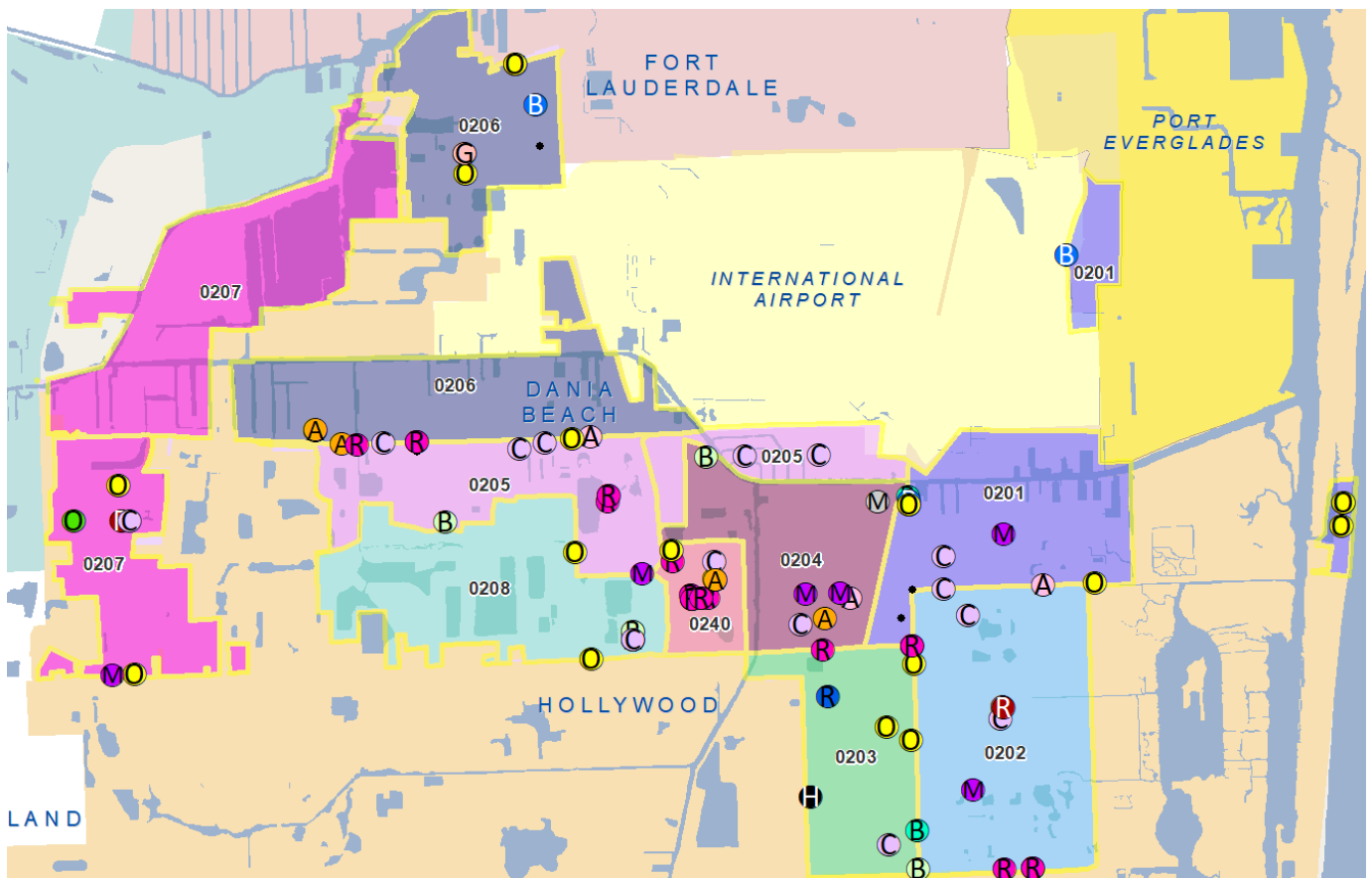
Below are the monthly crime reports for part 1 crimes from 8/16/2024 to 9/12/2024:

 BROWARD SHERIFF'S OFFICE CITY OF DANIA BEACH MONTHLY CRIME REPORT 8/16/2024 - 9/12/2024										
Charge	201	202	203	204	205	206	207	208	240	Grand Total
AGGRAVATED ASSAULT				1		2			1	4
AGGRAVATED BATTERY			1	1	1			1		4
AUTO THEFT	1	1		1		2		1	1	7
AUTO THEFT - MOTORCYCLE				1						1
AUTO THEFT - OTHER							1			1
BURGLARY BUILDING/STRUCTURE	2					1				3
BURGLARY BUSINESS	3					1				4
BURGLARY CONVEYANCE	1	3	1	1	4	1	1	2	1	15
BURGLARY RESIDENCE			1							1
HOMICIDE			1							1
ROBBERY		1					1			2
THEFT - ALL OTHER	5	1	2		1	3	2	3	2	19
THEFT - BICYCLE	1		1							2
THEFT - MOTOR VEHICLE PARTS	1	1		2		1	1	1		7
THEFT - RETAIL / SHOPLIFTING		3	4		4	2			9	22
THEFT - VEHICLE TAG					1					1
THEFT FROM BUILDING						1				1
Grand Total	14	10	11	7	11	14	6	8	14	95

Monthly Crime Report

95 Incidents

- All Other Values (4)
- A** AGGRAVATED ASSAULT (4)
- B** AGGRAVATED BATTERY (4)
- A** AUTO THEFT (7)
- M** AUTO THEFT - MOTORCYCLE (1)
- G** AUTO THEFT - OTHER (1)
- B** BURGLARY BUSINESS (4)
- C** BURGLARY CONVEYANCE (15)
- R** BURGLARY RESIDENCE (1)
- H** HOMICIDE (1)
- R** ROBBERY (2)
- Y** THEFT - ALL OTHER (19)
- B** THEFT - BICYCLE (2)
- M** THEFT - MOTOR VEHICLE PARTS (7)
- R** THEFT - RETAIL / SHOPLIFTING (22)
- G** THEFT FROM BUILDING (1)



Notable Increases/Decreases

When compared to the previous report:

- Overall, part 1 crimes **decreased** by 20%, due to a decline in auto thefts, burglaries, and theft of motor vehicle parts.
- Auto thefts **decreased by 30%**, declining from 13 thefts to 9.
- Burglary decreased from 32 to 23, **decreasing by 28%**.
- Robberies **increased** from 1 incident to 2.
- Overall, thefts **decreased by 11%**, from 59 to 52.
- Theft of motor vehicle parts **decreased by 13%**.
- Retail thefts and shoplifting **increased** from 18 to 22 incidents.

Total Arrests

8/16/2024 – 9/12/2024
85

- 60 arrests made by Road Patrol
- 14 arrests made by the Crime Suppression Team
- 11 arrests made by Criminal Investigations

Notable Arrests/Initiatives

- The suspect who was working as the housekeeper at the Residence Inn stole a set of car keys from a hotel guest, and then eventually stole their car. The suspect was arrested in New York, after trying to flee.
- The victim legally sold his vehicle, via Facebook Marketplace. The suspect paid with a fictitious cashier's check, then transported the vehicle to Georgia. The vehicle was located, recovered, and returned to victim. Charges have been filed against the suspect.
- Two suspects were responsible for stealing several bikes, valued at \$4600, from the Avery apartments. Both suspects were identified and charged accordingly.
- After a lengthy investigation by our criminal investigation's detectives, charges were filed against numerous suspects that frequently stole from the Shoe Carnival and Ulta Beauty.

Proactive Enforcement

Crime Suppression Team detectives conducted a narcotics investigation involving Happy Family Food Mart. A search warrant was executed on the business. The target suspect drug dealer, along with two store employees, were arrested.

Throughout the past month, a total of 14 arrests were made by CST detectives.

Motors/Commercial Vehicle Enforcement

- The “Back to School” and Operation Summer Splash traffic enforcement initiative were recently concluded. Both events were very successful, as various motor units issued more than 1000 citations, 710 warnings, and distributed over 500 educational materials (county wide).
- Between the Dania Beach Motors Unit and road patrol deputies, 221 written warnings and citations were issued during the last four weeks.
- Speed trailers, LPR trailers, and message boards all remain deployed throughout the city.

Homeless Outreach Team

- Homeless Outreach deputies coordinated with Dania Beach Code Enforcement and the property owner for the AT&T easement (4400 Griffin Rd), to clear out existing debris, secure the site, and prevent future encampments from being built.
- Ongoing patrols continue along SW 4 Ave, along the FEC railroad tracks, all city parks, and City Hall.
- The surveillance tower is currently at Chester Byrd Park reference complaints of vandalism and narcotic is activity.

Neighborhood Support Team (NST)

Follow-Up/Directives/Initiatives

Dania Beach Chamber's Mayoral Address – August 21, 2024 – BSO Dania Beach Command and NST Unit attended the Mayoral Address with Mayor AJ Ryan.

Cava Shop – August 27, 2024 - Met with new Dania Beach business owner and provided an overview of the functions of the BSO Neighborhood Support Team Unit. Owner was provided with contact information and informed on BSO support functions as it relates to businesses within the city.

Protein Paradise – August 28, 2024 - Met with new Dania Beach business owner and provided an overview of the functions of the BSO Neighborhood Support Team Unit. Owner was provided with contact information and informed on BSO support functions as it relates to businesses within the city.

Emerald Palms CPTED Assessment – August 29, 2024- Deputy Session and Deputy Hoff completed an assessment of Emerald Palms rental community. The development has 64 Buildings with a total of 318 units. The assessment provided an in-depth review of development and security strengthening suggestions to improve the quality of life for the residents.

Meetings Zoom/In Person

- **August 29, 2024** – Dania Beach Health and Safety Meeting – 10:00am
- **September 10, 2024** – Griffin Civic HOA – 7:00pm
- **September 11, 2024** – Patriot Day Ceremony – 8:30am
- **September 11, 2024** – Dania Beach Chamber Meeting – 11:30am



BROWARD SHERIFF'S OFFICE
CITY OF DANIA BEACH
CALLS FOR SERVICE – 240 ZONE
8/16/2024 – 9/12/2024

THERE WERE A TOTAL OF **294** CALLS FOR SERVICE FOR 240 ZONE WITHIN THE LAST FOUR WEEKS.

Calls for Service - 240 Zone	Total
03-HIT & RUN	4
04-ACCIDENT-MINOR	10
08-MISSING PERSON/RUNAWAY	1
10-50 TRAFFIC STOP	5
10R-STOLEN VEHICLE RECOVERED	1
10-STOLEN VEHICLE	1
13I-SUSPICIOUS INCIDENT/PACKAGE	14
13P-SUSPICIOUS PERSON	2
13V-SUSPICIOUS VEHICLE	1
14-INFORMATION	8
16-CHILD/ELDERLY ABUSE/ABANDONMENT/NEGLECT	1
19-MISDEMEANOR WARRANT	1
21A-BREAKING & ENTERING (BURGLARY) ATTEMPT	1
21V-BREAKING & ENTERING (BURGLARY) VEHICLE/VESSEL	1
22-DISTURBANCE/NUISANCE	7
22N-DISTURBANCE-NOISE COMPLAINT	1
25EH-ELECTRICAL/UTILITY FIRE	1
30-LARCENY	10
37-DISTURBANCE JUVENILE	2
38-DOMESTIC DISTURBANCE	2
38V-DOMESTIC DISTURBANCE VERBAL	2
40-VANDALISM/MALICIOUS MISCHIEF	1
49A-AUDIBLE/INTRUSION ALARM	10
49SH-SILENT HOLD-UP ALARM	1
49S-SILENT ALARM	2
51-TRESPASSING	2
52-FORGERY-COUNTERFEIT	1
66-CIVIL MATTER/CUSTODY ISSUE	8
67SP-MEDICAL-SICK PERSON	3
68-POLICE SERVICE CALL	158
72-LOST/FOUND PROPERTY	5
73-TRAFFIC/PARKING COMPLAINT	1
74-RECALL	7
76-AOA (ASSIST OTHER AGENCY)	6
911 HANG UP/DROP OFF	12
GAS LEAK/GAS ODOR	1
Grand Total	294

THERE WERE A TOTAL OF 29 NOISE COMPLAINTS FOR ALL ZONES WITHIN THE LAST FOUR WEEKS.

Date	Address	Zone
8/27/2024 9:31:04 PM	1101 W DANIA BEACH BLVD	0204
8/25/2024 5:29:26 AM	1141 SE 7TH CT	0202
9/7/2024 12:03:40 AM	120 N COMPASS WAY	0240
8/19/2024 1:16:33 AM	150 S BRYAN RD	0204
8/28/2024 1:47:21 PM	1554 S FEDERAL HWY	0203
8/28/2024 2:13:42 PM	1554 S FEDERAL HWY	0203
8/30/2024 10:58:00 PM	1555 SW 12TH AV	0203
8/24/2024 1:15:14 AM	194 NE 6TH CT	0201
8/25/2024 10:56:04 AM	220 SW 16TH ST	0203
8/25/2024 9:52:41 AM	231 SW 16TH ST	0203
9/8/2024 2:35:43 AM	307 DIXIE HWY	0203
8/23/2024 8:43:28 PM	311 SE 3RD ST	0202
8/22/2024 3:05:18 AM	311 SHERIDAN ST	0202
8/17/2024 5:21:01 AM	321 SHERIDAN ST	0202
8/26/2024 6:29:22 PM	321 SHERIDAN ST	0202
8/24/2024 11:14:17 PM	3241 SW 44TH ST	0206
8/31/2024 1:12:18 AM	4 N FEDERAL HWY	0201
9/3/2024 4:37:21 AM	4421 SW 23RD AV	0206
9/7/2024 11:26:35 PM	4436 SW 49TH CT	0207
8/25/2024 12:53:40 PM	4461 SW 24TH AV	0206
8/25/2024 7:20:43 PM	4600 SW 29TH TER	0206
8/24/2024 6:02:47 AM	4701 SW 32ND AV	0206
8/24/2024 1:48:37 PM	501 E DANIA BEACH BLVD	0201
8/25/2024 1:50:53 AM	5092 SW 26TH AV	0205
8/23/2024 11:39:26 PM	5650 WOODLAND LN	0207
8/28/2024 5:43:58 PM	5704 PARK RD	0208
8/21/2024 12:27:18 AM	602 NW 1ST ST	0204
9/1/2024 7:07:14 PM	718 NW 9TH AV	0205
9/7/2024 7:15:22 PM	SW 6TH AV / SW 1ST ST	0204



**CITY OF DANIA BEACH
FINANCE DEPARTMENT
MEMORANDUM**

TO: Ana M. Garcia, City Manager, ICMA-CM
FROM : Megan Jelaso Revenue Accountant
DATE: September 3, 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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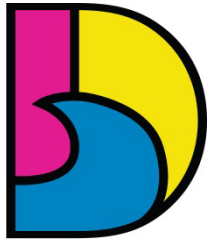
Business Listing Report

Business Start Date 08/01/24 - 08/31/24

Report By Business Name

Business	Licensee	Address	Phone	Extension	Start Of Business	End Of Business
203 NE 2ND AVE LLC	203 NE 2ND AVE LLC	203 NE 2 AVE, Dania Beach, FL 33004	(917) 855-7547		08/13/2024	
36 SW 15 ST LLC	36 SW 15 ST LLC	36 SW 15 ST, Dania Beach, FL 33004	(305) 766-0868		08/12/2024	
ALTITUDE TRADING INC	ALTITUDE TRADING INC	357-359 PHIPPEN ROAD 1-2, DANIA BEACH, FL 33004	(954) 632-0525		08/06/2024	
BASAD INVESTMENT LLC	BASAD INVESTMENT LLC	4548 SW 33 AVE, Dania Beach, FL	(321) 262-4633		08/13/2024	
BOB SCOTT LIGHT, POWER AND SIGN LLC	BOB SCOTT LIGHT, POWER AND SIGN LLC	5931 RAVENSWOOD RD A-20, DANIA BEACH, FL 33312	(954) 981-6770		08/14/2024	
BURGER FI	BURGER GUYS OF DANIA POINT LLC	11 S POINTE DR, DANIA BEACH, FL 33004	(954) 802-7190		08/05/2024	
CREMA GOURMET ESPRESSO BAR	MORNING JOE DANIA POINTE LLC	150 N COMPASS WAY, DANIA BEACH, FL 33004	(754) 297-5215		08/07/2024	
D N Y HOLDINGS LLC	D N Y HOLDINGS LLC	210 SW 7 ST, Dania Beach, FL 33004	(305) 918-9862		08/21/2024	
DANIA JSS LLC	DANIA JSS LLC	55 SW 13 ST, Dania Beach, FL 33004	(305) 924-3594		08/27/2024	
DON TRANSPORTATION LLC	DON TRANSPORTATION LLC	195 SW 3 ST W, Dania Beach, FL 33004	(786) 594-1453		08/27/2024	
ELLIE M CORNEY	ELLIE M CORNEY	49 SW 12 ST, Dania Beach, FL 33004	(407) 844-8346		08/06/2024	
ESSENTIALIS LLC	ESSENTIALIS LLC	500 NE 2 ST 309, DANIA BEACH, FL 33004	(954) 404-4081		08/06/2024	
FENCE WHOLESALE LLC	FENCE WHOLESALE LLC	1904 TIGERTAIL BLVD, DANIA BEACH, FL 33004	(954) 933-5280		08/19/2024	
FENCE WHOLESALE LLC	FENCE WHOLESALE LLC	1956 TIGERTAIL BLVD, DANIA BEACH, FL 33312	(954) 933-5280		08/19/2024	
FLIPS AND TWISTS LLC	FLIPS AND TWISTS LLC	2921 GRIFFIN RD, DANIA BEACH, FL 33312	(954) 589-2393		08/07/2024	
GLOBAL FUEL CO LLC	GLOBAL COMPANIES LLC	1200 SE 28 ST, FORT LAUDERDALE, FL 33316	(617) 803-5549		08/06/2024	
GOLDEN TRUST INSURANCE DANIA BEACH	WSA INSURANCE LLC	265 S FEDERAL HWY F, DANIA BEACH, FL 33004	(954) 541-2541		08/27/2024	
GOODFELLAS LOCKSMITH LLC	GOODFELLAS LOCKSMITH LLC	5590 SW 28 TER, DANIA BEACH, FL 33312	(754) 551-1841		08/19/2024	
GRUPO ALKE LLC	GRUPO ALKE LLC	59 SW 12 AVE 101-2, DANIA BEACH, FL 33304	(305) 824-9100		08/22/2024	
INA MITSKEVICH	INA MITSKEVICH	54 SW 13 ST, Dania Beach, FL 33004	(954) 489-8933		08/20/2024	
ITZHAK BAK	ITZHAK BAK	348 S FEDERAL HWY 27, DANIA BEACH, FL 33004	(954) 609-5750		08/21/2024	
J CREW FACTORY	HFD NO 55 INC	139 S COMPASS WAY, DANIA BEACH, FL 33004	(212) 209-2782		08/12/2024	
MARTIN A RUGGERI SAMARRA	MARTIN A RUGGERI SAMARRA	213-215 SW 11 ST, DANIA BEACH, FL 33004	(954) 802-4303		08/22/2024	
MARY PISANI	MARY PISANI	314 SE 10 ST 306, DANIA BEACH, FL 33004	(203) 263-0308		08/08/2024	
NATALIA VILLEGAS & GUILLERMO YUNEZ	NATALIA VILLEGAS & GUILLERMO YUNEZ	1477 NW 10 ST, Dania Beach, FL 33004	(786) 337-2646		08/21/2024	
NISSIM REALTY LLC	NISSIM REALTY LLC	4570 SW 43 TER, Dania Beach, FL	(718) 600-7340		08/06/2024	
PROFESSIONAL MEDICAL RESEARCH LLC	PROFESSIONAL MEDICAL RESEARCH LLC	4101 RAVENSWOOD RD STE 202, DANIA BEACH, FL 33312	(786) 304-7331		08/19/2024	
SAM HOLDINGS 2000 LLC	SAM HOLDINGS 2000 LLC	5999 SW 37 AVE, Dania Beach, FL 33312	(754) 801-7984		08/07/2024	
SOUTHPAW PET GROOMING INC	SOUTHPAW PET GROOMING INC	801 S FEDERAL HWY # 833, DANIA BEACH, FL 33004	(954) 927-5001		08/14/2024	
TAL RENT A CAR 123 LLC	TAL RENT A CAR 123 LLC	225 E DANIA BEACH BLVD STE 213, DANIA BEACH, FL 33004	(954) 939-8742		08/07/2024	
WASH CYCLE	FOLDMASTER LAUNDRY SOLUTIONS LLC	265 S FEDERAL HWY, Dania Beach, FL 33004	(954) 927-2617		08/06/2024	

Businesses 31



DANIA BEACH
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CITY OF DANIA BEACH FINANCE DEPARTMENT

MEMORANDUM

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

FROM: Megan Jelaso, Revenue Accountant

DATE: September 16, 2024

SUBJECT: Finance Monthly Report –August 2024

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

Revenues

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

Capital Projects

- Master Capital projects Schedule to include Grants

Information Technology

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

Business Tax Receipt Activity

- Out of Business/Inactive
- New Applications

Utility Reports

- Delinquency Report
- Meter Replacement Reports
- Aging Report

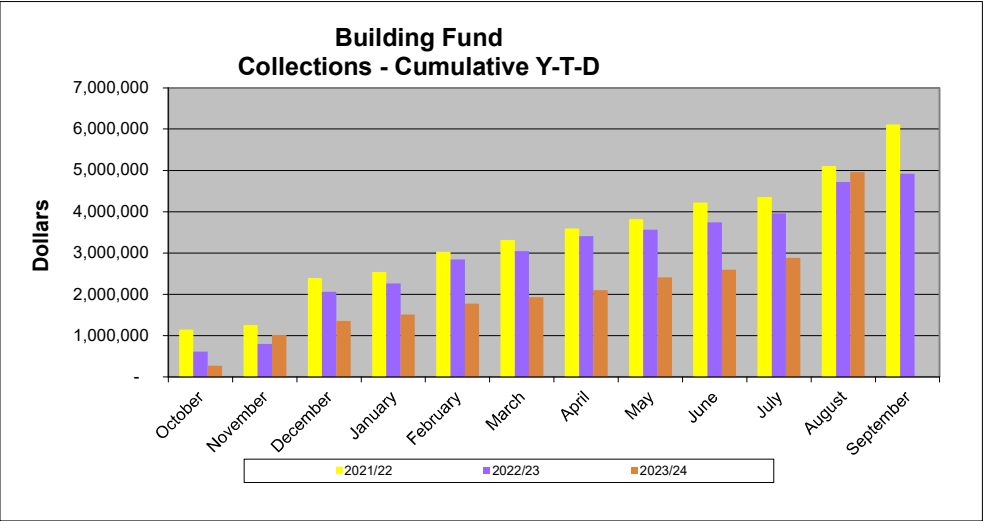
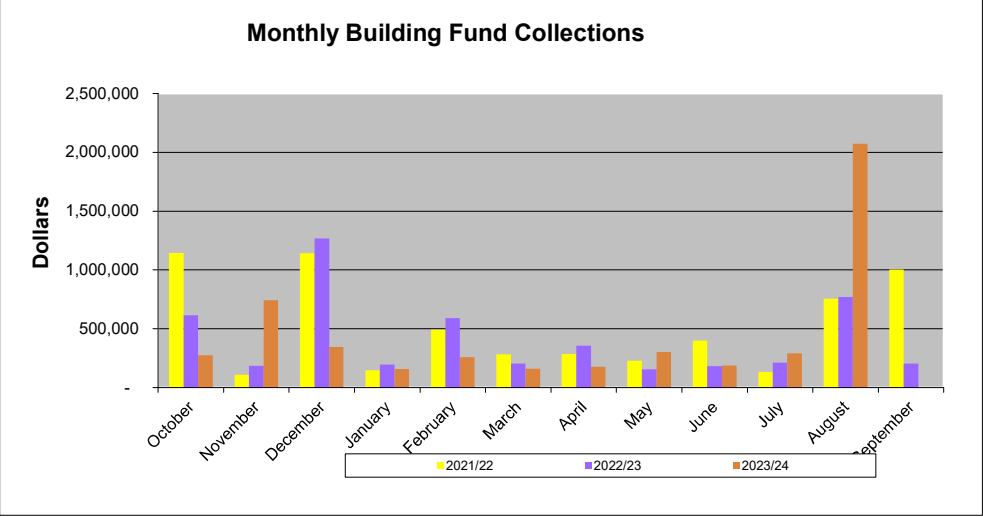
Contingency and Fund Balance Estimate

Building Fund Collections

	2021/22	2022/23	2023/24
Monthly			
October	1,144,624	613,610	272,140
November	107,616	183,413	742,357
December	1,142,811	1,267,607	343,469
January	146,194	193,243	154,789
February	490,813	588,953	258,034
March	281,847	202,690	159,520
April	283,429	356,512	175,277
May	226,093	153,965	302,267
June	399,287	181,738	186,527
July	132,426	212,528	288,360
August	755,979	767,780	2,074,590
September	1,003,182	202,415	
Total	6,114,301	4,924,453	4,957,330

	2021/22	2022/23	2023/24
Cumulative			
October	1,144,624	613,610	272,140
November	1,252,240	797,023	1,014,498
December	2,395,051	2,064,630	1,357,967
January	2,541,246	2,257,873	1,512,755
February	3,032,058	2,846,825	1,770,790
March	3,313,906	3,049,515	1,930,310
April	3,597,334	3,406,027	2,105,586
May	3,823,427	3,559,992	2,407,853
June	4,222,715	3,741,730	2,594,380
July	4,355,140	3,954,258	2,882,740
August	5,111,119	4,722,038	4,957,330
September	6,114,301	4,924,453	
Annual Goal	4,741,977	4,868,000	5,191,000

Building Fund - thru August 2024



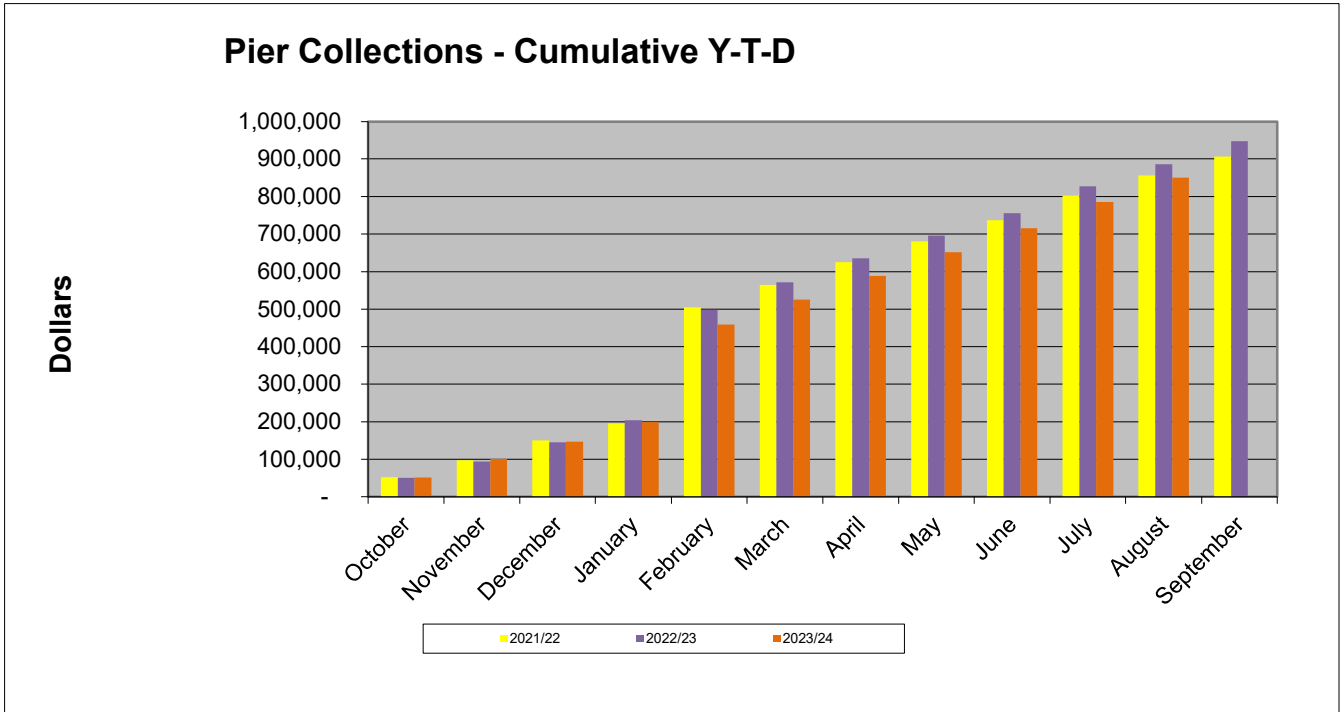
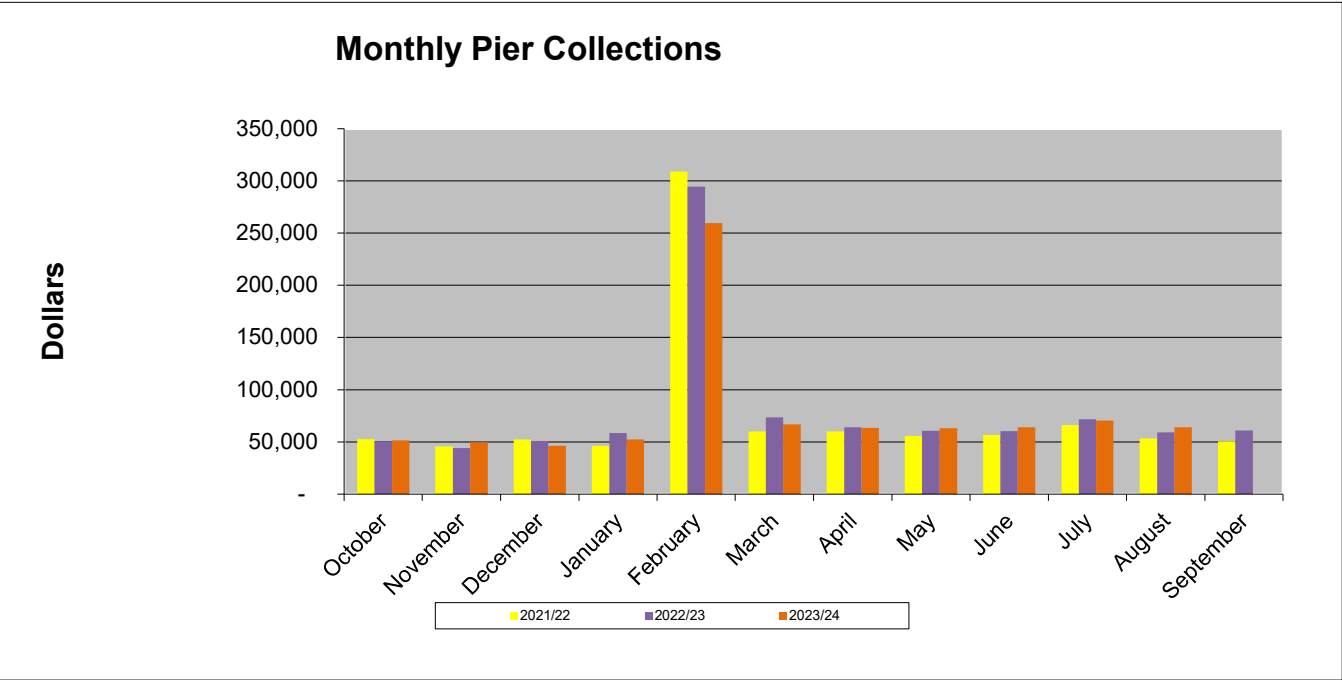
Pier Revenues

	2021/22	2022/23	2023/24
Monthly			
October	52,575	50,313	51,495
November	45,411	43,917	49,561
December	52,271	50,942	45,928
January	45,906	58,345	52,190
February	308,830	294,357	259,466
March	59,863	73,487	66,698
April	59,852	63,945	63,244
May	55,621	60,688	62,991
June	56,858	60,003	64,114
July	66,152	71,604	70,205
August	52,975	58,871	64,092
September	50,426	60,849	
Total	906,740	947,320	849,985

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

	2021/22	2022/23	2023/24
Cumulative			
October	52,575	50,313	51,495
November	97,986	94,229	101,056
December	150,257	145,171	146,984
January	196,163	203,516	199,174
February	504,993	497,873	458,640
March	564,856	571,360	525,338
April	624,708	635,305	588,583
May	680,329	695,993	651,574
June	737,187	755,996	715,688
July	803,339	827,600	785,894
August	856,314	886,471	849,985
September	906,740	947,320	
Annual Budget Goal	844,816	937,301	942,488

Pier Revenues - thru August 2024

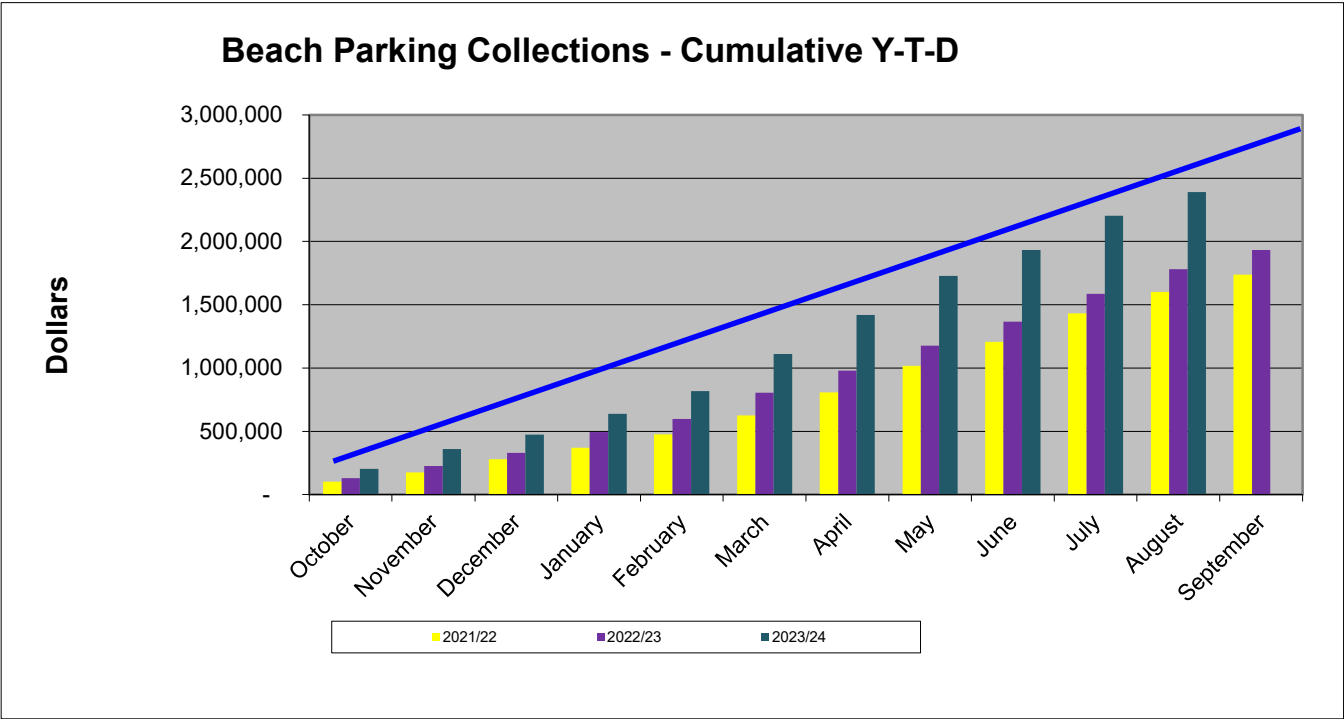
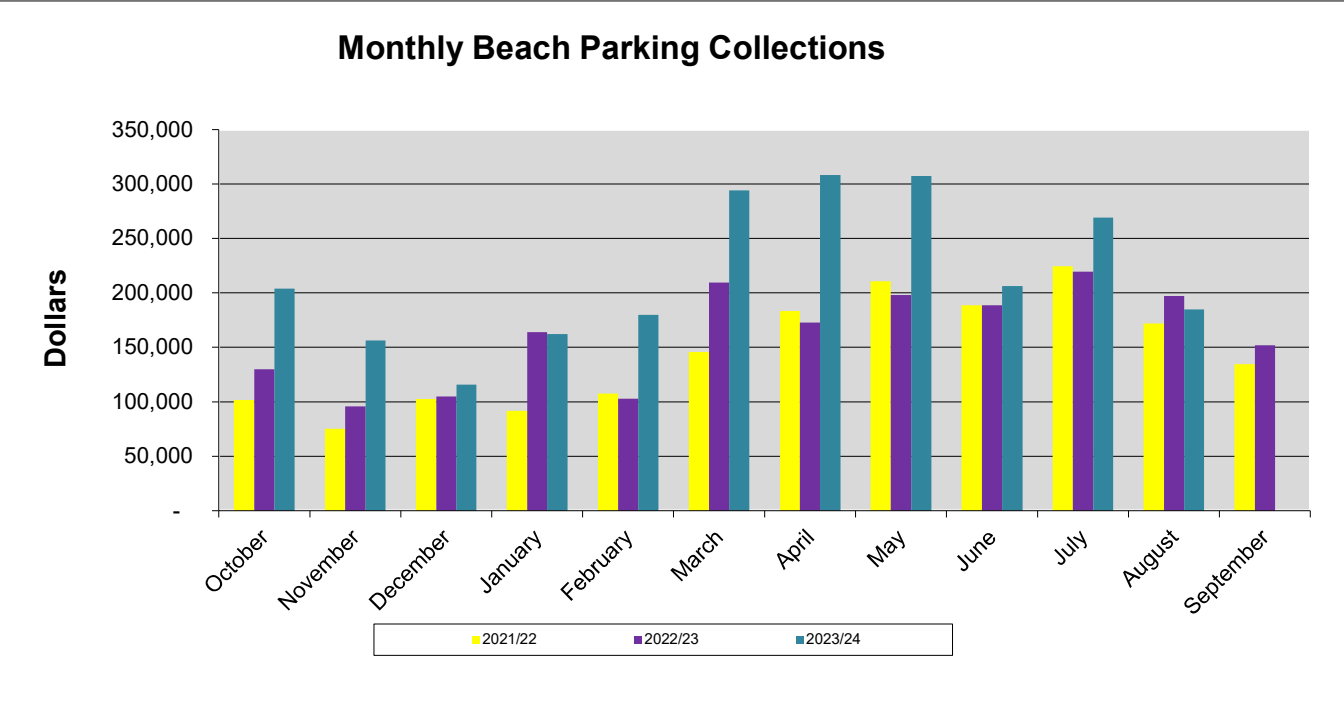


Parking Fee Collections

	<u>2021/22</u>	<u>2022/23</u>	<u>2023/24</u>
Monthly			
October	101,582	130,026	203,967
November	75,146	95,694	156,460
December	102,321	104,713	115,640
January	91,751	164,030	162,393
February	107,375	102,648	179,664
March	145,848	209,333	294,283
April	183,397	172,853	308,344
May	210,704	197,957	307,252
June	188,603	188,603	206,128
July	224,411	219,627	269,299
August	171,951	197,119	184,788
September	134,616	151,776	
Total	<u>1,737,704</u>	<u>1,934,380</u>	<u>2,388,218</u>

	<u>2021/22</u>	<u>2022/23</u>	<u>2023/24</u>
Cumulative			
October	101,582	130,026	203,967
November	176,728	225,720	360,427
December	279,049	330,433	476,068
January	370,800	494,463	638,460
February	478,175	597,111	818,125
March	624,023	806,444	1,112,407
April	807,420	979,297	1,420,751
May	1,018,123	1,177,255	1,728,003
June	1,206,726	1,365,857	1,934,131
July	1,431,138	1,585,485	2,203,430
August	1,603,088	1,782,604	2,388,218
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 August 2024

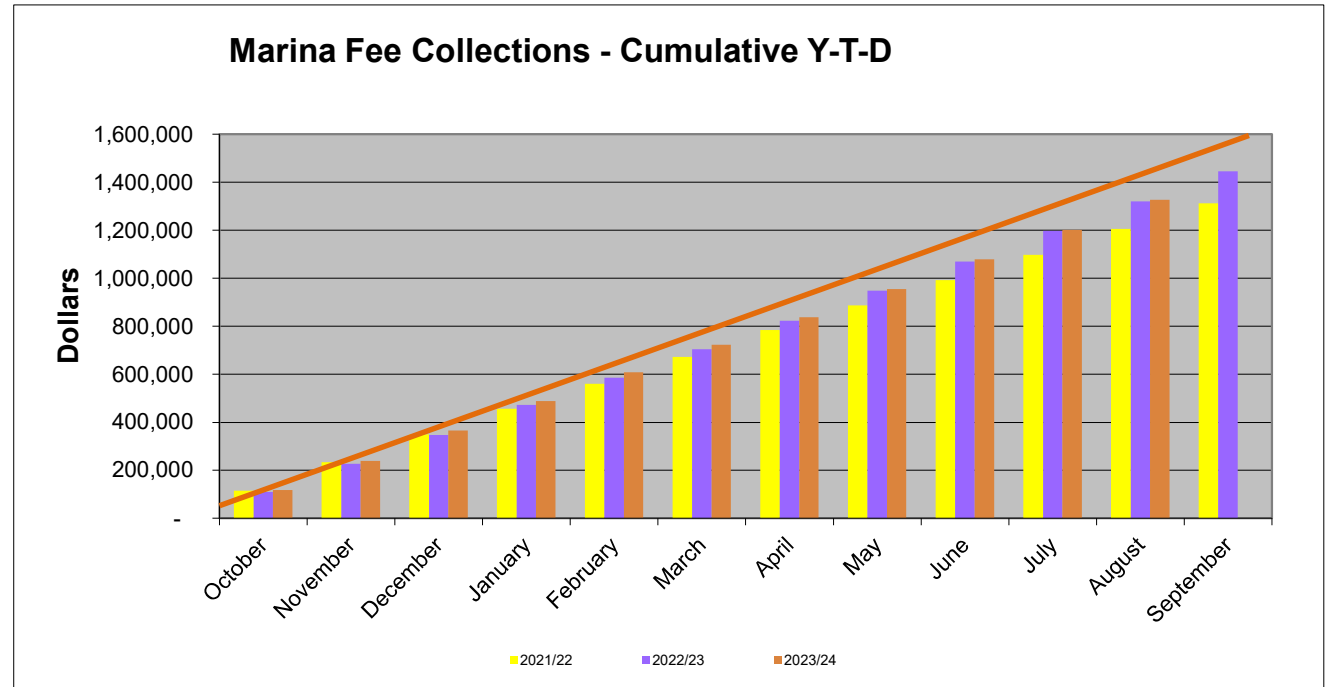
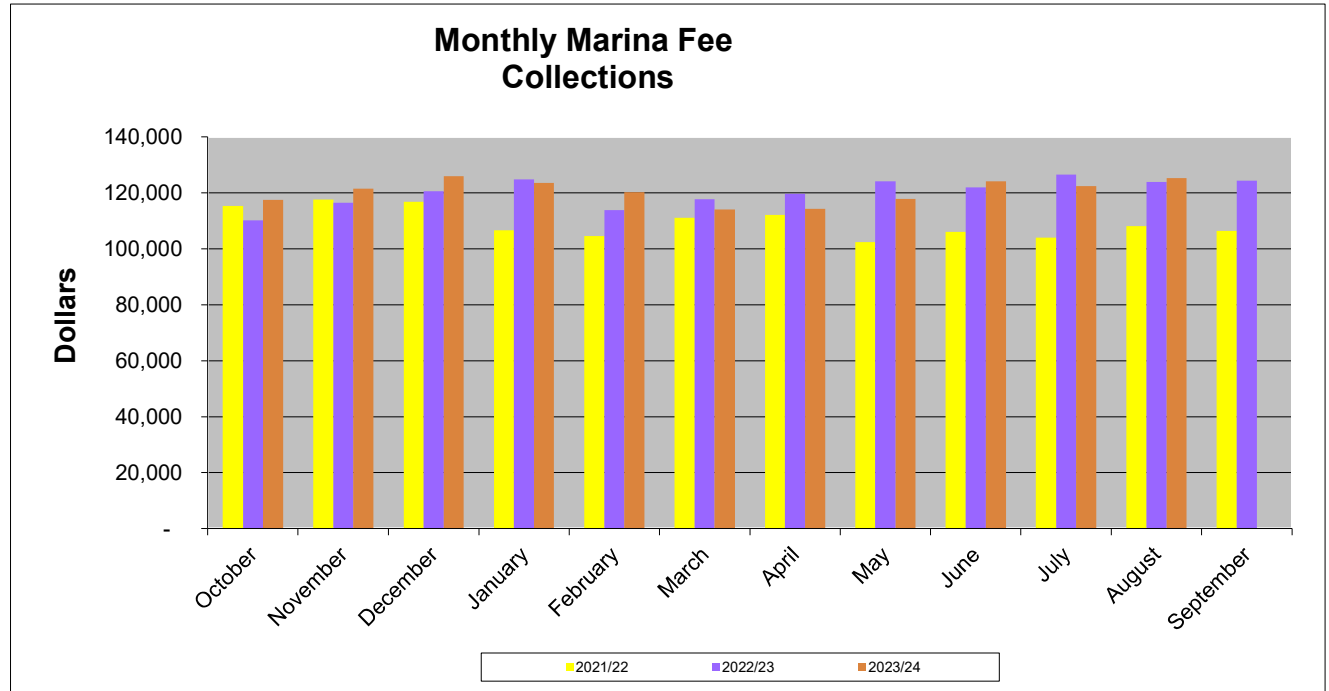


Marina Fee Collections

	<u>2021/22</u>	<u>2022/23</u>	<u>2023/24</u>
Monthly			
October	115,264	110,239	117,540
November	117,663	116,542	121,509
December	116,830	120,621	126,034
January	106,673	124,885	123,519
February	104,605	113,849	120,277
March	111,125	117,710	114,070
April	112,170	119,728	114,246
May	102,373	124,138	117,832
June	106,001	122,027	124,132
July	104,000	126,485	122,421
August	108,096	123,889	125,237
September	106,418	124,369	
Total	<u>1,311,218</u>	<u>1,444,481</u>	<u>1,326,815</u>

	<u>2021/22</u>	<u>2022/23</u>	<u>2023/24</u>
Cumulative			
October	115,264	110,239	117,540
November	232,927	226,781	239,049
December	349,758	347,402	365,082
January	456,431	472,287	488,602
February	561,036	586,135	608,878
March	672,161	703,845	722,948
April	784,330	823,574	837,194
May	886,703	947,711	955,026
June	992,704	1,069,738	1,079,158
July	1,096,704	1,196,223	1,201,579
August	1,204,800	1,320,112	1,326,815
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 August 2024



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

Annual Budget \$ 900,000

Waste Hauler									
	Choice Waste AKA Waste Connections	Waste Management	All Service Refuse AKA Republic Services	S & S National Waste AKA Bicon, Inc.	Panzarella Waste & Recycling Services	Great Waste	COASTAL WASTE & RECYCLING INC	Tropical Sanitation Inc	General Fund
Permit Application Fee	75.00	75.00	75.00	225.00	75.00	75.00	75.00	150.00	
Annual Permit Fee	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	Monthly Activity
Monthly Franchise									
Oct	\$ 2,506.09	\$ 33,232.87	\$ 11,277.12	\$ 3,777.33	\$ 1,165.19	\$ 4,666.00	\$ 11,433.00		\$ 68,057.60
Nov	2,601.53	38,500.99	16,379.12	4,298.24	1,283.08	2,932.48	12,079.29		78,074.73
Dec	2,641.05	37,758.93	19,566.05	3,826.03	1,230.70	-	9,776.60		74,799.36
Jan	2,685.42	37,936.93	11,993.95	-	1,020.06	2,216.87	12,653.65		68,506.88
Feb	2,666.10	37,587.43	-	-	1,227.76	3,091.54	-		45,435.33
Mar	2,655.25	36,268.18	13,650.06	-	1,058.93	2,330.35	25,489.54		81,452.31
Apr	-	38,177.74	14,093.61	-	1,367.47	2,399.02	13,241.25		69,279.09
May	5,964.43	35,007.04	12,353.80	-	1,826.65	-	15,476.92		70,628.84
Jun	2,895.07	36,788.45	10,685.89	-	1,200.22	1,876.85	16,111.21		69,557.69
Jul	2,993.62	36,221.53	10,843.80	-	1,329.93	2,093.81	13,190.35		66,673.04
Aug	2,813.55	35,913.14	9,591.72	-	1,134.05	6,892.72	-		56,345.18
Sep									-
Total Mo. Franchise	\$ 30,422.11	\$ 403,393.23	\$ 130,435.12	\$ 11,901.60	\$ 13,844.04	\$ 28,499.64	\$ 129,451.81		\$ 748,810.05
	Choice Waste AKA Waste Connections	Waste Management	All Service Refuse AKA Republic Services	S & S National Waste AKA Bicon, Inc.	Panzarella Waste & Recycling Services	Great Waste	COASTAL WASTE & RECYCLING INC		Solid Waste Fund
Monthly Franchise									
Oct	\$ 835.36	\$ 11,077.62	\$ 3,759.04	\$ 1,259.11	\$ 388.40	\$ 1,555.34	\$ 3,811.00		\$ 22,685.87
Nov	\$ 867.18	\$ 12,833.66	\$ 5,459.71	\$ 1,432.75	\$ 427.70	\$ 977.49	\$ 4,026.43		\$ 26,024.92
Dec	\$ 880.35	\$ 12,586.31	\$ 6,522.02	\$ 1,275.34	\$ 410.23	-	\$ 3,258.87		\$ 24,933.12
Jan	\$ 895.14	\$ 12,645.65	\$ 3,997.99	-	\$ 340.02	\$ 738.95	\$ 4,217.88		\$ 22,835.63
Feb	\$ 888.70	\$ 12,529.14	-	-	\$ 409.25	\$ 1,030.52	-		\$ 15,145.11
Mar	\$ 885.08	\$ 12,089.40	\$ 4,550.02	-	\$ 352.98	\$ 776.78	\$ 8,496.52		\$ 27,150.78
Apr	-	\$ 12,725.92	\$ 4,697.87	-	\$ 455.82	\$ 799.67	\$ 4,413.75		\$ 23,093.03
May	\$ 1,988.15	\$ 11,669.07	\$ 4,117.94	-	\$ 608.89	-	\$ 5,158.98		\$ 23,543.03
Jun	965.03	12,262.82	3,561.96	-	400.08	625.62	5,370.40		\$ 23,185.91
Jul	997.87	12,073.85	3,614.60	-	443.31	697.94	4,396.79		\$ 22,224.36
Aug	937.85	11,971.05	3,197.24	-	378.02	2,297.58	-		\$ 18,781.74
Sep									\$ -
Total Mo. Franchise	\$ 10,140.71	\$ 134,464.49	\$ 43,478.39	\$ 3,967.20	\$ 4,614.70	\$ 9,499.89	\$ 43,150.62		\$ 249,603.50
Total Receipts	\$ 41,637.82	\$ 538,932.72	\$ 174,988.51	\$ 17,093.80	\$ 19,533.74	\$ 39,074.53	\$ 173,677.43	\$ 1,004,938.55	

City of Dania Beach: Master Capital Projects Summary as of 07-31-2024

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

City of Dania Beach: Master Capital Projects Summary as of 07-31-2024

Project Name	Project Number	Revenue Source	Original Budget	Grant Award	Cash Match	Budget Amendments	Total Budget Allocation	Total Expenses & Encumbrances	FY 23-24 Carryforward Amount	Project Phase/ Status	Anticipated Completion Date	Grant Expiration
IT Parker Community Center Renovations	ITPCC 2023	Facilities, Flood Insur. Proceeds, Fund Balance	125,000			830,671	955,671	(955,671)	-	Construction		
CW Thomas Park Phase I	N/A	Bank Loan, Capital	18,100,000	-	-	6,042,980	24,227,452	(1,542,073)	22,950,885	Construction		
Corridor Master Plan	N/A	Capital	788,000	-	-	-	788,000	-	788,000	Design		
Olsen Middle School	N/A	Capital	500,000	-	-	-	500,000	-	500,000	Design		
Boisy Walters Park Master Plan	N/A	Capital	100,000	-	-	-	100,000	-	100,000	Design		
City Hall Park	N/A	Capital	150,000	-	-	-	150,000	(26,500)	123,500	Construction		
City Hall Modernization Project	N/A	Capital	200,000	-	-	-	200,000	(166,690)	33,310	Design		
LPR System	N/A	Capital	600,000	-	-	-	600,000	(574,125)	25,875			
PJ Meli Improvement - Aquatic Center Master Plan		Capital	1,000,000			-	1,000,000	-	1,000,000			
EOC Building Project		Capital	454,449			-	454,449	(404,449)	50,000			

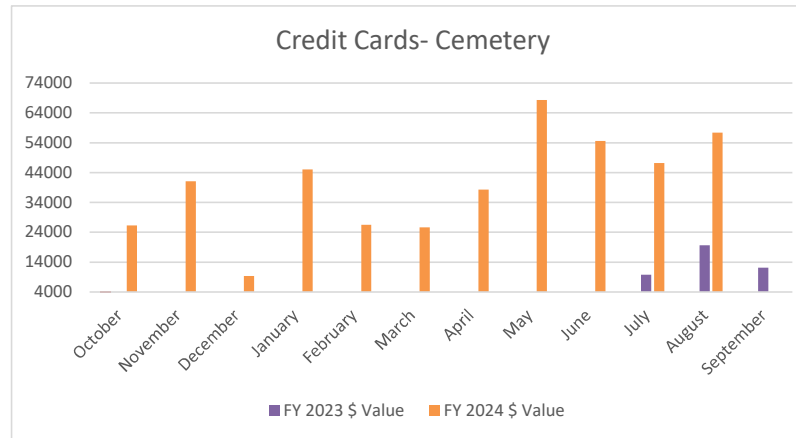
Total Capital Projects Fund

27,552,116	-	-	10,921,040	39,257,628	(9,473,578)	30,120,055
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Upcoming Projects

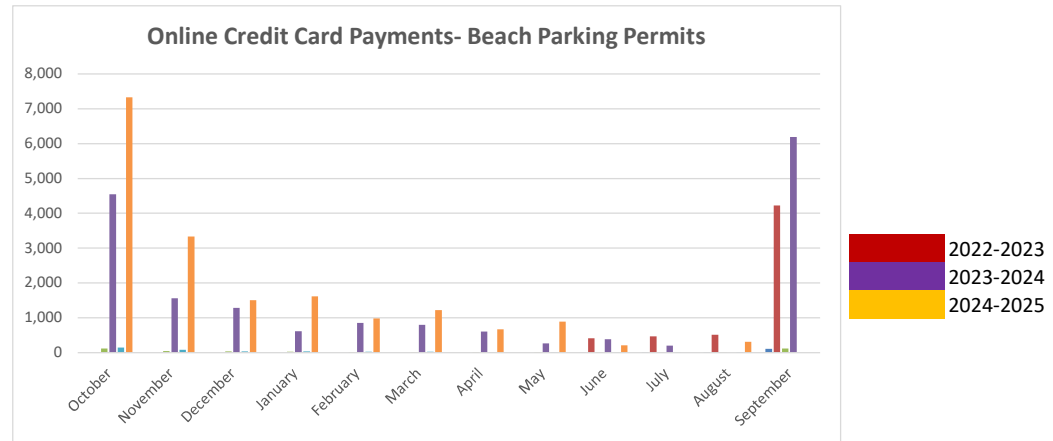
Beachside Restroom Improvement	PS-BP-0015	Capital	2,000,000							Planning		
Bus Stop Improvements	PS-RB-0110	Capital	90,000							Planning		
Neighborhood Water Line Replacement	PS-WU-0060	Water	203,000							Planning		
Water Plant Chemical Feed Area	PS-WU-0070	Water	150,000							Planning		
Tiger Tail Horizontal Well/Hydraulic Modeling	PS-WU-0052	Water								Planning		
Wells G&I Rehabilitation	PS-WU-0053	Water	100,000							Planning		
Dune Design Segment III Beach Nourishment	PS-BP-0051	Capital	20,900							Design		
Corridor Landscape Master Plan	PS-RB-0090	Capital	788,000							Design		
NW/SW 1st Street Water Main	PS-WU-0020, PS-WU-0021	Water	500,000							Design		
Water Plant Accelerator Cleaning	PS-WU-0030	Water	100,000							Design		
SW 52nd Street Drainage Improvement	PS-SW-0041	Stormwater	1,200,000	Resilient FL						RFP		
Fuel Facility Improvements	PS-PB-0060	Capital	50,000							Construction		
NW 1st St Streetscape	PS-RB-0070	Capital	250,000							RFQ		
West Wing Life Safety	PS-PB-0051	Capital								Construction		
Median/Poles Electrification	PS-RB-0080	Capital	500,000							Construction		
Tidal Valves - Stormwater System	PS-SW-0100	Stormwater	250,000							On Hold		
FPL Service Laterals to Lights	PS-BP-0023	Capital								On Hold		
SW 34th Terrace Improvement	PS-SW-0060	Stormwater	750,000							On Hold		
SeaTech Parking Garage	PS-BP-0053	Capital	1,200,000							On Hold		
			8,151,900	-	-	-	-	-	-			

	FY 2023		FY 2024	
	<u># of</u>		<u># of</u>	
	<u>Pymts</u>	<u>\$ Value</u>	<u>Pymts</u>	<u>\$ Value</u>
October			12	\$26,300
November			21	\$41,105
December			6	\$9,330
January			19	\$44,995
February			9	\$26,465
March			9	\$25,630
April			9	\$38,255
May			17	\$68,375
June			18	\$54,575
July	5	\$9,740	18	\$47,175
August	8	\$19,610	25	\$57,400
Septembe	6	\$12,030		
		\$41,380		\$439,605

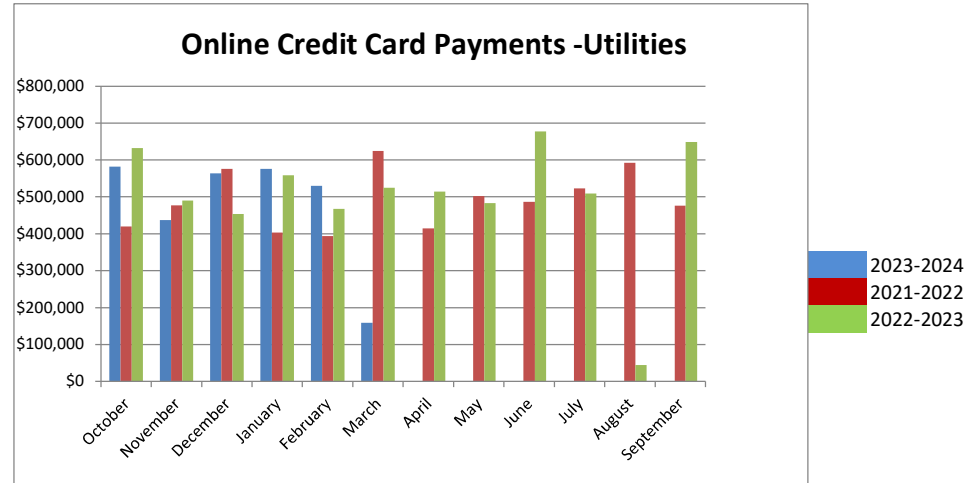


2023-2024
2024-2025

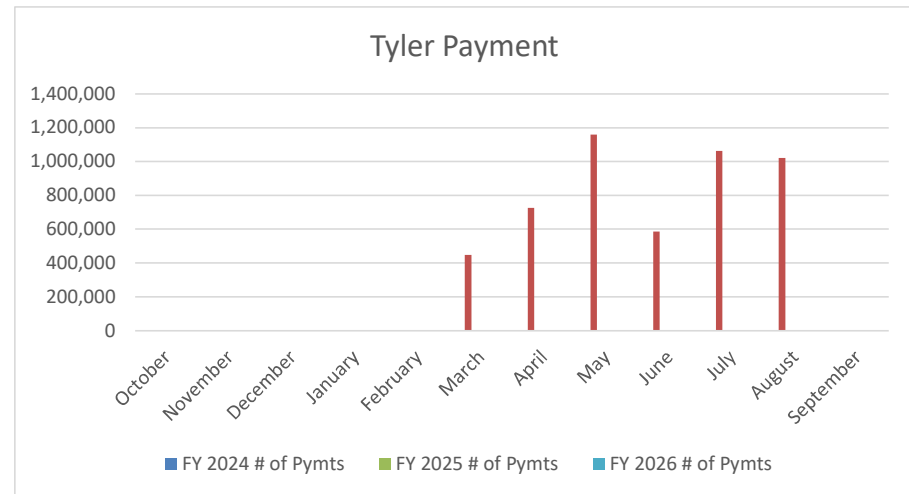
FY 2022			FY 2023		FY 2024	
			<u># of</u>		<u># of</u>	
	<u># of Pymts</u>	<u>\$ Value</u>	<u>Pymts</u>	<u>\$ Value</u>	<u>Pymts</u>	<u>\$ Value</u>
October			112	\$4,547	141	\$7,334
November			46	\$1,562	74	\$3,333
December			36	\$1,284	37	\$1,503
January			23	\$615	31	\$1,616
February			19	\$851	23	\$979
March			18	\$802	26	\$1,225
April			13	\$604	19	\$663
May	0	\$0	10	\$267	21	\$888
June	9	\$411	10	\$385	9	\$208
July	10	\$460	9	\$198	2	\$0
August	13	\$508	2	\$0	20	\$310
Septembe	106	\$4,227	115	\$6,191		



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

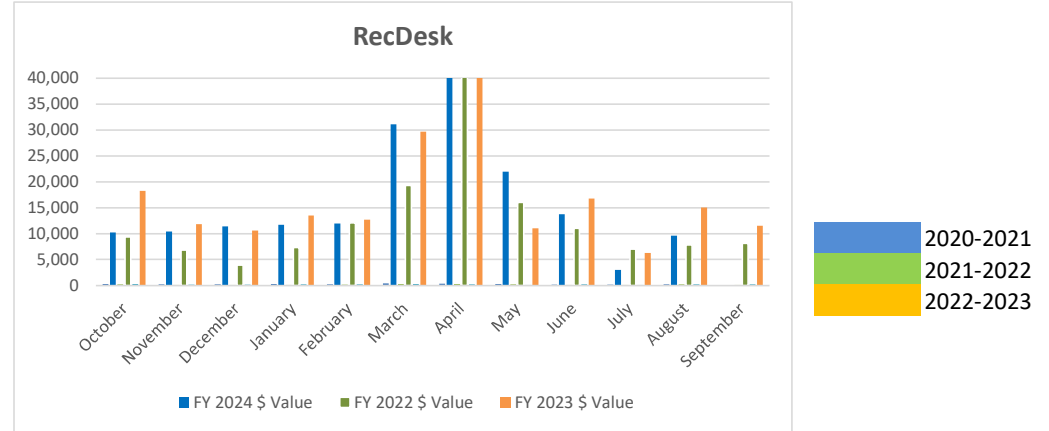


	FY 2024		FY 2025		FY 2026	
	<u># of</u>		<u># of</u>		<u># of</u>	
	<u>Pymts</u>	<u>\$ Value</u>	<u>Pymts</u>	<u>\$ Value</u>	<u>Pymts</u>	<u>\$ Value</u>
October						
November						
December						
January						
February						
March	31	\$448,959				
April	30	\$724,743				
May	30	\$1,159,841				
June	30	\$584,435				
July	31	\$1,062,320				
August	31	\$1,020,856				
September						

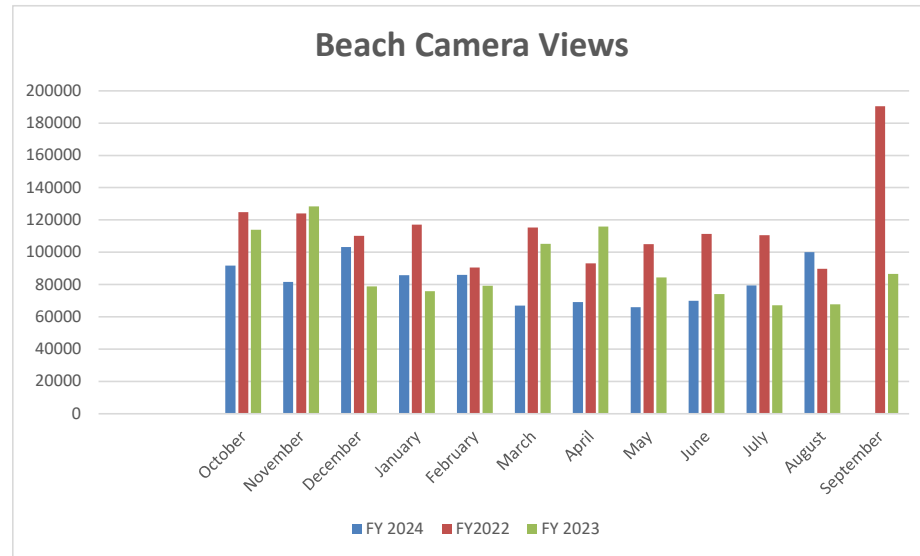


Pull information from "Net Financial Activity"

	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	422	\$31,083	252	\$19,322	339	\$29,674
April	377	\$5,988,032	264	\$48,956	229	\$54,344
May	315	\$21,926	205	\$16,068	147	\$11,025
June	168	\$13,708	125	\$10,999	216	\$16,773
July	183	\$3,038	108	\$7,008	125	\$6,317
August	233	\$9,575	203	\$7,805	242	\$15,031
September			133	\$8,115	240	\$11,545

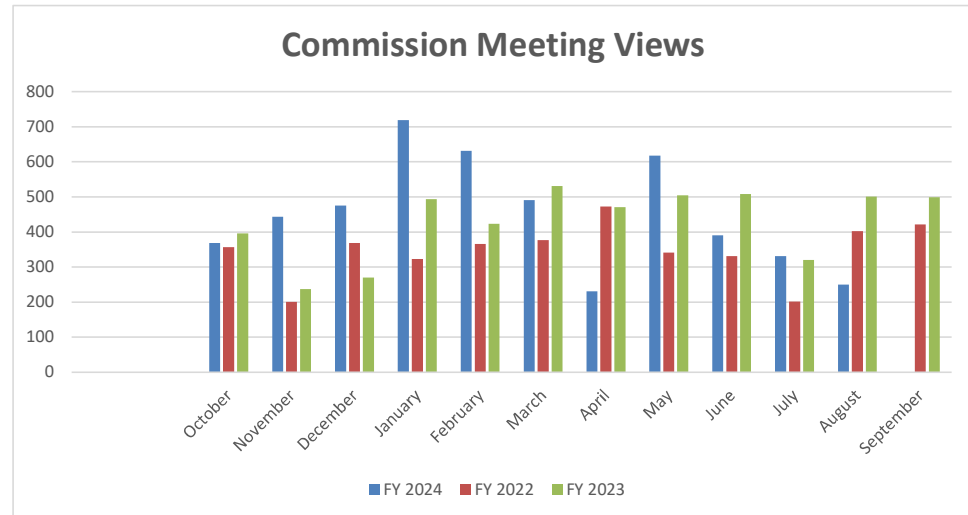


	FY 2024	FY2022	FY 2023
October	91,700	124,800	113,900
November	81,600	124,100	128,500
December	103,200	110,100	78,800
January	85,800	117,200	75,900
February	85,900	90,500	79,200
March	67,000	115,300	105,100
April	69,100	93,100	115,900
May	66,000	104,900	84,300
June	70,000	111,500	74,100
July	79,400	110,600	67,100
August	100,100	89,700	67,700
September		190,300	86,600



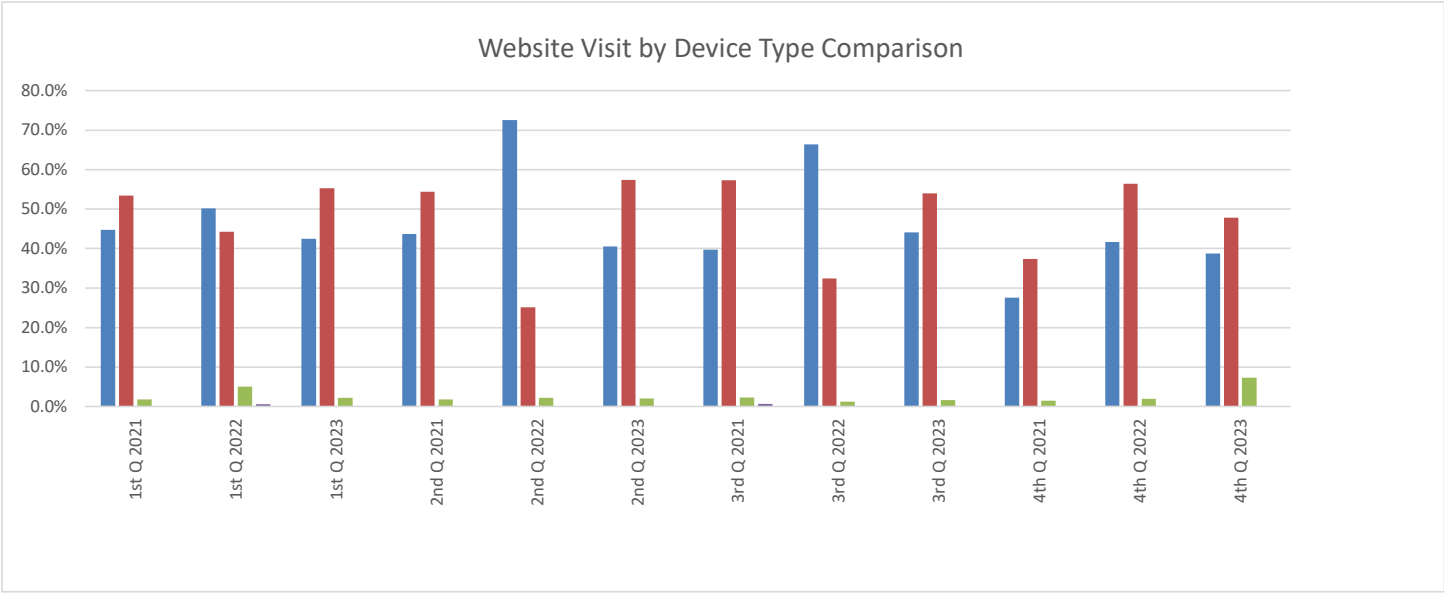
YouTube Channel
FY 2024 **FY 2022** **FY 2023**

October	369	357	396
November	444	201	238
December	475	369	270
January	719	323	494
February	632	366	424
March	491	377	531
April	231	473	471
May	618	342	505
June	391	331	508
July	331	202	321
August	250	403	501
September		422	499

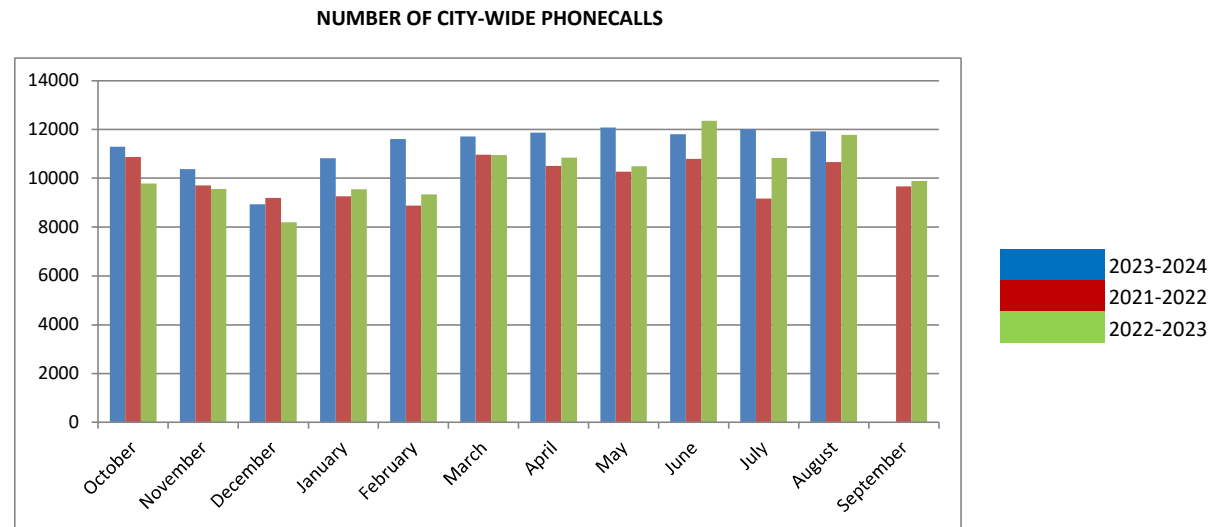


Website Visit by Device Type Comparison

	1st Q 2021	1st Q 2022	1st Q 2023	2nd Q 2021	2nd Q 2022	2nd Q 2023	3rd Q 2021	3rd Q 2022	3rd Q 2023	4th Q 2021	4th Q 2022	4th Q 2023
Desktop	44.7%	50.2%	42.5%	43.7%	72.5%	40.5%	39.7%	66.4%	44.1%	27.6%	41.6%	38.8%
Smartphone	53.4%	44.2%	55.3%	54.4%	25.1%	57.4%	57.3%	32.5%	54.0%	37.3%	56.4%	47.9%
Tablet	1.8%	5.0%	2.2%	1.9%	2.2%	2.1%	2.3%	1.2%	1.6%	1.5%	2.0%	7.3%
Other	0.0%	0.6%		0.0%			0.7%			0.1%		

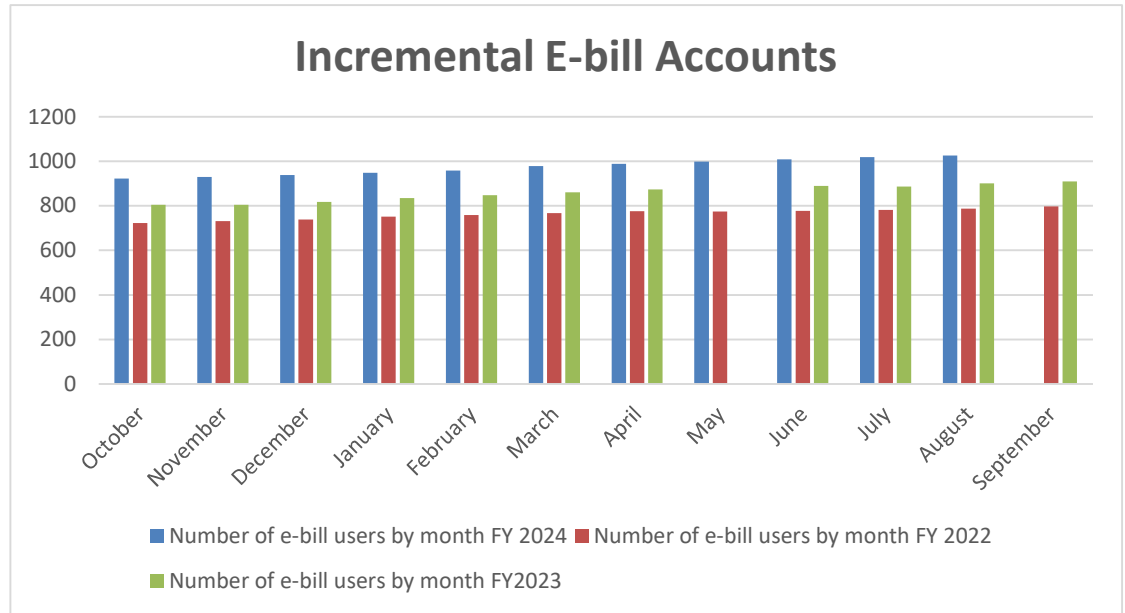


	<u>FY 2024</u>	<u>FY 2022</u>	<u>FY 2023</u>
October	11,286	10,868	9,789
November	10,370	9,702	9,564
December	8,932	9,193	8,197
January	10,820	9,268	9,543
February	11,612	8,875	9,338
March	11,703	10,960	10,946
April	11,869	10,499	10,851
May	12,087	10,274	10,489
June	11,809	10,791	12,351
July	12,019	9,164	10,843
August	11,919	10,658	11,775
September		9,667	9,897



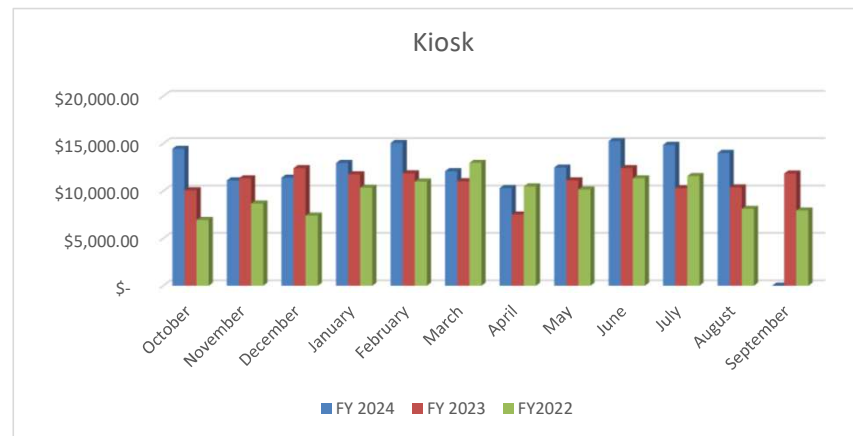
Number of e-bill users by month

	<u>FY 2024</u>	<u>FY 2022</u>	<u>FY2023</u>
October	922	722	804
November	929	731	805
December	939	738	818
January	948	751	835
February	959	759	848
March	979	767	861
April	988	776	873
May	999	775	
June	1008	778	890
July	1019	782	886
August	1026	787	901
September		797	910



Kiosk

	<u>FY 2024</u>	<u>FY 2023</u>	<u>FY2022</u>
October	\$ 14,452.23	\$ 10,067.50	\$ 6,940.80
November	\$ 11,121.83	\$ 11,339.44	\$ 8,678.89
December	\$ 11,401.43	\$ 12,409.30	\$ 7,403.30
January	\$ 12,953.63	\$ 11,755.07	\$ 10,348.96
February	\$ 15,069.97	\$ 11,856.78	\$ 10,992.74
March	\$ 12,091.93	\$ 11,032.47	\$ 12,964.70
April	\$ 10,302.51	\$ 7,514.64	\$ 10,480.52
May	\$ 12,472.31	\$ 11,120.90	\$ 10,160.84
June	\$ 15,266.47	\$ 12,405.61	\$ 11,336.27
July	\$ 14,865.64	\$ 10,289.44	\$ 11,575.17
August	\$ 14,014.91	\$ 10,380.86	\$ 8,117.21
September	\$ -	\$ 11,842.84	\$ 7,940.87



Business Tax Receipt Activity - August 2024

Out of Business/Inactive	# of BTRs	Dollar Amount
BF Dania LLC	1	\$ 530.00
Trey Lokey Inc	1	\$ 131.25
E Combustible Energy LLC	1	\$ 728.75
Fence Wholesale LLC	1	\$ 477.50
Fence Wholesale LLC	1	\$ 525.00
Garneau, Martin	1	\$ 31.50
Horacio Giacomo LLC	1	\$ 31.50
Ikash LLC	1	\$ 577.50
Marko Zivanovic	1	\$ 236.25
Sam Holdings 2000 LLC	1	\$ 186.00
Southpaw of S FL Inc	1	\$ 246.25
Spectrasite Communications LLC	1	\$ 1,050.00
Tinker's	1	\$ 372.50
Total Out of Business/Inactive	13	\$ 5,124.00

New Approved Applications	# of BTRs	Dollar Amount
203 NE 2nd AVE LLC	1	\$ 63.00
36 SW 15 ST LLC	1	\$ 191.25
Altitude Trading Inc	1	\$ 31.50
Basad Investment LLC	1	\$ 63.00
Bob Scott Light, Power and Sign LLC	1	\$ 625.00
Burger Guys of Dania Pointe LLC	1	\$ 372.50
Morning Joe Dania Pointe LLC	1	\$ 630.00
D N Y Holdings LLC	1	\$ 63.00
Dania JSS LLC	1	\$ 207.00
Don Transportation LLC	1	\$ 131.25
Ellie M Corney	1	\$ 31.50
Essentialis LLC	1	\$ 15.75
Fence Wholesale LLC	1	\$ 777.50
Fence Wholesale LLC	1	\$ 625.00
Flips and Twists LLC	1	\$ 454.38
Global Companies LLC	1	\$ 1,313.75
WSA Insurance LLC	1	\$ 677.50
Goodfellas Locksmith LLC	1	\$ 131.25
Grupo Alke LLC	1	\$ 677.50
Ina Mitskevich	1	\$ 63.00
Itzhak Bak	1	\$ 31.50
HFD No 55 Inc	1	\$ 1,465.00
Martin A Ruggeri Samarra	1	\$ 207.00
Mary Pisani	1	\$ 31.50
Natalia Villegas & Guillermo Yunez	1	\$ 63.00
Nissim Realty LLC	1	\$ 15.75
Professional Medical Research LLC	1	\$ 751.25
Sam Holdings 2000 LLC	1	\$ 186.00
Southpaw Pet Grooming Inc	1	\$ 546.25
Tal Rent A Car 123 LLC	1	\$ 367.50
Foldmaster Laundry Solutions LLC	1	\$ 1,599.50
Total New Applications	31	\$ 12,408.88

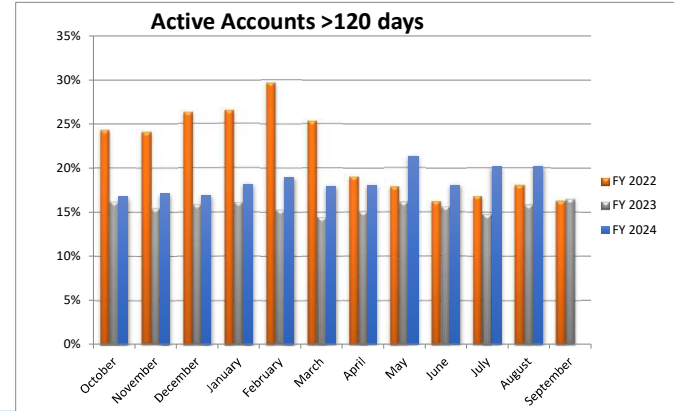
BTR Status	# of BTRs	Total Dollar Amount
Open Renewals- Current Year	308	\$ 85,766.80
Paid Renewals	2,963	\$ 1,035,352.34
Total BTRs as of 08/31/2024	3,271	\$ 1,121,119.14 **

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

WATER & SEWER UTILITY AGING REPORT

ACTIVE ACCOUNTS

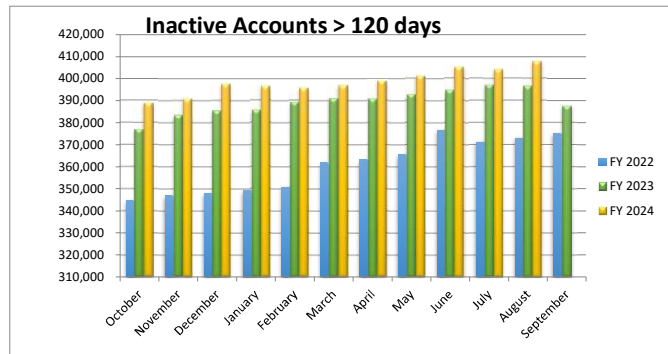
	FY 2022			FY 2023			FY 2024		
	>120 Past Due	Monthly Billings	% DELQ	>120 Past Due	Monthly Billings	% DELQ	>120 Past Due	Monthly Billings	% DELQ
October	275,153	\$ 1,130,854	24%	184,989	\$ 1,140,696	16%	207,794	\$ 1,241,355	17%
November	276,502	1,145,557	24%	186,463	1,205,526	15%	216,614	1,267,676	17%
December	286,708	1,088,332	26%	188,661	1,186,620	16%	214,935	1,270,207	17%
January	309,337	1,166,202	27%	188,029	1,165,000	16%	220,340	1,211,794	18%
February	322,379	1,084,213	30%	185,376	1,210,890	15%	231,139	1,217,188	19%
March	281,908	1,112,053	25%	183,535	1,267,253	14%	235,434	1,310,333	18%
April	222,556	1,169,668	19%	190,502	1,262,289	15%	236,352	1,307,061	18%
May	211,091	1,178,959	18%	189,684	1,172,418	16%	262,509	1,229,203	21%
June	190,542	1,173,565	16%	184,340	1,178,310	16%	247,808	1,372,056	18%
July	201,407	1,194,888	17%	190,677	1,288,709	15%	261,459	1,298,366	20%
August	202,749	1,120,866	18%	198,874	1,252,551	16%	252,820	1,250,659	20%
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%	\$ 235,200	\$ 1,270,536	19%



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	>120 Past Due	% +/-	>120 Past Due	>120 Past Due	% +/-
October	344,685	377,040	9%	388,922	390,867	2%	388,922	390,867	2%
November	346,914	383,454	10%	390,867	397,662	3%	390,867	397,662	3%
December	347,964	385,515	10%	397,662	396,459	3%	397,662	396,459	3%
January	349,252	385,601	9%	396,459	395,697	2%	396,459	395,697	2%
February	350,890	389,237	10%	395,697	397,067	2%	395,697	397,067	2%
March	361,917	391,059	7%	397,067	398,812	2%	397,067	398,812	2%
April	363,125	390,781	7%	398,812	401,076	2%	398,812	401,076	2%
May	365,539	392,882	7%	401,076	405,003	3%	401,076	405,003	3%
June	376,626	394,781	5%	405,003	404,194	2%	405,003	404,194	2%
July	371,165	397,219	7%	404,194			404,194		
August	372,990	396,674	6%	407,690			407,690		
September	375,001	387,690	3%						
Annual Avg	\$ 360,506	\$ 389,328	7%	\$ 398,495		2%	\$ 398,495		2%



	Water Fund				Monthly Utility Account Activity			MISC	
	Building/ New Construction Activity				Delinquent Account Activity			New Accts	
	Water Impact Fee		Water Tap Fee		Delinquent		⁵	# per Month	Prior Yr.
	2023	2024	2023	2024	2023	2024	# of Accts		
Oct	46,710.00	3,114.00	-	1,450.00	2,565.00	2,660.00	532.00	47	30
Nov		-	-	-	2,540.00	2,865.00	573.00	39	35
Dec	53,717.00	6,228.00	-	-	3,125.00	2,630.00	526.00	48	40
Jan	2,282.00	-	-	-	2,795.00	2,995.00	599.00	48	33
Feb	44,375.00	10,241.00	4,671.00	-	2,630.00	2,855.00	571.00	40	40
Mar	1,557.00	1,557.00	-	1,450.00	2,760.00	2,770.00	554.00	50	60
Apr	7,785.00	-	1,650.00	-	1,965.00	2,265.00	453.00	58	35
May	1,557.00	2,900.00	-	-	2,215.00	2,480.00	496.00	56	55
Jun	4,671.00	12,456.00	1,450.00	1,750.00	2,715.00	3,005.00	601.00	39	49
Jul	-	-	-	75.00	2,860.00	2,640.00	528.00	43	53
Aug	10,120.00	63,837.00	12,456.00	1,935.00	2,855.00	2,710.00	542.00	48	52
Sept	196,961.00		1,750.00		2,510.00		-		39
Total	\$ 369,735	\$ 100,333	\$ 21,977	\$ 6,660	\$ 31,535	\$ 29,875	\$ 5,975	516	521

10% # of City's 4850 account became delinquent for this period

City of Dania Beach

General Fund

Unassigned Fund Balance - - Contingency

Balance 10/1/23 (Audited)

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

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

\$ 426,700	\$ 28,875,722
------------	---------------

(Uses) / Additions:

October	-	(838,552)
November	(6,800)	(1,651,835)
December	(11,122)	-
January	(27,950)	-
February	(8,483)	-
March	(6,200)	-
April	(11,850)	(1,000,000)
May	(12,900)	-
June	(4,820)	-
July	(55,000)	-
August	(3,138)	-
September	-	-

Sub-Total (Uses) / Additions

(148,263)	(3,490,387)
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Sub-Total Available

278,437	25,385,335
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Other Considerations

GFOA/City Commission 25% Reserve

(13,000,000) est.

Estimate of Availability at 09/30/24

\$ 278,437	\$ 12,385,335
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City of Dania Beach

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

Contingency Account

Original Budget \$ 325,000

Amendment 101,700

Uses:

Collins playground, veterans Park and 5k Race

	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	(6,200)	Loving Souls \$200; BLC Scholarship \$1,000;Collins Elementary Parade \$5k
April	(11,850)	\$3k Olsen Middle Graduation, \$3k Coast Guard Aux Rental, \$500 Presige Club, \$4k Earth Day Sculpture; \$450 Special event fees
May	(12,900)	Pedestal and Plaques -DP Key \$5,900; Pillow Talk prog \$2500;End of Year School Takeover Event \$,500
June	(4,820)	Post 209 Boys & Girls -State \$2,694; Summer Camps \$2,126
July	(55,000)	Lighthouse for students \$2,500; Career Source Broward \$50k; Love our Nation \$2,500
August	(3,138)	DB Chamber Mayoral - Sponsorship - \$2,000; AFL-CIO Ball - 4 tickets - \$1,138
September		
Balance Remaining	\$ 278,437	

City of Dania Beach

General Fund

Analysis of

Fund Balance

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



MINUTES OF REGULAR MEETING
DANIA BEACH CITY COMMISSION
TUESDAY, SEPTEMBER 12, 2024 – 7:00 P.M.

1. CALL TO ORDER/ROLL CALL

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

Present:

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

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

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

3. BUDGET PUBLIC HEARING ITEMS

3.1 RESOLUTION NO. 2024-__

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RELATING TO THE IMPOSITION OF FIRE RESCUE ASSESSMENTS AND PROVISION OF FIRE PROTECTION SERVICES, FACILITIES, AND PROGRAMS IN THE CITY OF DANIA BEACH, FLORIDA; RATIFYING, CONFIRMING, AND SUPPLEMENTING RESOLUTION NO. 2024-096; REIMPOSING FIRE RESCUE ASSESSMENTS WITH UPDATED ASSESSMENT RATES AGAINST ASSESSED PROPERTY LOCATED WITHIN THE CITY OF DANIA BEACH FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024; APPROVING THE RATES OF ASSESSMENT; APPROVING THE FINAL ASSESSMENT ROLL; PROVIDING FOR EFFECT OF ADOPTION OF RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. (Finance)

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

Chief Financial Officer Frank DiPaolo introduced the item.

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

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

3.2 RESOLUTION NO. 2024-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RELATING TO THE PROVISION OF SOLID WASTE SERVICE ASSESSMENTS IN THE CITY OF DANIA BEACH, FLORIDA; RE-IMPOSING SOLID WASTE SERVICE ASSESSMENTS AGAINST ASSESSED PROPERTY LOCATED WITHIN THE BOUNDARIES OF THE CITY OF DANIA BEACH FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024; APPROVING THE RATE OF ASSESSMENT; APPROVING THE ASSESSMENT ROLL; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (Finance)

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

Chief Financial Officer Frank DiPaolo introduced the item.

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

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

3.3 RESOLUTION NO. 2024-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RELATING TO THE PROVISION OF STORMWATER MANAGEMENT SERVICES IN THE CITY OF DANIA BEACH, FLORIDA; IMPOSING AND RE-IMPOSING STORMWATER ASSESSMENTS AGAINST PROPERTY LOCATED WITHIN THE CITY OF DANIA BEACH FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024; APPROVING THE RATE OF ASSESSMENT; APPROVING THE ASSESSMENT ROLL; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (Finance)

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

Chief Financial Officer Frank DiPaolo introduced the item.

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

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

3.4 RESOLUTION NO. 2024-__

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

City Attorney Boutsis read the title of the resolution into the record. She commented that the proposed operating municipal millage rate will be 5.9998 mills which reflects no change from the city's current fiscal year millage rate. This operating millage rate represents a 4.99% increase over the roll back rate of 5.7147 mills, as computed in accordance with 200.65 of the Florida Statutes. The voter approved debt service millage rate is 0.0985 mills, in accordance with the provisions of the law pursuant to 200 of the Florida Statutes and the city's aggregate millage rate is 6.0983 mills, which is 5.9998 mills for operating and 0.0985 mills for debt service. The final public hearing for the ad valorem tax millage and budget will be held on Tuesday, September 24th, 2024 here at City Hall at 100 West Dania Beach Boulevard at 7:00 p.m.

Chief Financial Officer Frank DiPaolo introduced the item.

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

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

3.5 RESOLUTION NO. 2024-__

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

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

Chief Financial Officer Frank DiPaolo introduced the item.

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

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

4. PRESENTATIONS AND SPECIAL EVENT APPROVALS

4.1 Eagle Scouts Presentation of Flag Box - *Sponsored by Vice Mayor Lewellen*

Jacob McKaig from Troop 436 presented his Eagle Project, a flag retirement box, where residents can respectfully retire their American flags.

4.2 CareerSource Broward - Summer Youth Employment Program (SYEP) - *Sponsored by Commissioner James*

Latima Thomas of CareerSource Broward gave a PowerPoint presentation on the Summer Youth Employment Program and gave a brief overview of how it went.

4.3 Request for Approval of Proclamation - Childhood Cancer Awareness Month - *Sponsored by Commissioner Davis*

Consensus to approve the proclamation.

5. PROCLAMATIONS

There were no proclamations.

6. ADMINISTRATIVE REPORTS

6.1 City Manager

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

- Recruitment video for the City of Dania Beach
- Commendation to the Marketing Team for winning the Silver Circle Award for the Pioneer Newsletter at the National Savvy Awards in Texas
- Broward County School Board meeting changed to Monday, September 30th, 2024 at South Broward High School to address Dania Beach schools
- Bond Rating meeting
- Partnership with Rita Crocket for beach volleyball program at Frost Park
- Conversations with Ron Book regarding the upcoming legislative session
- Water plant project to replace motor gear box, valves and actuators
- Southwest 52nd Street storm drainage project

6.2 City Attorney

City Attorney Boutsis had nothing to report.

6.3 City Clerk - Reminders

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

- September 24, 2024 Final Budget Hearing and Regular City Commission Meeting - 7:00 p.m.
- October 7, 2024 CRA Board Meeting - 5:30 p.m.
- October 7, 2024 Regular City Commission Meeting - 7:00 p.m.

7. PUBLIC SAFETY REPORTS

Captain Tarala reported on recent criminal activity in the city to include a shots fired call, a burglary in progress and a robbery. He provided an update on Dania Pointe and said there hasn't been a single issue in 8 weeks. He advised that Broward Sheriff's Office will be holding a Shred-a-thon and Operation Medicine Cabinet on Saturday, September 21st, 2024 at Bass Pro Shops from 10:00 a.m. to 1:00 p.m. and the Night Out with Law Enforcement at Frost Park on October 25th, 2024. He further advised that the department will be setting up a DL checkpoint in the city and he will advise the date, time and location when he is aware of it. Captain Tarala commended Lieutenant Cooper for everything she does for the department and the city.

Fire Chief Pellecer reported that they just finished up with the biannual fire drills with City Hall, Public Services and Parks and Recreation and everyone did a great job. The firefighters have been participating in Life Scan physicals to ensure they are in top shape, and they have brought back the senior meetings to provide safety tips to seniors. He reported on call volumes within the city, and he thanked the Commission and City Staff for their support during the annual September 11th Commemoration. He noted that they are preparing for the Toy Drive and will be working with the Parks and Recreation team and Special Events team to bring something better this year.

8. CITIZENS' COMMENTS

The following spoke under citizens' comments:

- Linda Wilson – 1547 Adams Street, Hollywood

9. CONSENT AGENDA

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

- 9.1 Minutes: August 27, 2024 City Commission Meeting

Approved under consent agenda.

- 9.2 Travel Requests: None.

- 9.3 RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN INTERLOCAL AGREEMENT ("ILA") FOR OPTIONAL SERVICES WITH BROWARD COUNTY RELATING TO SERVICES FOR THE "KEEP BROWARD BEAUTIFUL" PROGRAM FOR HOUSEHOLD HAZARDOUS WASTE, BULK TRASH AND YARD

WASTE DROP-OFF PROGRAMS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.(Public Services)

Approved under consent agenda.

9.4 RESOLUTION NO. 2023-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A FOURTH AMENDMENT TO AN INTERLOCAL AGREEMENT ("ILA") WITH BROWARD COUNTY AND THE CITY OF DANIA BEACH RELATING TO COMMUNITY SHUTTLE BUS TO ADJUST THE SERVICING ROUTE FOR THE EAST AND WEST ROUTES, AND MODIFY THE OPERATING HOURS FROM MONDAY-SATURDAY (9:00 A.M. - 5:47 P.M.) TO MONDAY-SATURDAY (9:00 A.M. - 6:00 P.M.); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.(Public Services)

Approved under consent agenda.

9.5 RESOLUTION NO. 2023-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR THE FLORIDA RECREATIONAL DEVELOPMENT ASSISTANCE PROGRAM ("FRDAP") TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR STATE OF FLORIDA FISCAL YEAR 2024-2025 FOR ADDITIONAL PLAY STRUCTURE AND MINOR PARK IMPROVEMENTS AT DANIA COVE PARK; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (Parks and Recreation)

Approved under consent agenda.

9.6 RESOLUTION NO. 2023-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH GABOTON GROUP, LLC TO PROVIDE FEDERAL PUBLIC AFFAIRS LOBBYIST AND LEGISLATIVE SERVICES, IN AN AMOUNT NOT TO EXCEED FORTY-FIVE THOUSAND DOLLARS (\$45,000.00) EFFECTIVE OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE (City Manager)

Approved under consent agenda.

9.7 RESOLUTION NO. 2023-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, OPPOSING ANY CURRENT OR FUTURE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION PROPOSED INITIATIVES CURRENTLY KNOWN AS THE "GREAT OUTDOORS INITIATIVE" THAT WOULD AUTHORIZE GOLF COURSES,

PARK LODGES OR PICKLEBALL FACILITIES IN NATURE PRESERVE PARKS; AND OPPOSE ANY SPECIFIC AMENDMENTS TO THE UNIT MANAGEMENT PLAN FOR DR. VON D. MIZELL-EULA JOHNSON STATE PARK; PROVIDING FOR DISTRIBUTION, DIRECTION TO THE CITY'S STATE LOBBYISTS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (Sponsored by Commissioner Davis)

Approved under consent agenda.

10. BIDS AND REQUESTS FOR PROPOSALS

None.

11. QUASI-JUDICIAL HEARINGS

11.1 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, PURSUANT TO THE REQUIREMENTS OF FLORIDA STATUTES SECTION 255.065, AFTER HOLDING THE SECOND OF TWO PUBLIC HEARINGS, ACCEPTS AN UNSOLICITED PROPOSAL BY RITA CROCKETT BEACH SPORTS ACADEMY (RCBSA) FOR A QUALIFIED PROJECT FOR "THE PIT", A BEACH SPORTS FACILITY AT FROST PARK; AND MAKING A DETERMINATION THAT IT IS IN THE PUBLIC'S INTEREST TO PROCEED WITH THE UNSOLICITED PROPOSAL; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (City Attorney)

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

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

- Linda Wilson – 1547 Adams Street, Hollywood

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

Commissioner James stated how proud she is that the Parks Department has partnered with different people to bring unique things to the City of Dania Beach. She noted that the city has had the parks master plan for some time, and it has changed quite a few times and as our needs grow, we need to diversify the types of sports that we offer.

Rita Crockett of Rita Crockett Beach Sports Academy spoke to the Commission and shared her Olympic Medal and Congressional Medal of Honor.

12. FIRST READING ORDINANCES

None.

13. SECOND READING ORDINANCES

12.1 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) FOR REBUILDING LIFT STATIONS NO. 4, NO. 6 AND NO. 11; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

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

Deputy Director of Public Services Dincer Ozaydin introduced the item.

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

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

14. DISCUSSION AND POSSIBLE ACTION

14.1 RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY ADMINISTRATION TO APPROVE A CONTRACT TO WORK WITH DELASOCIAL TO CREATE INTERACTIVE PUBLIC ART MOSAIC IN CELEBRATION OF THE CITY'S 120TH ANNIVERSARY INITIATED BY THE CITY'S PUBLIC ART ADVISORY BOARD; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

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

Director of Community Development Eleanor Norena introduced the item.

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

14.2 U.S. Coast Guard Parking at Dania Beach - *Sponsored by Commissioner Davis*

Commissioner Davis introduced the item and is looking for consensus for free or discounted pricing for parking at the beach.

Commissioner Salvino was willing to provide a discount similar to residents or seniors.

Commissioner James expressed her concern for the revenue that the parking brings in.

Vice Mayor Lewellen expressed her concern for the limited space as well as the need to provide this opportunity to others as well.

There was no direction or action taken on this item.

15. APPOINTMENTS

- 15.1 Education Advisory Board - 2 vacancies
- Vice Mayor Lewellen
- Commissioner Salvino

None at this time.

- 15.2 Marine Advisory Board - 2 vacancies
- Vice Mayor Lewellen
- Commissioner James

None at this time.

Commissioner James and Commissioner Salvino will switch their appointments; therefore, Commissioner James will make an appointment for the Education Advisory Board and Commissioner Salvino will make an appointment for the Marine Advisory Board.

16. COMMISSION COMMENTS

- 15.1 Commissioner Davis

Commissioner Davis congratulated Chief Pellecer on the 9/11 ceremony and said that she received a suggestion from a resident suggesting a partnership with Olsen Middle School to involve some of the children and commemorate 9/11 in partnership with our schools. She inquired when the last meeting would be to use the remainder of the commission contingency funds and City Manager Garcia responded that it would be the September 24th meeting.

- 15.2 Commissioner James

Commissioner James commented that the 9/11 ceremony was beautiful, and it is always a reminder of something that can unite us although it was a horrific tragedy. She has drove by and noticed the progress of C.W. Thomas Park and is excited for the facility and what it will bring the community. She commended the Chamber for always having packed luncheons for the businesses in our city and noted she is excited to be representing the city at the PEA retreat.

- 15.3 Commissioner Salvino

Commissioner Salvino commented that the 9/11 ceremony keeps getting better every year and it was a nice job put on by BSO. He is requesting to utilize \$2,000.00 from the Commission contingency fund to sponsor a table of 10 for the Prestige Club's Gala on October 19th. He is also requesting to utilize \$1,000.00 from his contingency to assist the Prestige Club with their renovations. There was commission consensus to utilize the funds from the Commission contingency and his personal contingency for the Prestige Club.

- 15.4 Vice-Mayor Lewellen

Vice Mayor Lewellen echoed everyone's comments on the wonderful job Chief Pellecer did on the 9/11 ceremony.

15.5 Mayor Ryan

Mayor Ryan said the 9/11 ceremony was very touching and impactful. The city does a wonderful job to honor and remember everything that happened that day.

17. ADJOURNMENT

Mayor Ryan adjourned the meeting at 8:23 p.m.

ATTEST:

CITY OF DANIA BEACH

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

Approved:



City of Dania Beach Human Resources Memorandum

DATE: 9/24/2024

TO: Mayor and Commissioners

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

VIA: Linda Gonzalez, SPHR, SHRM-SCP, Chief Human Resources Officer

SUBJECT: FY 2024-25 General Liability and other Comprehensive Insurance Coverage

Request:

The City Administration requests adoption of a Resolution authorizing the renewal of our fully-insured General Liability and other Comprehensive Insurance Coverage for Fiscal Year 2024-25.

The City's insurance broker, Risk Management Associates, Inc., a wholly owned subsidiary of Brown & Brown, Inc. ("B&B"), has provided a comprehensive insurance renewal package for FY 2024-25. Coverage includes several insurance policies which are detailed on the Premium Comparison attachment.

Background:

Property Appraisal completed

In order to maintain proper insurance coverage, and due to the increase in property value trends, Brown & Brown assisted with a property appraisal service this year, at no charge to the City. The appraisal service includes valuation trending and onsite appraisal services every 5 years to ensure current valuation of the City's assets. In the past few years, construction costs have increased dramatically due to the high level of inflation, supply chain issues, and other economic factors.

Increasing construction costs directly affects Property insurance due to the changing/increased costs to repair or rebuild City assets following insured losses such as the April 2023 flash floods, fire, lightning, hurricane, etc. As outlined below, our property value has increased by \$8.7 million dollars, which resulted in a change in premium of \$126,437.

Below is an overview of historical property trending and the 2024 Property Appraisal process:

- The City's last property appraisal was performed in 2019
- The City trended values by 7.79% in 2023
- The City approved the appraisal with impact as follows:

Current Total Insurable Value (TIV): \$56,207,506

Appraised Values: \$64,922,993

Difference in TIV: \$8,715,487- 16% increase

Change in Premium - \$126,437 (including increase to flood insurance policies)

- Other new assets added during the year comprised an approximately 2% increase in values (including miscellaneous Parks additions and mobile offices at Beach)

Growth Within The City

The City's growth resulted in increased risk exposures utilized to calculate policy premiums as follows:

- 26% increase in value of equipment (including mobile generators, license plate readers, etc.)
- 40% increase in value of vehicle fleet (including 2 ambulances)
- 14% increase in number of vehicles
- 7% increase in number of employees
- 11.76% increase in estimated payroll for FY 2024/25 (which includes cost of living increases and new positions)

Value Added Services with Brown & Brown

B&B has been a trusted insurance partner to the City for several years. Through the insurance program, B&B provides ongoing Risk Management support, intended to control claim activity and transfer risk and the specific services provided by the B&B Team are as follows:

- 4-star rating from Stewardship Report for value and savings associated with TIPS Safety Grant program, Vector Solutions and Streamery online training platforms, Risk Management Resource Center (HR/Cyber/ADA Compliance), and Property Appraisal; \$35,394 value
- Director of Loss Control providing direct support for safety and loss control objectives - including participation in and support of Safety Committee.
- Claims Advocacy for liability, workers compensation, and property claims – specifically facilitated immediate response and daily involvement with mitigation and repairs following the April 2023 flooding.
- Quarterly Claims Reviews
- Participation in Quarterly Safety Meetings
- Direct training of City Staff in areas such as: claims, cyber breach response, vendor insurance requirements.
- COI Compliance Team - Daily Certification of Insurance (COI) reviews and Operational contract insurance recommendations for new contracts. Due to the continued growth in the City, a team of professionals is engaged to assist with effective contractual risk transfer processes and procedures to align with the City's Insurance Policy. Training has been conducted over several sessions with all City Departments to ensure compliance.

The City's Safety Committee has utilized these and other resources to maintain a "best in class" status in risk management and safety objectives.

In summary, the City Administration recommends renewal of the insurance program and continuance of the relationship with Brown and Brown.

What is this and what is the dollar amount \$35,394? Is that the value of all of these services? See the Stewardship Report which details, and can be attached to the Agenda at your decision.

Budgetary Impact

Due to the increase in property values, the general insurance market, and growth within the City and property, the City's FY 2024-25 insurance cost will increase by \$327,113 or 17.14%, for total premium of \$2,234,707. This amount is within the planned, budgeted cost.

Recommendation

Adopt the Resolution authorizing the renewal of fully-insured General Liability and other Comprehensive Insurance Coverage for Fiscal Year 2024-25.

RESOLUTION NO. 2024-_____

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

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 City of Dania Beach (the "City") currently obtains its Comprehensive Property & Casualty coverage (the "Coverage") through Risk Management Associates, Inc., a wholly owned subsidiary of Brown & Brown, Inc. ("B&B"); and

WHEREAS, B&B is responsive and provides guidance to the City relating to loss control, claims handling, risk management and liability concerns on major contractual agreements, special events programming, construction projects, appropriate vendor insurance requirements, and bid specifications; and

WHEREAS, the City Administration recommends that the City Commission waive competitive bidding and authorize renewal of Coverage through Preferred Governmental Insurance Trust (PGIT) and other associated insurers through B&B for Fiscal Year 2024-25; and

WHEREAS, upon adoption of this Resolution, the City will obtain insurance coverages as outlined in the Breakdown of Coverage and Services, a copy of which is attached as "Exhibit A", and is made a part of and incorporated into this Resolution by this reference, which approval of coverage will authorize any and all premium adjustments to be made by the City Manager during the fiscal year, as may be necessary to properly protect the City and its assets.

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

Section 1. That the 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 approves the renewal of the City’s Comprehensive Property & Casualty coverage through Risk Management Associates, Inc., a wholly owned subsidiary of Brown & Brown, Inc. (“B&B”), for FY 2024-25 for a combined annual premium amount of Two Million Two Hundred Fifty-Nine Thousand Seven Hundred Seven Dollars (\$2,259,707.00) for coverage beginning October 1, 2024 through September 30, 2025.

Section 3. That the cost of the Coverage has increased due to major changes in City’s risk exposures such as a sixteen percent (16%) increase in property values, audited payrolls, vehicles, equipment, and real property inventory, is planned, appropriated and has been made available through appropriate allocations to various City Funds in the proposed Fiscal Year 2024-2025 budget.

Section 4. That the cost for coverage shall exceed the Fifty Thousand Dollars (\$50,000.00) annual vendor threshold, and the City Commission hereby waives the competitive procurement requirements relating to the renewal of its Comprehensive Property & Casualty coverage with Preferred Governmental Insurance Trust (PGIT) and other associated insurers through B&B for Fiscal Year 2024-25.

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 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 upon passage.

SIGNATURES ON THE FOLLOWING PAGE

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

PREMIUM AND COVERAGE COMPARISON

Covered Party:	City of Dania Beach
Effective Date:	10/1/2024
Version Date:	8/29/2024



LINE OF COVERAGE	2023/2024			2024/2025		
	LIMIT	DEDUCTIBLE	ANNUAL PREMIUM	LIMIT	Deductible	ANNUAL PREMIUM
PGIT PACKAGE POLICY (Property, Inland Marine, Crime, GL, Auto, POL)						
Property:				18% Increase in values due to new property added and Property Appraisal to update current Replacement Costs.		
Preferred Gov't Ins Trust						
Buildings & Contents - Blanket	\$ 55,017,083	\$ 10,000	\$ 786,737	\$ 64,922,993	\$ 10,000	\$ 930,286
Equipment Breakdown	\$ 55,017,083	\$ 10,000		\$ 64,922,993	\$ 10,000	
Excess Flood	\$ 3,000,000	\$ 10,000		\$ 3,000,000	\$ 10,000	
Named Windstorm	\$ 55,017,083	5%/\$35,000 minimum		\$ 64,922,993	5%/\$35,000 minimum	
Accounts Receivable	\$ 500,000	\$ 10,000		\$ 500,000	\$ 10,000	
Additional Expense	\$ 1,000,000	\$ 10,000		\$ 1,000,000	\$ 10,000	
Business Income	\$ 1,000,000	\$ 10,000		\$ 1,000,000	\$ 10,000	
Errors & Omissions	\$ 250,000	\$ 10,000		\$ 250,000	\$ 10,000	
Demolition & Increased Cost of Construction	\$ 1,000,000	\$ 10,000		\$ 1,000,000	\$ 10,000	
Inland Marine (Equipment):						
Communications Equipment	Included in Blanket	\$ 2,500	\$ 21,708	Included in Blanket	\$ 2,500	\$ 27,290
Mobile Equipment	\$ 1,219,962	\$ 2,500		\$ 1,825,650	\$ 2,500	
Electronic Data Processing	Included in Blanket	\$ 2,500		Included in Blanket	\$ 2,500	
Emergency Services Portable Equip	Included in Blanket	\$ 2,500		Included in Blanket	\$ 2,500	
Fine Arts	\$ 270,000	\$ 2,500		\$ 270,000	\$ 2,500	
Other Inland Marine	\$ 120,000	\$ 2,500		\$ 120,000	\$ 2,500	
Rented Borrowed Leased Equipment	\$ 50,000	\$ 2,500		\$ 50,000	\$ 2,500	
Valuable Papers	Included in Blanket	\$ 2,500		Included in Blanket	\$ 2,500	
Watercraft	\$ 19,013	\$ 2,500		\$ 32,000	\$ 2,500	
Blanket Unscheduled Inland Marine	\$ 652,683	\$ 2,500		\$ 652,683	\$ 2,500	
		Sub-Total	\$ 808,445		Sub-Total	\$ 957,576
Crime:						
Preferred Gov't Ins Trust						
Employee Dishonesty	\$ 500,000	\$ 1,000	\$ 1,785	\$ 500,000	\$ 1,000	\$ 1,777
Theft, Disappearance & Destruction In/Out	\$ 500,000	\$ 1,000		\$ 500,000	\$ 1,000	
Computer Fraud including Funds Transfer	\$ 500,000	\$ 1,000		\$ 500,000	\$ 1,000	
Forgery/Alterations	\$ 500,000	\$ 1,000		\$ 500,000	\$ 1,000	
		Sub-Total	\$ 1,785		Sub-Total	\$ 1,777
General Liability:						
Preferred Gov't Ins Trust						
General Liability	\$ 1,000,000	\$ -	\$ 364,299	\$ 1,000,000	\$ -	\$ 408,254
Employee Benefits	\$ 1,000,000	\$ -	Included	\$ 1,000,000	\$ -	Included
Deadly Weapon	\$ 1,000,000	\$ -	Included	\$ 1,000,000	\$ -	Included
		Sub-Total	\$ 364,299		Sub-Total	\$ 408,254
Automobile:						
Preferred Gov't Ins Trust						
Auto Liability	\$ 1,000,000	\$ -	\$ 66,764	\$ 1,000,000	\$ -	\$ 75,938
Uninsured Motorist	Rejected	\$ -		Rejected	\$ -	
Collision	AV over \$100,000	\$ 1,000	\$ 31,026	AV over \$100,000	\$ 1,000	\$ 44,903
Hired Physical Damage	\$ 35,000	\$ 1,000		\$ 35,000	\$ 1,000	
Medical Payments	None			None		
		Sub-Total	\$ 97,790		Sub-Total	\$ 120,841
Public Officials:						
Preferred Gov't Ins Trust						
Public Officials Liability	\$ 1,000,000	\$ 10,000	\$ 187,620	\$ 1,000,000	\$ 10,000	\$ 213,009
Employment Practices Liability	\$ 1,000,000	\$ 10,000	Included	\$ 1,000,000	\$ 10,000	Included
Cyber/Privacy Liability	Coverage Details Exempt from Public Record Per HB 7057		\$ 7,075	Coverage Details Exempt from Public Record Per HB 7057		\$ 8,565
		Sub-Total	\$ 194,695		Sub-Total	\$ 221,574
Workers' Compensation:						
Preferred Gov't Ins Trust						
	10/1/23 Experience Mod: .89			10/1/24 Experience Mod: 1.08		
Workers' Compensation	Statutory	\$ -	\$ 218,644	Statutory	\$ -	\$ 262,666
Employers Liability	\$1m/\$1m/\$1m	\$ -	Included	\$1m/\$1m/\$1m	\$ -	Included
		Sub-Total	\$ 218,644		Sub-Total	\$ 262,666
Premises & Tank Pollution Liability						
Illinois Union						
Pollution	\$1,000,000/\$2,000,000	\$ 25,000	\$ 15,387	\$1,000,000/\$2,000,000	\$ 25,000	\$ 16,484
TRIA Terrorism			\$ 769			\$ 330
		Sub-Total	\$ 16,156		Sub-Total	\$ 16,814

PREMIUM AND COVERAGE COMPARISON

Covered Party:	City of Dania Beach
Effective Date:	10/1/2024
Version Date:	8/29/2024



	2023/2024			2024/2025		
LINE OF COVERAGE	LIMIT	DEDUCTIBLE	ANNUAL PREMIUM	LIMIT	Deductible	ANNUAL PREMIUM
Dock Property:						
Mitsui Sumitomo Ins. Co of America	Including Wave Wash and Boat Collision			Dock Property with 7% Trend and 6 mo BI - increased valuation		
Marina Docks	\$ 3,500,000	\$27,500/\$275,000	\$ 140,400	\$ 3,750,000	\$27,500/\$275,000	\$ 166,050
Business Income	\$ 500,000		Included	\$ 750,000		Included
		FIGA	\$ 2,387		FIGA	\$ 1,661
		Policy Fee	N/A (admitted)		Policy Fee	N/A (admitted)
	Sub-Total (No TRIA , including BI)		\$ 142,787	Sub-Total (No TRIA , including BI)		\$ 167,711
Storage Tank:	(Premium due 20 days prior to expiration)			(To be billed, premium due 20 days prior to 10/1 expiration)		
Commerce & Industry						
Storage Tank Liability	\$1,000,000/\$4,000,000	\$ 5,000	\$ 1,939	\$1,000,000/\$4,000,000	\$ 5,000	\$ 1,999
TRIA Terrorism	Included		\$ 18	Included		\$ 18
		FIGA	\$ 14		FIGA	\$ 20
		Sub-Total	\$ 1,971		Sub-Total	\$ 2,037
FP&L General Liability (pump station):						
Evanston Insurance Company						
Each Occurrence	\$ 3,000,000	\$ 1,000	\$ 5,188	\$ 3,000,000	\$ 1,000	\$ 7,188
General Aggregate	\$ 3,000,000			\$ 3,000,000		
TRIA Terrorism	Declined by City					
		Inspection Fee	\$ -		Inspection Fee	\$ 175
		Policy Fee	\$ 150		Policy Fee	\$ 175
		Sub-Total	\$ 5,338		Sub-Total	\$ 7,538
BSO General Liability						
Kinsale Insurance Company						
Each Occurrence	\$ 1,000,000	\$ 1,000	\$ 1,331	\$ 1,000,000	\$ 1,000	\$ 1,500
General Aggregate	\$ 2,000,000			\$ 2,000,000		
TRIA			Included			Included
		Policy Fees	\$ 250		Policy Fees	\$ 250
		Sub-Total	\$ 1,581		Sub-Total	\$ 1,750
TOTAL PREMIUMS EFFECTIVE 10/1			\$ 1,853,491	Total 10/1 Premiums with Property Appraisal		\$ 2,168,538
Other Policies (not 10/1 effective dates)						
NFIP Flood (8/21, 9/26, 10/3, 10/4, 11/13)		Current Premiums @ 6/10/24	\$ 44,371	Estimated 24-25 renewals - 25% increase		\$ 55,464
Work Boat - Hull Coverage (Century Surety)		Effective 3/18/2024 - 3/18/2025	\$ 3,593	Estimated 25-26 renewal - 10% increase		\$ 3,952
Sports Insurance - Adult Kickball		Effective 7/2/2024 - 7/2/2025	\$ 998	Estimated 25-26 renewal - 10% increase		\$ 1,098
Sports Insurance - Youth Football/Cheer		Effective 7/9/2024 - 7/9/2025	\$ 1,297	Estimated 25-26 renewal - 10% increase		\$ 1,427
Sports Insurance - Basketball		Effective 2/12/2024 - 2/12/2025	\$ 704	Estimated 25-26 renewal - 10% increase		\$ 774
Sports Insurance - Tball		Effective 5/2/2024 - 5/2/2025	\$ 641	Estimated 25-26 renewal - 10% increase		\$ 705
Wave Runners - Hull Coverage (Markel)		Effective 5/29/24 - 5/29/2025	\$ 2,500	Estimated 25-26 renewal - 10% increase		\$ 2,750
TOTAL ALL PREMIUMS			\$ 1,907,594	Totals with Current Property Values		\$ 2,234,707
			\$ 25,000	COI Compliance Team - Annual Fee		\$ 25,000
			\$ 1,932,594	Total with COI Compliance Team Fee		\$ 2,259,707

Brown & Brown Public Sector

Brown & Brown Public Sector is a dedicated Florida public entity division, with a team that operates as a highly specialized unit of insurance advisors 100% trained to deliver industry-leading brokerage services to public entities in the State of Florida. Our Daytona Beach corporate headquarters is centrally located to serve our Florida clients. The Public Sector division offers the distinct combination of a “boutique” public entity brokerage offering concierge-level service with direct access to C-Suite leadership of a large national broker. Our team’s focus and Brown & Brown’s international reputation and size allows us to negotiate better terms and conditions to create unique service plans based on our client’s goals and objectives. Since 1992, we have continuously refined that specialization and enhanced our services enroute to becoming the largest public entity brokerage in Florida.

Our team provides Property & Casualty and Employee Benefits advisement and insurance services to over 200 Florida governments, including more than 100 Cities, Counties and School Boards. Clients similar to the City include:

City of Auburndale	*	City of Edgewater	*	Madison County BOCC	*	Town of Pierson
City of Belleview	*	City of Fort Walton Beach	*	City of Madeira Beach	*	City of Polk City
City of Bunnell	*	Gilchrist County BOCC	*	City of Marathon	*	City of Punta Gorda
City of Chipley	*	City of Haines City	*	City of Mary Esther	*	City of Springfield
City of Davenport	*	Town of Highland Beach	*	City of Mascotte	*	City of St. Cloud
Town of Davie	*	City of Haines City	*	Town of Mayo	*	City of Sweetwater
City of Deltona	*	Town of Indian Shores	*	City of Mulberry	*	City of Tallahassee
City of Destin	*	Town of Jupiter	*	City of Ocala	*	Wakulla County
City of Eagle Lake	*	City of Lake Worth Beach	*	City of Pahokee	*	City of Westlake

Our strong reputation was built by empowering our governmental clients to outperform their industry peers, lower total cost of risk, and enhance risk management programs - all within annual budgetary constraints. These capabilities are only enhanced by our team’s commitment to serve those who serve the public.

PUBLIC ENTITY MARKET LEADERS	EXPERIENCE	SERVICE & EXPERTISE
• Largest Public Entity broker in FL • 25 Counties • 70+ Cities • 100+ Special Districts	• 80+ Years in Business • 30+ Years Government Expertise • \$250 Million Public Entity Premiums Placed	• Exclusively Public Sector • Risk Management Program Design • 24 Hour Response Time

Brown & Brown Public Sector - Professional Service Team

The Brown & Brown Public Sector team is a highly specialized unit of insurance advisors trained to deliver industry-leading services to public entities in the State of Florida. Since 1992, we have continuously refined that specialization and enhanced our services, while becoming the largest public entity brokerage in Florida. Our team provides Property & Casualty and Employee Benefits services to governments from Key West to the Panhandle and represents more than 200 clients.

- Dedicated service team working exclusively for **Florida local governments** in all capacities surrounding risk and human resources.
- Access to highly experienced public entity resources including **Claims Team, Panel Counsel, Loss Control, Disaster Planning and Recovery, and Risk Management Specialists.**
- Brown & Brown public sector currently represents 70 Florida Cities, and over **200** of Florida's governmental entities, including School Districts and Universities, Counties, Taxing Districts, and the State of Florida.

The City's Professional Service Team includes many seasoned professionals aligned to provide not only insurance placement and services but also the City's "backoffice" risk management support team. Individuals directly involved with the City include:

Michelle Martin, CIC - Senior Vice President

Ms. Martin is responsible to direct and implement all deliverables for this project. Michelle's professionalism and expertise in the industry has been exemplified by her commitment to and representation of Florida governmental entities. Throughout the contract year, Michelle will oversee insurance submissions, marketing, negotiation, presentation of insurance program design, and hands-on risk management policy consulting.

- 30+ years' experience includes Marketing Manager for corporate office, negotiation, and placement of alternative risk transfer mechanisms for US and European commercial and governmental business
- Since 2005 (18 years), sole focus on public entity program management
- Insurance and self-insurance program and policy design
- General Risk Management consulting and daily Q&A with clients
- Local government financing and budgeting
- Application of Public entity law (Florida Statutes, procurement, court rulings, etc.)
- Claims advocacy, including extensive hurricane planning and recovery experience
- Informational and educational presentations to both public entities and industry organizations

Brown & Brown Public Sector - Professional Service Team (Cont'd)

Bill Wilson, MBA – Public Risk Advisor

As the Account Executive and Back Up Team Leader, Bill will serve as back up to the Team Leader and Project Manager for the execution of the City's risk management and insurance placement services. He will act as the primary contact on occasions when Ms. Martin is unavailable. Bill's 20 years of government experience throughout Florida, and in Miami-Dade and Broward Counties, provides the City a unique consultation perspective.

- Resident/office in Broward County
- Active in South Florida RIMS (Risk Management Society)
- Active in South Florida PRIMA (Public Risk Managers Association)
- Insurance program and policy design
- General Risk Management consulting and daily Q&A with clients
- Local government financing and budgeting
- Application of Public entity law (Florida Statutes, procurement, court rulings, etc.)

Melody Blake, ACSR - Senior Public Risk Specialist

Our Public Risk Specialists are supported by a team environment. Ms. Blake provides daily support to our service team with her over 30 years' industry experience. She is well versed in responding to service requests, issuing certificates of insurance, maintaining property, vehicle, and equipment schedules, claims handling as well as general requests for service.

Key functions include but are not limited to:

- Quote/Binder/Policy review for accuracy
- Proposal/Binder/Policy delivery
- Invoicing, certificates, and general inquiries
- Audits and premium adjustments
- Property, auto and inland marine schedule maintenance
- Provide up-to-date schedules of insurance coverage
- Creation and assembly of reports, claims data and loss history summaries

Jessica Conway - Public Risk Specialist

Our Senior account managers are supported by a team environment. After graduating from Stetson University with a Bachelor's in Science, Jessica joined our team in 2023 and quickly procured her licensure and other insurance-focused studies. Jessica provides support to Ms. Blake's team and is specifically assigned the City of Dania Beach. She is point on the COI Review Team responsible for the Contract and Certificate Review portion of our services. She provides immediate response to vendor Certificate questions and has participated in training classes to City staff for contractual insurance compliance, recommendations for minimum coverage, and consideration of exceptions. She is also a direct contact for City staff with any contract questions.

Value-Added Services & Resources

Stewardship Report



RATING



City of Dania Beach

\$100,000+

\$80,000

\$60,000

\$40,000

\$20,000

\$0

Total Savings **\$45,936**

Tips

- All \$5,000 used

Vector Solutions

- \$8,638 - saved
- 138 - registered users

Risk Management Resource Center

- \$1,000 - saved
- 41 - resources utilized

Engagements

- \$1,200 - saved with **Streamery**
- Preferred Loss Control Agent contact - Above average.

Property Appraisal

- Based on your number of structures, the average amount saved by receiving a free comprehensive property appraisal is \$11,395

HIGHLIGHTS

All TIPS funds have been utilized! Vector Solutions saving above average totaling \$8,638! Safety credit factor 2% for a savings of \$5,421 and a Drug credit factor of 5% for a savings of \$13,282.

AVAILABLE

PRMRC online training is being underutilized - please contact your Preferred Loss Control Consultant Pam Hancock to find out how to take full advantage of this valuable resource. Other resources available include: Claims 101, Claims Reviews, and in-person consultations and training.

Service is the heart of what we do

FL License #WB18111
PO Box 958455 Lake Mary, FL 32795 | 321.832.1450 | pgLong

*Our Loss Control & Member Services team takes a proactive approach designed to reduce and prevent claims by customizing our services to your needs **at no additional cost.***

DEDICATED LOSS CONTROL CONSULTANTS PROVIDE:

- + Onsite safety inspections
- + Safety training on hundreds of topics
- + Safety program development, review & evaluation
- + Claims analysis & management
- + Claims reviews and Claims 101's



PREFERRED RISK MANAGEMENT RESOURCE CENTER FOR MEMBERS WHO PURCHASE THEIR EPLI COVERAGE FROM PREFERRED:

Cyber Security Resources

- + Breach health check
- + Customizable Incident Response Plan
- + Unlimited Access to Cybersecurity Experts
- + Immediate crisis management & response

HR Helpline Services

- + Unlimited access to HR and Employment Law experts

ADA Website Compliance Resources

- + WAVE by WebAIM accessibility evaluation tool
- + Expert guidance on ADA compliance

VECTOR SOLUTIONS – Online training platform with over 600 training courses on HR/Employment Practices, OSHA Compliance, Motor Vehicle Safety, etc.

PREFERRED VIRTUAL TRAINING ACADEMY –

Virtual training on a wide variety of topics provided by our Loss Control Consultants and industry experts.

STREAMERY – 24/7 mobile streaming from anywhere with over 700 training topics

PREFERRED TIPS – 50/50 matching safety & loss control grant program up to \$5,000.

60,000+
Completed Training Courses

\$3,250,000+
in TIPS Grants

74%
Risk Management Resource
Center Utilization

Safety & Risk Management Services Overview



To better serve our members, we provide a full complement of services, resources and support. All services and resources are free to Preferred members.

Below is a quick summary of the many resources provided to Preferred members:

✦ Safety & Risk Management Consultative Services

The Preferred Loss Control Team provides safety and risk management consultative services based on the best practices of accident prevention and claims management. Through the development and implementation of a customized service plan, your Loss Control Consultant will assist you and your organization in reducing claims frequency/severity as well as controlling insurance costs.

✦ Claims Management

Your Public Risk Underwriters of Florida Loss Control Consultant will assist with the coordination of Claims Reviews and Claims 101 training, which are provided by Preferred Governmental Claims Solutions (PGCS). The intent is to assist members with posturing claims for positive outcomes as well as educate members on the best practices of claims management.

✦ Preferred TIPS Program

Provides a reimbursement of up to 50 percent for relevant safety equipment/risk management training up to a maximum of \$5,000 per policy period.

The success of any Public Entity is tied to its ability to protect and preserve its human and physical assets. This basic premise serves as the cornerstone of an effective safety and risk management program and underscores the importance of safety and risk management to the community. Preferred Loss Control Consultants are very aware of the valuable contribution that a comprehensive Loss Control Program can make to your bottom line.

✦ Online Learning Center

An online training platform offering more than 700 training courses covering topics related to HR/employment practices, OSHA compliance, motor vehicle safety and cyber awareness.

✦ Streaming Video Training

An online video streaming service offering an extensive video library of over 700 videos allows you to watch videos 24/7 on your preferred mobile device. Topics include workplace safety, hazard, workplace safety, construction safety and human resource/legal compliance.

✦ Preferred Risk Management Resource Center

Available to members who have their EPLI coverage with Preferred. The Center provides access to numerous resources on employment law, cyber security, ADA website compliance, safety and emergency/disaster response, as well as access to Florida-based employment law experts. HR and cyber experts can be contacted via phone or email.

✦ My Community Workplace

A valuable on-line resource that provides up-to-date information, expert commentary, cutting edge training and information on topics ranging from workplace sexual harassment and workplace discrimination to wrongful termination, cyber awareness, ethical behavior and child protection.

✦ Preferred News

We provide a quarterly newsletter covering key governmental insurance issues, relevant articles and member news.

✦ Preferred Seminars/Webinars

Educational seminars/webinars offered throughout the policy year on relevant topics that include presentations by Public Entity experts and Preferred's panel of defense attorneys.

Onsite Safety Survey Program



Our Loss Control Consultants are always available to meet your onsite/in person needs including conducting training on hundreds of topics and assisting members with safety surveys and inspections.

The primary goal is to identify unsafe conditions and/or unsafe behavior that could contribute to an accident, injury and/or illness. General surveys/inspections can be provided as well as surveys/inspections with a specific emphasis, i.e., slip, trip and fall hazards or ADA. We have developed safety inspection checklists to assist our members in providing regular and recurring inspections on a proactive basis. These checklists allow members to proactively identify workplace safety hazards and provide corrective action before an accident, injury and/or illness occurs.

We can assist in finding and reducing these hazards!

- + Public Beach
- + Cafeteria / Kitchen
- + City Hall
- + Public Dog Park
- + Fire Station
- + Meeting / Exhibit Hall
- + Public Park
- + Park Trails
- + Playground
- + Police Station
- + Schools
- + Skate Park
- + Sports Complex (indoor)
- + Sports Complex (outdoor)
- + Public Swimming Pool
- + Trenching & Shoring
- + Public Utilities
- + Vehicle Maintenance Garage

Risk Management Resource Center



The Preferred Risk Management Resource Center (PRMRC) is available to members who have their EPLI coverage with Preferred. The Resource Center is an employment law, cyber security, ADA compliance and safety-focused resource designed to control costs, save time and complement the valuable services that Preferred provides.

The PRMRC has been recently improved to include:

- Over 22,000 pieces of relevant content and applications
- More than 200 online training courses
- And more!

Human Resource (HELPLINE) Services include:

- Confidential, documented and real time responses to your employment law questions from experts in human resource and employment law. This service is available to members via phone and email.
- Online Unlawful Harassment Training for all supervisors and employees
- A Florida specific employee handbook building tool
- Customizable HR risk management resources including federal and state-specific forms and posters

Cyber security resources include:

- Cyber Assessment – Easy-to-use tool to measure data breach exposure with instant feedback on how to protect your organization from potential cyber risks
- Robust privacy and security templates, including a customizable incident response plan (IRP), which can be specifically tailored to meet industry and regulatory requirements
- Unlimited access to cybersecurity experts via phone or email
- Resources for keeping staff up to date on a range of issues related to privacy, data security and compliance
- Latest news and events regarding data breaches, regulations, class-action lawsuits, cyber threats and protective technologies

ADA website compliance:

- ADA compliance fact sheet and checklist - Resource tools to review an organization's online presence
- WAVE® by WebAIM Accessibility Evaluation Tool - Evaluate accessibility of an organization's website

Safety resources include:

- Safety procedures & practices
- Workers' compensation resources
- Union relations resources
- Unemployment compensation resources
- Layoff resources
- OSHA training videos

Emergency and disaster resources include:

- Sample communications
- Plans
- Policies
- Posters and notices
- Federal and state resources
- Helpful checklists

Members who have their EPLI coverage with Preferred may register to use this valuable service by speaking to their Preferred Loss Control Consultant.

My Community Workplace Website

The My Community Workplace is available to all Preferred members. This free online resource that can save you time and money by providing cutting edge training and information for your workplace. Members may register to use this valuable resource at MyCommunityWorkplace.org.

Online Training

Online training modules for managers and supervisors are available 24/7 at no cost to the member. This could result in a potential savings of thousands of dollars a year in training costs.

Training courses available:

- Preventing Workplace Sexual Harassment
- Preventing Workplace Discrimination
- Preventing Wrongful Termination
- Promoting Ethical Behavior
- Promoting Child Safe Environments

Up-to-Date Information and Expert Commentary

Topics include:

- Best practices for employment practices and child protection
- Leadership and management skills
- Cyber awareness
- Exclusive articles written for the specialized interests, such as government entities, schools and not-for-profits

Knowledge Vault

- Library and checklists – Thousands of articles covering vital workplace issues, grouped according to topic, as well as self-audit checklists
- Links to important federal and state government websites
- Model Handbook – Over 95 model policies on workplace issues ranging from equal employment opportunity to social media (certain key policies are available in English and Spanish)
- Loss Scenarios – Examples of situations that have caused liability for organizations like yours



Preferred Virtual Training Academy



The Preferred Virtual Training Academy provides virtual training by our experienced Loss Control Consultants, as well as industry experts on a variety of topics such as workplace safety and claims handling, human resources and cyber security. Training is interactive and customized to better meet the educational needs of your organization. As always, training is provided at no additional cost to Preferred members. Some of the benefits of using virtual training include:



Convenience

Employees can take training at their workstation at the traditional workplace or from a remote location.



Productivity

Virtual training allows employees to use their time more effectively. Safety: Employees do not have to physically gather in groups.



Efficiency

No requirement to reserve/setup training room, as well as coordinate setup of audio/visual equipment.



Cost effectiveness

Employees do not need to travel off site to receive training.

Planning a special event for your employees? Preferred's Loss Control Consultants can participate in your upcoming employee health and safety fairs.

Our participation in your special event could include one or more of the following:

- Safety related hand-out materials, such as booklets and brochures
- Special event promo giveaway items

Preferred TIPS

The Preferred TIPS matching grant program allows for all members to receive up to \$5,000 in a given policy year for up to \$10,000 spent on eligible items.



Program information and reimbursement can be found on the current Preferred TIPS application.

Examples of eligible reimbursements include:

- Safety related signs
- ADA compliance measures
- Police accreditation program fees
- Driver training
- Ergonomic training
- Sidewalk repairs
- Most any safety related training or equipment
- Employment practices related training



Contact

Please contact your regional Loss Control Consultant or email PreferredTIPS@PublicRisk.com should you have any questions, or need a copy of the current Preferred TIPS application. You can also complete a TIPS application online at: prig.org/tips.



City of Dania Beach Human Resources Memorandum

DATE: 9/24/2024

TO: Mayor and Commissioners

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

VIA: Linda Gonzalez, SPHR, SHRM-SCP, IPMA-SCP, HR/Risk Director

SUBJECT: 2025 Medicare Supplemental Insurance Coverage Renewal

Request:

This is a request to approve the renewal proposed for Medicare Advantage Insurance through United Healthcare for retirees, dependents and surviving spouses age of 65 and over for plan year 2025, as recommended by the Gehring Group, the City's insurance broker.

Background:

The City of Dania Beach offers two health insurance plans for active employees and retirees:

1. United Healthcare (UHC) for active employees, retirees, and their dependents under the age of 65 and not otherwise eligible for Medicare;
2. United Healthcare (UHC) Medicare Advantage PPO as supplemental Medicare insurance coverage for 86 Medicare eligible retirees and their Medicare eligible dependents through UHC.

While the UHC plan has already been renewed for plan year 2024/2025, as it runs on a fiscal year, the UHC Medicare Advantage PPO plan is due for renewal on January 1, 2025. The Medicare plan runs on a calendar year concurrently with Medicare.

Only Medicare eligible individuals are allowed to enroll in Medicare Plans. If a spouse and/or dependent is under age 65, he/she will continue to be covered through his/her employer-sponsored coverage or the City's group health plan with the Florida League of Cities (FMIT).

Major Governmental Changes to Medicare for 2025 plans

For 2025, there has been major governmental changes due to the Inflation Reduction Act (IRA) that will impact all Medicare Advantage plans that are summarized below. Effective January 1, 2025, key aspects of the IRA include:

- Prescription out-of-pocket maximum: The RX out of pocket maximum will be lowered from \$8,000 to \$2,000 per member. This caps members prescription annual costs to \$2,000

- Decrease in federal reinsurance subsidy: Currently in 2024, plans are only required to cover 20% of the total costs once the out-of-pocket maximum is met while the federal government covers the remaining 80%. In 2025, plans will be required to cover 60% of the cost once the out-of-pocket maximum is met, tripling the plan liability as compared to 2024
- In addition to the IRA changes, the Centers for Medicare Services (CMS), has recently issued their Final Notice which stated that there will be reduced funding for 2025 towards these plans. In prior years, CMS has increased the Medicare Advantage funding at a growth rate of roughly 5% per year to keep up with medical inflation. In 2025, this growth rate was reduced to 2.33% causing plans to make up the difference in expected medical inflation.

As a result of the IRA changes and the CMS reduced funding, UHC released its Medicare Advantage PPO renewal offer at 50.1% over the current premium, or approximately \$145,202 more in annual premium. The total annual billed premium value is \$435,287 based on current enrollment of 86 Medicare eligible retirees and their dependents.

The Medicare Supplement and Advantage market as a whole are subject to these changes which has resulted in large increases for 2025, regardless of the carrier. The Gehring Group went back to UHC to obtain alternative plan designs that were both comparable in design, and also addressed the increased costs.

United Health Care renewal

A plan alternative was developed to bring the overall increase of 50.1% down to 12.9%. This decreased the retiree monthly cost from \$140.60 to \$105.76 per month. This translates to \$12.07 more a month for the retiree based on the current 2024 rates. This plan introduces a \$500 deductible that applies to all medical services and includes co-pays. However, the out-of-pocket maximum for prescriptions is greatly lowered from \$8,000 to \$2,000, per the new Medicare laws, (which is not optional for the City). This new plan design provides for the same cost sharing, as the current plan design is considered to be the richest plan offered.

The City subsidizes 2/3 of the cost of the Medicare Advantage premiums, which remains unchanged. Accepting the renewal proposal from United Healthcare represents an annual increase of \$24,905.60 to the City. The remaining 1/3 of the plan cost is paid by the retirees, resulting in a \$12,453 increase, or (approximately \$12.07/month per Medicare Advantage enrollee).

Below is a Medicare Advantage rate breakout of the Retiree and City contributions since 2020. Although the 2025 rates have a slight increase, they remain lower compared to when the City had Aetna in 2020 and 2021.

History of Medicare Rates

Retirees - Monthly

Enrollment Tier	Aetna 2020	Aetna 2021	UHC 2022	UHC 2023	UHC 2024	UHC 2025
Retiree Only	\$137.14	\$133.30	\$88.41	\$90.09	\$93.70	\$105.76

City Contribution -Retirees - Monthly

Enrollment Tier	Aetna 2020	Aetna 2021	UHC 2022	UHC 2023	UHC 2024	UHC 2025
Retiree Only	\$274.29	\$266.60	\$176.83	\$180.19	\$187.39	\$211.53

Budgetary Impact**Budgetary Impact and Overall decrease for 2025 with all Insurance Plans**

The total cost to the City for the proposed United Healthcare Medicare Advantage PPO plan is \$218,296 (2/3 of total \$327,443 cost), and represents an overall increase of approximately \$24,905.60 (2/3 of total \$37,358.40 increase).

Earlier in the year, Gehring Group was able to negotiate a premium reduction on the active and retiree under 65 Medical plan, which resulted in a savings of \$161,943 to the City. This savings offsets the impact of the Medicare Advantage increase while still maintaining an overall Medical Benefits package savings to the City of \$137,037.40 for all medical insurance (employees, retirees under 65 and retirees 65 and older).

Funding for the renewal is appropriated in the 2024/2025 budget and shall be charged to the City Health Insurance Fund, Professional Services Account (#501-18-00-519-45-41).

Recommendation

Approve the proposal of the United Healthcare Medicare Advantage PPO Alternative plan for supplemental Medicare insurance coverage for Medicare eligible retirees and their Medicare eligible dependents for plan year 2025.

RESOLUTION NO. 2024-_____

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

WHEREAS, the City of Dania Beach obtained the services of the Gehring Group as a Broker of Record to secure coverage for the City's Medicare Supplemental Insurance plan for Medicare eligible retired employees and their Medicare eligible dependents for the 2025 plan year; and

WHEREAS, the Gehring Group secured Medicare Advantage PPO coverage for the City through United Healthcare for the plan year 2025; and

WHEREAS, the coverage from United Healthcare offers rates for Medicare Supplemental Insurance coverage for all Medicare eligible retirees, regardless of residence, including prescription rates; and

WHEREAS, based on current Medicare eligible retiree census data, the City's Medicare Advantage PPO plan premium cost will be increased by an estimated 12.9 percent (12.9%), resulting in an estimated Twenty-Four Thousand Nine-Hundred Six Dollars (\$24,906.00) increase to the City and an estimated Twelve Thousand Four-Hundred Fifty-Three Dollars (\$12,453.00) increase in total cost to eligible retirees; and

WHEREAS, the City Administration recommends that the City Commission approve the United Healthcare Medicare Advantage PPO Medicare Supplemental Insurance plan.

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 as being true and correct, and they are made a part of and incorporated into this Resolution by this reference.

Section 2. That the proper City officials are authorized to execute appropriate documents to accept the renewal proposal of the United Healthcare Medicare Advantage PPO plan on behalf of the City of Dania Beach to provide Medicare Supplemental Medical and Prescription Insurance coverage to Medicare eligible retirees at the following not to exceed monthly rates:

Monthly Premium	2024 Plan	2025 Renewal	Difference
City Cost	\$187.39	\$211.53	\$24.14
Retiree Cost	\$93.70	\$105.76	\$12.06
Total Cost	\$281.09	\$317.29	\$36.20

Section 3. That funding for the cost of the City's health claims program administration for Medicare Supplemental Insurance coverage is planned and shall be charged to the City Health Insurance Fund, Professional Services Account, Account No. 001-18-00-519-45-41.

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 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

City of Dania Beach
Medicare Advantage for Retired Employees 65 and Over
Effective Date: January 1, 2025



		CURRENT	RENEWAL	Recommended Alternative Plan
		UnitedHealthcare	UnitedHealthcare	UnitedHealthcare
Calendar Year Deductible		In-Network	In-Network	In-Network
Single		N/A	N/A	\$500
Family		N/A	N/A	\$500
Out of Pocket Maximum				
Single		N/A	N/A	\$1,000
Family		N/A	N/A	N/A
Coinsurance		0%	0%	0%
Office Visits				
Primary Care Visit		\$0 Copayment	\$0 Copayment	\$20 after CYD
Specialist Visit		\$0 Copayment	\$0 Copayment	\$40 after CYD
Therapy - PT/ST/OT		\$0 Copayment	\$0 Copayment	\$40 after CYD
Hospital				
Inpatient		\$0 Copayment	\$0 Copayment	\$0 after CYD
Outpatient		\$0 Copayment	\$0 Copayment	\$100 after CYD
Emergency Room Visit		\$0 Copayment	\$0 Copayment	\$0 Copayment
Physician Services in Hospital		\$0 Copayment	\$0 Copayment	\$0 after CYD
Skilled Nursing Facility		\$0 Copayment (Days 1-100)	\$0 Copayment (Days 1-100)	\$0 after CYD (Days 1-100)
Prescription Drugs - Initial Coverage Limit & Coverage Gap		Initial Coverage Limit = \$5,030 Catastrophic >=\$8,000	\$2,000 Rx OOP Max	Rx Deductible: \$500 \$2,000 Rx OOP Max
Tier 1: Preferred Generic		\$5	\$5	\$5
Tier 2: Preferred Brand		\$30	\$30	\$30
Tier 3: Non-Preferred Drug		\$60	\$60	\$60
Tier 4: Specialty		\$60	\$60	\$60
Mail Order (90-Day Supply)		\$10/\$60/\$120/\$120	\$10/\$60/\$120/\$120	\$10/\$60/\$120/\$120
Medical and Prescription Rate		All Retiree Rates 100% Composite*	All Retiree Rates 100% Composite*	All Retiree Rates 100% Composite*
Monthly Premium Per Enrollee	86	\$281.09	\$421.79	\$317.29
Health Insurer Fee (PPACA)*	86	N/A	N/A	N/A
Monthly Premium		\$24,174	\$36,274	\$27,287
Annual Premium		\$290,085	\$435,287	\$327,443
\$ Increase		N/A	\$145,202	\$37,358
% Increase		N/A	50.1%	12.9%
Premium Cost Sharing				
Annual City Cost Share - Total		\$193,390	\$290,192	\$218,296
Annual Retiree Cost Share - Total		\$96,695	\$145,096	\$109,148
Monthly Retiree Cost Share - Per Retiree		\$93.70	\$140.60	\$105.76

*Health Insurer Fee (PPACA) repealed for 2021 plan years and beyond.

Deductible Does Not Apply to the Following:

This means that UHC will pay their share of the costs for these services even if the member hasn't paid their deductible yet.

Bloodwork
Diabetes monitoring supplies
Emergency care (includes worldwide coverage)
Hospice care (Medicare-covered)
Opioid treatment services
Part B drugs - chemotherapy (when purchased at a pharmacy)
Part B drugs - immunosuppressives, anti-nausea, inhalation solutions, hemophilia clotting factors, antigens (when purchased at a pharmacy)
Preventive abdominal aortic aneurysm screening (Medicare-covered)
Preventive annual routine physical exam
Annual wellness visit and one-time "Welcome to Medicare" preventive visit (Medicare covered)
Preventive bone mass measurement (Medicare-covered)
Preventive breast cancer screening (mammograms) (Medicare-covered)
Preventive cardiovascular disease risk reduction visit (therapy for cardiovascular disease) (Medicare covered)
Preventive cardiovascular disease testing (Medicare-covered)
Preventive colorectal cancer screenings (Medicare-covered)
Preventive depression screening (Medicare-covered)
Preventive diabetes screening (Medicare-covered)
Preventive diabetes – self management training (Medicare-covered)
Preventive dialysis training (Medicare-covered)
Preventive glaucoma screening (Medicare-covered)
Preventive hepatitis C screening (Medicare-covered)
Preventive HIV screening (Medicare-covered)
Preventive immunizations (flu, pneumococcal, hepatitis B vaccines) - (Medicare-covered)
Preventive kidney disease education (Medicare-covered)
Preventive lung cancer screening (Medicare-covered)
Preventive medical nutrition therapy (Medicare-covered)
Preventive obesity screening and therapy to promote sustained weight loss (Medicare-covered)
Preventive pap tests and pelvic exams (Medicare-covered)
Preventive prostate cancer screening exams (Medicare-covered)
Screening and counseling to reduce alcohol misuse (Medicare-covered)
Screening for sexually transmitted infections (STIs) and counseling to prevent STIs (Medicare-covered)
Smoking and tobacco use cessation (counseling to stop smoking or tobacco use) (Medicare covered)
Routine hearing services and hearing aids (non-Medicare-covered)
Routine vision services - routine eye exam (non-Medicare-covered)
Telehealth
Urgently needed services (in-network)
Urgently needed services (out-of-network)
Urgently needed services (includes worldwide)
Virtual cognitive behavioral health therapy
Virtual doctor visits
Vision Services - eyewear allowance for frames and lenses or contacts (Medicare-covered after cataract surgery)



City of Dania Beach City Attorney Memorandum

DATE: 9/24/2024

TO: Mayor and Commissioners

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

VIA: Eve A. Boutsis, City Attorney

SUBJECT: Hollywood Large User Wastewater Agreement - Tolling

Request:

Approve the resolution authorizing the execution of a tolling agreement with the City of Hollywood regarding the City of Dania Beach's collection efforts against overcharges under the Hollywood Large User Wastewater Agreement.

Background:

1. City of Hollywood overcharges under the Large User Wastewater Agreement.

In 1990, the City of Dania Beach entered into a Large User Agreement along with several area cities, and Broward County for the City of Hollywood to provide sewer services. Hollywood built and owns the Wastewater Plant (known as the Southeast Regional Water and Sewer Plant) with funds from the federal government, and a condition of those funds was providing services for others. Also, Hollywood, pursuant to the terms of the federal grant and the Large User Agreement, was supposed to charge each of the Large Users its actual share of costs without any markup or profit.

Each year, Hollywood charges Dania Beach and the other Large Users for these sewer services, and then adjusts the costs after the fiscal year to reflect actual costs. Over ten years ago the City of Pembroke Pines identified overcharges and attempted to work with Hollywood to recover these charges, but Hollywood did not cooperate. When negotiations failed the parties litigated the dispute.

In 2023, the City of Pembroke Pines obtained a judgment that Hollywood was overcharging Pembroke Pines for certain categories of charges. The Court ordered that the Large User Agreement did not allow Hollywood to add what it called surcharges to the debt payments (payments toward the bonds), and that the formula used to allocate shares of costs was almost double what it should be under the Large User Agreement for an allocation of actual costs. That decision is currently on appeal and may take up to two years to obtain a final decision.

As the City of Dania Beach's Agreement is the same as Pembroke Pines' Large User Agreement,

the City of Dania Beach hired the same finance expert as utilized by Pembroke Pines to analyze the City of Dania Beach's payments to Hollywood. Additionally, the Large User Agreement adds a "Replacement and Renewal Charge" of 10% on top of the total charges made to a Large User. The Court also added 10% to its calculations of overcharges, thus increasing the amounts due to Pembroke Pines as a Large User. The Expert has completed his calculations and confirms that the total overcharges of approximately \$200,000 per year, including the debt-service charges of over \$100,000 per year.

In sum, Hollywood is charging more than the actual cost of sewer services, and Dania Beach has now requested Hollywood to stop doing so but they have refused.

Based upon the foregoing, the City of Dania Beach seeks repayment of overcharges by Hollywood in the following categories under the Large User Agreement: 1) Debt Service Charges (the 10% and 15% surcharges); 2) the Allocation Percentage; 3) Operation and Maintenance Costs 4) Payment in Lieu of Taxes and 5) application of the Renewal, Replacement, and Improvement Accounts Contributions; and 6) also seeks to negate Hollywood's intent to unilaterally modify the analysis and charge a higher rate for the Allocation Percentage in the future.

II. Timing issues

The City of Dania Beach Large User Waste Water Agreement with Hollywood is substantially the same as the Pembroke Pines agreement with Hollywood. Were the City to sue, it would only be able to look back for reimbursement as to the past five years of overpayments due to the five year statute of limitations imposed under Florida law. As Pembroke Pines sued some 6 years ago, they can collect for the those past years and have the annual costs reduced each year going forward. . If a stay were agreed to by the parties, the City of Dania Beach could seek the past 5 years' overpayments, and all future overpayments/surcharges. Otherwise, until a lawsuit is filed the five-year limitation period is not yet recognized, meaning, more payments are unrecoverable.

As you are aware, approximately two months ago, in an effort to work with the City of Hollywood, Ms. Ana Garcia issued a letter requesting that the City of Hollywood acknowledge the City's request to stay the statute of limitations, and to allow the appeal process for the Pembroke Pines case to be resolved. And, in theory, to allow the parties to rely on the appellate decision in that case. If Pembroke Pines were to prevail, then Hollywood would have to ultimately abide by that decision and reimburse the City of Dania Beach accordingly. If the appellate court reversed its decision, then the City of Dania Beach would abide by that decision and would not receive any reimbursement. This stay, or tolling of the statute of limitations, would have allowed the parties to rely on the Appellate decision, and not have the parties actively litigating the overcharges. We asked the City of Hollywood's city manager to agree with us that we could wait until the appeal is over before suing them (which would hopefully then be unnecessary) and freeze the statute of limitations so that no money would be lost. The City Manager and the City Attorney of Hollywood would not agree to toll the statute of limitations and placed the City of Dania Beach's request on the June 5th, 2024 City Commission agenda. Mr. Gonzales, the City Attorney for Hollywood withdrew the item from consideration during the City Commission meeting, and did not afford the City of Dania Beach an opportunity to speak on our request.

Please note, that in addition to the above charges, Hollywood is now trying to change its 18.5% allocation charge to 22%. The court, however, reduced that allocation to 9.8%, and held that they

could not increase the percentage without an amendment. In addition to the improper debt surcharge on actual debt charges, the City of Hollywood's calculations of wastewater flow are being calculated erroneously to the detriment of City of Dania Beach's residents and is charging for taxes in excess of those allowed by law and the LUA. The City of Dania Beach has put the City of Hollywood on notice of a dispute under the Large User Agreement as to this additional charge. The Notice is to inform the City of Hollywood that Hollywood is charging costs in excess of actual costs under the LUA for the following categories:

1. Debt Service overcharges by increasing the debt service payments due to lenders beyond actual charges;
2. Renewal, Replacement, and Improvement Account Overcharges;
3. Operation and Maintenance Costs Overcharges; and
4. Reduction of allocation expenses from 18.5 to 9.8%.

All of these charges may actually increase the overcharge beyond the \$200,000.00, per year, estimate prepared by the City's expert.

Based upon the foregoing, the City of Dania Beach seeks repayment of overcharges by Hollywood in the following categories under the Large User Agreement: 1) Debt Service Charges (the 10% and 15% surcharges); 2) the Allocation Percentage; 3) Operation and Maintenance Costs 4) Payment in Lieu of Taxes and 5) application of the Renewal, Replacement, and Improvement Accounts Contributions; and 6) also seeks to negate Hollywood's intent to unilaterally modify the analysis and charge a higher rate for the Allocation Percentage in the future.

III. Tolling Agreement.

In order to challenge the improper charges, the City needs to comply with the procedural requirements of Florida Statutes, Chapter 164, which requires putting the City of Hollywood on notice of the dispute, and to initiate the conflict resolution proceedings. Chapter 164, Florida Statutes, entitled the "Florida Governmental Conflict Resolution Act," ("Act") provides that governmental entities in dispute must attempt to negotiate their differences in these types of matters pursuant to the procedures outlined in the Act prior to initiating court proceedings regarding the conflict. Section 164.1052, F.S., requires the governing body of the government entity initiating the conflict resolution procedures to adopt a resolution expressing its intent to initiate such procedure. On July 16, 2024, the City of Dania Beach served its statutory letter to initiate conflict resolution. As part of the Ch. 164 process, the City of Dania Beach has offered to delay and potentially avoid filing its complaint against the City of Hollywood to toll the statute of limitations for any claims arising under the LUA until after the litigation between Hollywood and the City of Pembroke Pines is resolved on appeal if Dania Beach entered into a tolling agreement.

The parties agreed to an administrative conflict resolution meeting, which was published and advertised in a paper of general circulation at least 10 days prior to the meeting, which meeting was held on August 20, 2024, at which the City Managers, City Attorneys, outside counsel, and facility personnel were in attendance and came to an agreement to draft a tolling agreement, tolling of the statute of limitations pursuant to Florida Statutes 95.11(2)(b), to toll the City of Dania Beach's statute of limitations pending an outcome to the appeal of the matter: City of Hollywood v. Pembroke Pines, under Appellate case numbers.: 4D2023-2252 and 4D2024-0715

(Fla. 4th DCA). This means that the City can go back to July 16, 2019, and seek damages based on the 5-year statute of limitations, and going forward. This preserves the City's rights and minimizes the expenditure of counsel fees.

IV. Conditions of the agreement:

Under the tolling agreement, the cities of Hollywood and Dania Beach would agree as follows:

1. That the five-year statute of limitations [Fla. Stat 95.11(2)(b)] on the City of Dania Beach's contract claim shall be tolled pending the final order or disposition of the 4th DCA litigation in the matters known as: City of Hollywood v. Pembroke Pines, under Appellate case numbers.: m 4D2023-2252 and 4D2024-0715 (Fla. 4th DCA), plus 30 days.
2. Nothing herein is intended to foreclose further agreement, following the decisions in the above-referenced appeals, should the Dania Beach and Hollywood believe it is in their mutual interest to do so.

There are also water services for certain of the Large Users, and other services unique to each Large User, thus complicating the annual charges computations.

There will actually be damages calculated for the past 6 years, under a 5 year statute of limitations, as the 2018 reconciliation of charges was not delivered until 2019.

Budgetary Impact

N/A

Recommendation

Approve the resolution to authorize the appropriate officers of the City to execute the tolling agreement.

RESOLUTION NO. 2024-_____

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

WHEREAS, the City of Hollywood, Florida provides wastewater services to several “large users,” including the cities of Dania Beach, Pembroke Pines (“Pines”), Hallandale Beach, and Miramar, as well as Broward County, pursuant to agreements that were negotiated and have been in place since 1990, called the “large user wastewater agreements”; and

WHEREAS, Pines later sued Hollywood (the *City of Pembroke Pines v. the City of Hollywood*) in three different actions, consolidated in Broward Circuit Court Case Number CACE 18-015330, asserting among other things that Hollywood improperly calculated sewer rates due by Pines under the LUA; and

WHEREAS, trial of all issues was concluded in December 2022, resulting in the Court’s issuance of Findings of Fact and Conclusions of Law (“Final Order”) on August 17, 2023, finding that Hollywood had breached the LUA by overcharging Pembroke Pines (“Pines Litigation”); and

WHEREAS, both Hollywood and Pines appealed the Final Order against them, and that appeal remains pending; and

WHEREAS, Dania Beach did not join with Pines as a party to the Pines Litigation, although the LUA terms in dispute in the Pines Litigation and on appeal are identical to those in the Dania Beach LUA; and

WHEREAS, on July 26, 2024, demand was made by Dania Beach’s City Manager that the parties commence Chapter 164 dispute resolution proceedings as to the same issues that were raised in the Pines litigation; and

WHEREAS, on August 20, 2024, the City Managers, City Attorneys and outside counsel, as well as relevant staff met at the Dania Beach City Hall to commence discussions as to Dania Beach’s claims; and

WHEREAS, early in those discussions, it was determined that, in an effort to reduce ongoing attorney's fees and costs that will be incurred in the Chapter 164 process and any resultant lawsuit, it would be preferable to both parties that an agreement be made to toll the time period for Dania Beach to bring an action against Hollywood and to toll the time period for continuation of the deadlines associated with the Chapter 164 process and resultant suit until after the current appeals of the Final Order have been finalized; and

WHEREAS, Dania Beach has requested that Hollywood agree to toll the statute of limitations for Dania Beach to bring action against Hollywood based upon the same facts as litigated in the Pines Litigation; and

WHEREAS, the pertinent date under which Dania Beach may seek damages has now been established as July 26, 2019, and regardless of whether tolling occurs or not, that is the date that will apply to the matters going forward; and

WHEREAS, should Hollywood not agree to toll the limitations period as requested by Dania Beach, then Dania Beach will be required to sue Hollywood and assert its claims based upon the facts and circumstances of the negotiated large user wastewater agreements as applied to Dania Beach, which may unnecessarily cause both cities to expend litigation fees and costs that may be obviated, in whole or in part, by a final decision on the appeals; and

WHEREAS, on September 18, 2024, the Mayor and City Commission of the City of Hollywood agreed to the City's request to tolling the City of Dania Beach's claim back to July 26, 2019; and

WHEREAS, the City Attorney requests that the City of Dania Beach authorize the appropriate officers of the City to execute the tolling agreement, which would allow the parties to wait for the final decision of the appellate court in the Pines litigation, and then allow the City to proceed with any possible claims while recognizing the City's tolled rights.

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 of the City of Dania Beach authorizes the proper City officials to execute the tolling agreement between the City of Dania Beach and the City of Hollywood, which would toll the City's limitations period (preserve the City's rights) back to July

26, 2019, and all claims thereafter, as it relates to the substance of the Pines Litigation ((the *City of Pembroke Pines v. the City of Hollywood*, Broward Consolidated Circuit Court Case Number CACE 18-015330).

Section 3. That the City Clerk of the City of Dania Beach is directed to send copies of this Resolution to the City of Hollywood.

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 immediately

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: 9/24/2024

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 ENTER INTO A HIGHWAY MAINTENANCE
MEMORANDUM OF AGREEMENT (HMMOA) WITH THE FLORIDA
DEPARTMENT OF TRANSPORTATION (FDOT) TO MAINTAIN
IMPROVEMENTS ON SW 12 AVENUE FROM STIRLING ROAD TO
SHERIDAN STREET**

Request:

The Public Services Department (PSD) requests the adoption of a resolution authorizing the execution of a HMMOA with FDOT for providing maintenance to city right-of-way, SW 12 Avenue from Stirling Road to Sheridan Street for improvements made by FDOT.

Background:

On February 9, 2021, the City affirmed support of the N.22nd Avenue/SW 12th Avenue FDOT Project to design and construct street improvements in partnership with the City of Hollywood as a Local Agency Program Project via Resolution 2021-019. In 2022, the Broward Metropolitan Planning Organization (MPO) prioritized the project in the “2022 Complete Street/Localized Initiatives Program” (CSLIP), resulting in FDOT assuming design, construction, and fiscal responsibility for the project.

Both Dania Beach and Hollywood are participating in the design of the project, which includes the following:

Two-lane, two-way undivided roadway with 11-foot-wide lanes that include sharrows, five-foot sidewalks and drainage swales in some sections

New, upgraded signage and pavement markings

New roadway lighting on both sides of the roadway

Speed tables at various locations

ADA curb ramp and sidewalk upgrades

Approval of the resolution is required for further participation and will be incorporated into the HMMOA.

Budgetary Impact

The budgetary impact is negligible since the City currently maintains the right-of-way and the stormwater facilities on SW 12th Avenue.

Recommendation

The PSD recommends the City Commission to adopt a Resolution authorizing the execution of the HMMOA with FDOT for the improvements made on SW 12th Avenue.

RESOLUTION NO. 2024-_____

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

WHEREAS, On February 9, 2021, the City, through Resolution 2021-019, affirmed support the N. 22nd Avenue/SW12 Avenue Project (Project) to design and construct street improvements in partnership with the City of Hollywood as a FDOT Local Agency Program (LAP) Project; and

WHEREAS, the Broward Metropolitan Planning Organization (MPO) prioritized the Project in the 2022 “Complete Street Localized Initiative Program (CSLIP) resulting in FDOT assuming design, construction, and fiscal responsibility for the Project; and

WHEREAS, the MPO requires that the City of Dania Beach’s commitment to maintain all improvements with the CSLIP Program be in accordance with Title 23 U.S. Code Section 116 and the Federal Highway Administration regulations; and

WHEREAS, the HMMOA between FDOT and the City, requiring City maintenance of all improvements constructed by FDOT including traffic calming, new sidewalks, roadway lighting, and drainage improvements, is attached as Exhibit “A” and is incorporated into this Resolution by this reference.

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

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

Section 2. That the proper City officials are authorized to enter into Highway Maintenance Memorandum of Agreement between the City of Dania Beach and the Florida Department of Transportation.

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 become effective upon its passage and adoption.

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

SECTION No.: 86900325
FM No.: 445526-1-52-01
AGENCY: CITY OF DANIA BEACH
C.R. No.: N/A

**DISTRICT FOUR
HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT**

THIS AGREEMENT, entered into this _____ day of _____, 20__, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, a component agency of the State of Florida, hereinafter called the DEPARTMENT and **CITY OF DANIA BEACH**, a political subdivision of the State of Florida, or a municipal corporation existing under the Laws of Florida, hereinafter called the AGENCY collectively referred to as Parties.

WITNESSETH:

WHEREAS, the AGENCY has jurisdiction over Northbound North 22nd Avenue/SW 12th Avenue, as part of the City roadway system from Sheridan Street to Stirling Road; and

WHEREAS, the DEPARTMENT may not spend state funds for off-system projects; and

WHEREAS, the Broward County Metropolitan Planning Organization ("MPO") prioritize and awarded funding to the AGENCY for the design and construction of certain streets pursuant to the "2022 Complete Streets/Localized Initiatives Program" ("CSLIP"); and

WHEREAS, the MPO requires the AGENCY'S commitment to maintain all improvements made as part of the CSLIP program and in accordance with Title 23 U.S. Code Section 116 and Federal Highway Administration regulations; and

WHEREAS, pursuant to Sections 339.07, 339.08 and 339.12, Florida Statutes and Federal funding provisions the DEPARTMENT is authorized to undertake projects within the AGENCY'S geographical limits and the AGENCY herein agrees to engage the DEPARTMENT to construct the improvements outlined in this Agreement; and

WHEREAS, pursuant to such authority, the DEPARTMENT and the AGENCY agree that the DEPARTMENT will construct certain improvements more particularly described as Financial Project ID 445526-1, which involve a bicycle facility, sidewalks, traffic calming, and roadway lighting; hereinafter referred to as "the Project", as more particularly described in **Exhibit A**; and

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

WHEREAS, the AGENCY by its Resolution passed on the _____ day of _____, 20__, a copy of which is attached hereto as Exhibit B and by this reference made a part hereof, desires to enter into this Agreement and authorizes its officers to do so.

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

1. The recitals set forth above are true and correct and are deemed incorporated herein.
2. The DEPARTMENT has undertaken and obtained the approval of Federal participation for the Project. The AGENCY is responsible for any additional costs for the Project that are determined to be Federal Aid Non-Participating.
3. The AGENCY hereby grants the DEPARTMENT and its contractors with all the rights and permissions necessary to enter and construct the Project on AGENCY'S right of way and/or property to which the AGENCY has such authority, no further requirements to construct the Project.
4. No additional right of way is required for the Project. The Project will be completed within the AGENCY'S existing right of way.
5. The AGENCY shall satisfy any and all tree permit obligations imposed by Broward County.
6. Environmental Permitting: If requested by the DEPARTMENT, the AGENCY shall sign as a joint applicant and be responsible for the permits related to the Project. Further the AGENCY shall be solely responsible for ensuring that the Project remains in compliance with all permits after the construction is complete. To the extent and within the limits permitted by law, the AGENCY shall indemnify the DEPARTMENT for any violations by the AGENCY of any permits issued to the DEPARTMENT or jointly to the AGENCY and the DEPARTMENT after construction is complete. The AGENCY shall execute all documentation required by the permitting agencies in a timely manner concerning the Project. The AGENCY shall be the applicant for any and all occupancy permits that are required for the Project, if any.
7. The AGENCY shall continue to maintain the existing roadway and any property owned by the AGENCY until the DEPARTMENT begins construction of the Project. The AGENCY shall continue to be responsible for mowing and litter removal during the duration of the Project.
8. The Department shall give the AGENCY seven (7) days' notice before final inspection. The AGENCY will have the opportunity to inspect and identify corrections to the PROJECT within seven (7) days' notice and the DEPARTMENT agrees to undertake those corrections prior to final acceptance so long as the corrections comply with the Final Proposed Construction plans and specification previously approved by both the DEPARTMENT and the AGENCY.
9. Upon "final acceptance" by the DEPARTMENT of the Project, (as "final acceptance" is described in the Standard Specifications for Roadway and Bridge Construction dated 2024-25, as amended), and Notice thereof to the AGENCY, the AGENCY shall maintain the Project, at its own cost, in accordance with the following Federally and State accepted standards: (a) FDOT Design Manual (FDM), current edition (b) Florida Green Book dated 2018, as amended (c) Governing standards and specifications: FDOT Design Standards dated FY 2024-25, as amended (d) Standard Specifications for Roadway and Bridge Construction dated 2024-25, as amended by contract

documents, and (e) Manual on Uniform Traffic Control Devices (MUTCD), current edition, or as amended.

10. The AGENCY shall maintain the Project, outlined in Exhibit A, in accordance with the maintenance standards in paragraph 9.
11. Warranties: The DEPARTMENT shall transfer all of the Project warranties to the AGENCY.
12. Utilities: The AGENCY shall cooperate with the DEPARTMENT, to the extent necessary, to accomplish utility relocations for the Project. This shall include, but not be limited to, entering into utility subordination agreements with the affected utility owners, thereby assuming liability for future utility relocations within the AGENCY right of way and proposed right of way. At its own expense, the AGENCY shall comply with any and all request of the DEPARTMENT to provide written notice to utility owner to initiate work necessary to alleviate interference; to remove or relocate non-compliant utilities; and to place liens upon non-compliant utility owners within the AGENCY right of way, as defined in Florida Statutes 337.403 and 337.404. The AGENCY shall be liable and reimburse the DEPARTMENT for any cost incurred by the DEPARTMENT for the AGENCY'S failure to timely comply with said request
 - a. AGENCY'S Utilities: The AGENCY shall relocate and adjust its own utilities including connection with utility customers.
13. Signals: The AGENCY shall cooperate with the DEPARTMENT to effect signal and interconnect connections for the Project.
14. Unforeseen issues: If unforeseen issues arise, the AGENCY shall cooperate with the DEPARTMENT to the extent necessary to construct the Project. This shall include but not be limited to the execution of documents; allowing the Department and/or their contractors/consultants to enter upon the real property owned, leased, possessed and/or controlled by the Agency upon which the Project is to be constructed or any property adjacent thereto.
15. E-Verify Requirements (if applicable):

The AGENCY:

 - shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the AGENCY to provide the services required by this Agreement; and
 - shall expressly require any contractors performing work or providing services pursuant to this Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor during the contract term.
16. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings as represented in the Final Proposed Construction plans.

Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.

17. The DEPARTMENT will provide the AGENCY with as-builts as a part of the final acceptance package.
18. This Agreement shall be governed, interpreted and construed according to the laws of the State of Florida.
19. LIST OF EXHIBITS
 - **Exhibit A:** Project Scope
 - **Exhibit B:** AGENCY's Resolution

[This space intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year provided below.

AGENCY

ATTEST:

CITY OF DANIA BEACH, through its
BOARD OF CITY COMMISSIONERS

By: _____

_____ day of _____, 20____

Approved as to form by Office of City Attorney

By: _____

DEPARTMENT

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____
Transportation Development Director

_____ day of _____, 20____

Approval :

Office of the General Counsel

SECTION No.: 86900325
FM No.: 445526-1-52-01
AGENCY: CITY OF DANIA BEACH
C.R. No.: N/A

EXHIBIT A

PROJECT SCOPE

All of the Project improvements will be constructed by the DEPARTMENT within the AGENCY'S existing right of way.

Typical Section: New typical section, two-lane two-way undivided roadway with 11 feet wide lanes with sharrows, 5 feet wide sidewalks. Drainage swales vary in width throughout the project limits. Raised intersections at 3 locations. 5 feet wide sidewalks will be constructed in areas where there is currently no sidewalk.

Signing and Pavement Markings: New signing and pavement markings will be installed including bicycle sharrow pavement markings.

Drainage: Swales will be regraded, and drainage structures installed when impacted by the new sidewalk and new raised intersections.

Lighting: New roadway lighting will be installed on both sides of the roadway.

Other: Construct speed tables at various locations. ADA curb ramp and sidewalk upgrades.

SECTION No.: 86900325
FM No.: 445526-1-52-01
AGENCY: CITY OF DANIA BEACH
C.R. No.: N/A

EXHIBIT B

AGENCY's Resolution



City of Dania Beach Community Development Memorandum

DATE: 9/24/2024

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: To authorize the appropriation of revenues and expenditures within the Public Art Fund for Fiscal Year 2024-25.

Request:

To establish a 2024-25 budget for the Public Art Advisory Board, utilizing the Public Art Fund.

Background:

On December 10, 2019, the City adopted an ordinance creating the City's public art program. The Public Art Advisory Board has recommended the following a budget plan for the upcoming fiscal year 2024-25.

EXPENDITURES:

Professional Services (31-10)	Public Art Consultant	\$ 48,000
	Stipend Fees	10,000
Repairs & Maintenance (46-10)	Maintenance	20,000
Misc. Supplies (52-20)	Plaques, Printed Materials	1,000
Software Licensing (52-31)	Public Art Inventory	2,500
	Software	
Works of Art (67-10)	Public Art Projects	100,000
	Special Projects	25,000
Contingency (99-10)	Contingency Funds (10%)	20,650
Total Expenditures		\$ 227,150

Budgetary Impact

The requested Public Art Advisory Board budget of \$227,150 will be appropriated from the City's Public Art Fund.

Recommendation

The Community Development Department has accepted the budget plan and recommends that the City Commission adopt the Public Art Fund Budget for fiscal year 2024-25.

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE APPROPRIATION OF REVENUES AND EXPENDITURES WITHIN THE PUBLIC ART FUND FOR FISCAL YEAR 2024-25; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on December 10, 2019, the City adopted its Public Art Program; and

WHEREAS, the Public Art Advisory Board (PAAB) has recommended a budget plan for fiscal year 2024-25; and

WHEREAS, the City's Community Development Department has accepted the budget plan and recommends that the City Commission adopt a Public Art Fund Budget for fiscal year 2024-25.

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

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

Section 2. That the City Commission adopts the Public Art Fund Budget for fiscal year 2024-25, a copy of which is attached as Exhibit "A" and is made a part of and incorporated into this Resolution by this reference.

Section 3. That the City Manager is authorized to make adjustments within this adopted budget during the fiscal year.

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

Section 5. That this Resolution shall become effective immediately upon passage.

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SIGNATURE PAGE TO FOLLOW

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”

Public Art Fund FY2024-25 Recommended Budget

REVENUES:

Appropriated Fund Balance (389-90-01)	\$ 227,150
<i>Total Revenues</i>	<i>\$ 227,150</i>

EXPENDITURES:

Professional Services (31-10)	Public Art Consultant	\$ 48,000
	Stipend Fees	10,000
Repairs & Maintenance (46-10)	Maintenance	20,000
Misc. Supplies (52-20)	Plaques, Printed Materials	1,000
Software Licensing (52-31)	Public Art Inventory Software	2,500
Works of Art (67-10)	Public Art Projects	100,000
	Special Projects	25,000
Contingency (99-10)	Contingency Funds (10%)	20,650
<i>Total Expenditures</i>		<i>\$ 227,150</i>



City of Dania Beach Public Services Memorandum

DATE: 9/24/2024

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 APPLY FOR AND ACCEPT A BEAUTIFICATION GRANT, AND ACCEPT A BEAUTIFICATION GRANT AND ENTER INTO BEAUTIFICATION, LANDSCAPING CONSTRUCTION, AND MAINTENANCE MEMORANDUM OF AGREEMENT (MMOA) WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) E. DANIA BEACH BOULEVARD

Request:

The Public Services Department (PSD) requests the adoption of a resolution authorizing the application and acceptance of a beautification grant and authority to enter into an MMOA for East Dania Beach Boulevard.

Background:

The PSD landscape architect is designing landscape improvements on Dania Beach Boulevard as part of the Corridor Master Plan. E. Dania Beach Boulevard is included in the state roadway system and, as such, is eligible to receive an FDOT beautification grant. To offset the cost of the project, the PSD is preparing a grant application seeking \$102,000 in grant funds for improvements to E. Dania Beach Boulevard.

FDOT grant rules require a resolution of the governing body authorizing the grant application and, if awarded, the authority of staff to accept the grant and enter into an MMOA upon construction completion.

Budgetary Impact

If awarded, the grant would decrease the City's project cost by \$102,000.00. The maintenance budgetary impact is negligible since the City maintains E. Dania Beach Boulevard.

Recommendation

The PSD recommends the City Commission adopt a resolution authorizing the application and acceptance of a Beautification Grant and the execution of the MMOA with FDOT for landscape improvements to East Dania Beach Boulevard.

RESOLUTION NO. 2024-_____

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

WHEREAS, while many median and roadside areas in the City are within the Florida Department of Transportation (FDOT) rights of way; and

WHEREAS, the City Commission and Administration aim to pursue the beautification of all main corridors, which will be achieved via the ongoing citywide Landscape Master Plan (LMP); and

WHEREAS, the Public Services Department has retained the services of a landscape architectural firm that is currently working on the LMP; and

WHEREAS, the City Commission of the City of Dania Beach wish to authorize the proper city officials to apply for a FDOT's Highway Beautification Grant, which is attached as Exhibit "A" and made a part of and incorporated into this Resolution by this reference and, if awarded, to enter into a Beautification, Landscape Construction and Maintenance Memorandum of Agreement ("MMOA") between the City of Dania Beach and FDOT; and

WHEREAS, the Grant Application must be submitted by October 1, 2024 and the City is requesting funds in the amount of \$102,000.00.

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 of the City of Dania Beach authorizes the proper City officials to apply for the Highway Beautification Grant from the Florida Department of Transportation, which grant application is attached as Exhibit "A" and made a part of and incorporated into this Resolution by this reference, and if awarded the grant, to enter into a Beautification, Landscape Construction and Maintenance Memorandum of Agreement between

the City of Dania Beach and the Florida Department of Transportation for the right of way of East Dania Beach Boulevard.

Section 3. That the City Clerk of the City of Dania Beach is directed to send copies of this Resolution to the Florida Department of Transportation and all other persons directed by the City Commission of the City of Dania Beach.

Section 4. That if the grant is awarded, the grant match is available in Account No. 301-39-61-541-31-10.

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

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

PASSED AND ADOPTED on _____, 2024.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Joyce L. Davis _____

Commissioner Tamara James _____

Commissioner Marco Salvino _____

Vice Mayor Lori Lewellen _____

Mayor Archibald J. Ryan IV _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

Contract Number _____

FM No. 000000-0-00-00
FEID No: 00-00-0000000

THIS AGREEMENT, entered into this ___ day of _____, 20___, by and between the State of Florida Department of Transportation, a component agency of the State of Florida, hereinafter called the DEPARTMENT, and _____, political subdivision of the State of Florida, located at _____, hereinafter called the RECIPIENT.

WITNESSETH

WHEREAS, the DEPARTMENT and the RECIPIENT are desirous of having the RECIPIENT make certain improvements in connection with **Financial Management (FM) Number** _____ for landscape improvements in _____ **County, Florida**, located at _____, herein after referred to as the Project. Refer to **Exhibit “A”** for a detailed Scope of Services and **Exhibit “B”** for a set of Project Plans attached hereto and made a part hereof; and

WHEREAS, the Department is authorized under Sections 334.044 and 339.2405, Florida Statutes, to enter into this Agreement; and

WHEREAS, the Florida Legislature has appropriated the amount of \$_____ in Fiscal Year _____ to the Department in order to provide funding for highway beautification programs through a certified Florida Beautification Grant at the local level; and

WHEREAS, the improvements are in the interest of both the RECIPIENT and the DEPARTMENT and it would be more practical, expeditious, and economical for the RECIPIENT to perform such activities; and,

WHEREAS, the RECIPIENT by Resolution No. _____ adopted on _____, 20___, a copy of which is attached hereto and made a part hereof, authorizes the proper officials to enter into this Agreement as **Exhibit “G”**.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the parties agree to the following:

1. The recitals set forth above are true and correct and are deemed incorporated herein.
2. The RECIPIENT shall be responsible for assuring that the Project complies with all applicable Federal, State and Local laws, rules, regulations, guidelines and standards, and will not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the performance of work under the Agreement.
3. The DEPARTMENT agrees to make all previous studies, maps, drawings, surveys and other data and information pertaining to the Project available to the RECIPIENT at no extra cost.
4. The RECIPIENT shall have the sole responsibility for resolving claims and requests for additional work for the Project. The RECIPIENT will make best efforts to obtain the DEPARTMENT’S input in its decisions.
5. The DEPARTMENT agrees to compensate the RECIPIENT for activities as described in **Exhibit “B”**. The total cost of the Project is estimated at \$_____. The DEPARTMENT agrees to pay up to a maximum amount of \$_____ for actual costs incurred. The RECIPIENT shall submit progress billings to the DEPARTMENT on a quarterly basis. The balance of the Project cost shall be the sole responsibility of and paid by the RECIPIENT. The RECIPIENT acknowledges and agrees that the DEPARTMENT’S obligation to make payment under the AGREEMENT is contingent upon an annual appropriation by the Florida legislature.

6. This Agreement and **Exhibit "C"**, attached hereto and made a part hereof shall act to supersede the normal requirements of the RECIPIENT to secure a separate DEPARTMENT landscape permit and this agreement is deemed to constitute such permit. The DEPARTMENT shall retain any rights in relation to the RECIPIENT as if it has issued a permit.
7. The RECIPIENT shall:
 - (a) Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the RECIPIENT during the term of the contract; and
 - (b) Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
8. The RECIPIENT must certify that the installation of the project is completed by a Contractor prequalified by the DEPARTMENT as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended unless otherwise approved by the DEPARTMENT in writing or exhibit past project experience in the last five years that are comparable in scale, composition, and overall quality of the site identified within the scope of services of this project.

☐ **CEI Requirement (Check where applicable)**

9. Construction Engineering Inspection (CEI) services will be provided by the RECIPIENT by hiring a DEPARTMENT prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the DEPARTMENT in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer. The DEPARTMENT shall approve all CEI personnel. The RECIPIENT is hereby precluded from having the same consultant firm providing design services.
10. This Agreement and any interest herein shall not be assigned, transferred or otherwise encumbered by the RECIPIENT under any circumstances without the prior written consent of the DEPARTMENT. However, this Agreement shall run to the DEPARTMENT and its successors.
11. Except as otherwise set forth herein, this Agreement shall continue in effect and be binding to both the RECIPIENT and the DEPARTMENT until the Project is accepted in writing by the DEPARTMENT'S Project Manager as complete, or _____, whichever occurs first. The DEPARTMENT and RECIPIENT may agree to extend this Agreement in writing. The RECIPIENT shall delegate signature authority for the RECIPIENT to County Administrator.
12. The RECIPIENT shall provide the following quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The deliverables for the Project are shown in **Exhibit "D"** Deliverables, attached hereto and made a part hereof. The RECIPIENT will need DEPARTMENT approval, in writing, if deviating from these deliverables and the Landscape Plans as shown in **Exhibit "B"** when approved by the DEPARTMENT.

As limited by paragraph number 5, the RECIPIENT will be reimbursed for actual expenses incurred during the Agreement time period that are directly related to the installation of landscape improvements as set forth in this Agreement. The RECIPIENT will submit a written progress report by the 15th day of the month following the installation attesting to the actual number of large and/or small plants installed, along with all irrigation parts received and installed at the Project site. Upon completion of all outstanding contractors' deficiencies (punch-list items), the RECIPIENT will notify the DEPARTMENT'S District Landscape Architect who is responsible for the review and acceptance of the landscape improvements contemplated in this Agreement.

13. Upon completion, and authorized by this Agreement, the RECIPIENT shall notify the DEPARTMENT in writing of the completion for all design work that originally required certification by a Registered Landscape Architect. This notification shall contain a Landscape Architect's Certification of Compliance Letter, signed and sealed by a Registered Landscape Architect. The certification letter shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations per paragraph number 11 are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
14. The RECIPIENT shall agree to maintain all landscape improvements at its sole cost and expense and in accordance with the terms of the Landscape Maintenance Memorandum of Agreement attached hereto and made a part hereof as **Exhibit "E"**.
15. Upon completion and certification of the Project, the RECIPIENT must submit the Final Invoice to the DEPARTMENT within 180 days after the final acceptance of the Project which may follow the 365 day warranty period. Invoices submitted after the 180 day time period may not be paid.
16. There shall be no reimbursement for travel expenses under this Agreement.
17. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the Department determines that the performance of the RECIPIENT is unsatisfactory, the Department shall notify the RECIPIENT of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The RECIPIENT shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the RECIPIENT will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the RECIPIENT shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the RECIPIENT resolves the deficiency. If the deficiency is subsequently resolved, the RECIPIENT may bill the Department for the retained amount during the next billing period. If the RECIPIENT is unable to resolve the deficiency, the funds retained will be forfeited at the end of the Agreement's term.
18. Invoices shall be submitted by the RECIPIENT in detail sufficient for a proper pre-audit and post audit based on the quantifiable, measurable and verifiable units of deliverables as established in **Exhibit "B"** and **Exhibit "D"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.
19. Supporting documentation must establish that the deliverables were received and accepted in writing by the RECIPIENT and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Section 12 has been met.
20. The RECIPIENT understands and agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to understand and comply with Section 20.055(5), Florida Statutes.
21. RECIPIENT providing goods and services to the DEPARTMENT should be aware of the following time frames. The DEPARTMENT has (10) ten working days to inspect and approve the goods and services where working day is defined as any day of the week excluding Saturday, Sunday and any legal holiday as designated in Section 110.117, Florida Statutes. The DEPARTMENT has (20) twenty working days to deliver a request for payment (voucher) to the Department of Financial Services. The (20) twenty working days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved. The RECIPIENT providing goods and services to the DEPARTMENT should be aware of the following time frames. Inspection and approval of goods or

services shall take no longer than (20) twenty working days. The DEPARTMENT has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

22. If a payment is not available within (40) forty days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the RECIPIENT. Interest penalties of less than one (1) dollar will not be enforced unless the RECIPIENT requests payment. Invoices that have to be returned to a RECIPIENT because of RECIPIENT preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.
23. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for RECIPIENT who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
24. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred include the RECIPIENT'S general accounting records and the Project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
25. In the event this contract is for services in excess of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) and a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

26. The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.
 - (a) In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures may include, but not be limited to, on-site visits by Department staff, and/or other procedures. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the state Chief Financial Officer (CFO) or Auditor General.

(b) The Recipient, as a “nonstate entity” as defined by Section 215.97(2)(n), Florida Statutes, and as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:

- i) In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of the threshold established by Section 215.97, Florida Statutes, in any fiscal year of the Recipient, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit “F”** to this Agreement provides the specific state financial assistance information awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.
- ii) In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local government entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General.
- iii) If the Recipient expends less than the threshold established by Section 215.97, Florida Statutes, in state financial assistance in a fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required; however, the Recipient must provide to the Department a certification of exemption to FDOTSingleAudit@dot.state.fl.us no later than 9 months after the end of the Recipient’s fiscal year for each applicable audit year. In the event that the Recipient expends less than the threshold established by Section 215.97, Florida Statutes, in state financial assistance in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient’s resources (i.e., the cost of such an audit must be paid from the Recipient’s resources obtained from other than State entities).
- iv) Copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

and

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v) Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters

10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, as applicable.

- vi) The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
- vii) Upon receipt, and within 6 months, the Department shall review the Recipient's financial reporting package, including the management letters and corrective action plans, to the extent necessary to determine whether timely and appropriate corrective action has been taken with respect to audit findings and recommendations pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance, in accordance with Section 215.97(8)(l), Florida Statutes.
- viii) As a condition of receiving state financial assistance, the Recipient shall allow the Department, or its designee, the CFO or Auditor General access to the Recipient's records, including project records, and the independent auditor's working papers as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- (c) The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO or Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.
- (d) The RECIPIENT shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the RECIPIENT in conjunction with this Agreement. Failure by the RECIPIENT to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the DEPARTMENT.

27. The RECIPIENT warrants that it has not employed or obtained any company or person, other than bona fide employees of the RECIPIENT, to solicit or secure this Agreement, and it has not paid or agreed to pay any company, corporation, individual or firm, other than a bona fide employee employed by the RECIPIENT. For breach or violation of this provision, the DEPARTMENT shall have the right to terminate the Agreement without liability.

28. The Agreement affirms that RECIPIENT is aware of the provisions of Section 287.133(2)(a), Florida Statutes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. The RECIPIENT agrees that it shall not violate Section 287.133(2)(a), Florida Statutes, and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement.

29. The RECIPIENT affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any

goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity. The RECIPIENT further agrees that it shall not violate Section 287.134(2)(a), Florida Statutes, and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.

30. CLAIMS: When the Department received notice of a claim for damages that may have been caused by the RECIPIENT in the performance of services required under this Agreement, the Department will immediately forward the claim to the RECIPIENT.
31. In a contract executed between the RECIPIENT and one or more contractors arising out of this Agreement, such contract shall state that:

To the fullest extent permitted by law the RECIPIENT's contractor shall indemnify and hold harmless the RECIPIENT, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful conduct of contractor and persons employed or utilized by contractor in the performance of this Contract.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and RECIPIENT'S sovereign immunity.

In a contract executed between the RECIPIENT and one or more consultants arising out of this Agreement, such contract shall state that:

To the fullest extent permitted by law, the RECIPIENT's consultant shall indemnify and hold harmless the RECIPIENT, the State of Florida, Department of Transportation, and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney fees to the extent caused, in whole or in part, by the professional negligence, error or omission, recklessness, or intentional wrongful conduct of the consultant or persons employed or utilized by the consultant in the performance of the Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and RECIPIENT'S sovereign immunity.

32. This Agreement shall be exclusively governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The RECIPIENT agrees to waive forum and venue and that the DEPARTMENT shall determine the forum and venue in which any dispute under this agreement is decided.
33. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, 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 except the Landscape Maintenance Memorandum of Agreement between the DEPARTMENT and the RECIPIENT which is included as **Exhibit "E"**. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

BEAUTIFICATION GRANT

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

If to the DEPARTMENT:

State of Florida Department of Transportation

If to the RECIPIENT:

Attention: _____

Title: _____

A second copy to: _____

Contact: _____

Title: _____

With a copy to: _____

35. LIST OF EXHIBITS

Exhibit A: Scope of Services

Exhibit B: Project Plans

Exhibit C: Permit Requirements

Exhibit D: Deliverables

Exhibit E: Landscape Maintenance Memorandum of Agreement

Exhibit F: State Financial Assistance (Florida Single Audi Act)

Exhibit G: Agency Resolution

IN WITNESS WHEREOF, this Agreement is to be executed below for the purposes specified herein.

Authorization has been given to enter into and execute this Agreement by Resolution _____, hereto attached.

BOARD OF COUNTY COMMISSIONERS
____ COUNTY

BY: _____

Authorized Signature

NAME: _____

(Print/Type)

TITLE: _____

(Print/Type)

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____

Authorized Signature

NAME: _____

(Print/Type)

TITLE: _____

(Print/Type)

DATE: _____

ATTEST: _____ (SEAL)

TITLE: _____

Print Name _____

ATTEST: _____ (SEAL)

TITLE: _____

APPROVED AS TO FORM & LEGAL
SUFFICIENCY:

LEGAL REVIEW:

Name, County Attorney_____
Office of the General Counsel (Date)

EXHIBIT A
SCOPE OF SERVICES

The RECIPIENT (____ Board of County Commissioners) agrees to make certain landscape improvements on ____, **Florida**, and will subsequently furnish, construct, and inspect the landscape as shown in the plans and specifications prepared by ____, **dated** _____. The following conditions shall apply:

- (a) The current Florida Department of Transportation Design Standard Index 546 must be adhered to.
- (b) Lateral offset as specified in the Design Manual or Plans Preparation Manual.
- (c) Landscape materials shall not obstruct roadside signs or the outdoor advertising view zones for permitted outdoor advertising signs per Florida Statutes 479.106.
- (d) Landscape materials shall be of a size, type and placement so as not to impede large machine mowing that the DEPARTMENT currently provides and will continue to provide at the same frequency.
- (e) Should the RECIPIENT elect to design, furnish and construct irrigation, all costs associated with water source connection(s), continued maintenance of the distribution system and water, and electricity costs shall be born solely by the RECIPIENT. All permits (including tree permits), fees, and any mitigation associated with the removal, relocation or adjustments of these improvements are the RECIPIENT'S responsibility.
- (f) During the installation of the Project and future maintenance operations, maintenance of traffic shall be in accordance with the current edition of the MUTCD and the current Department Design Standards.
- (g) If there is a need to restrict the normal flow of traffic it shall be done in accordance with the approved Maintenance of Traffic Plan (see **Exhibit B**). The party performing such work shall give 48 hour notice to the local law enforcement agency within whose jurisdiction such road is located prior to commencing work on the Project. The DEPARTMENT'S Public Information Office shall also be notified by phone at _____ at least 48 hours in advance.
- (h) The RECIPIENT shall be responsible to clear all utilities within the Project limits.

EXHIBIT B
PROJECT PLANS

Please see attached plans prepared by:

of _____

Dated _____

EXHIBIT C

PERMIT REQUIREMENTS

1. The Project shall be designed and constructed in accordance with the latest edition of the DEPARTMENT'S Standard Specifications for Road and Bridge Construction and DEPARTMENT Design Standards and Manual of Uniform Traffic Control Devices ("MUTCD"). The following guidelines shall apply as deemed appropriate by the DEPARTMENT: the DEPARTMENT Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, the DEPARTMENT Plans Preparation Manual ("PPM"), also known as the "Design Manual", Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book") and the DEPARTMENT Traffic Engineering Manual. The RECIPIENT will be required to submit any construction plans required by the DEPARTMENT for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the RECIPIENT shall be required to notify the DEPARTMENT of the changes and receive approval from the DEPARTMENT prior to the changes being constructed. The RECIPIENT shall maintain the area of the project at all times and coordinate any work needs of the DEPARTMENT during construction of the project.
2. The RECIPIENT shall notify the DEPARTMENT a minimum of 48 hours before beginning construction within DEPARTMENT right of way. The RECIPIENT shall notify the DEPARTMENT should construction be suspended for more than 5 working days. The DEPARTMENT contact person for construction is _____ at _____ located at _____, Telephone number _____, Email address _____.
3. The RECIPIENT shall be responsible for monitoring construction operations and the maintenance of traffic ("MOT") throughout the course of the project in accordance with the latest edition of the DEPARTMENT Standard Specifications, section 102. The RECIPIENT is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the DEPARTMENT Design Standards, Index 600 series. Any MOT plan developed by the RECIPIENT that deviates from the DEPARTMENT Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the DEPARTMENT prior to implementation.
4. The RECIPIENT shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
5. The RECIPIENT will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
6. It is hereby agreed by the parties that this Agreement creates a permissive use only and all improvements resulting from this Agreement shall become the property of the DEPARTMENT. Neither the granting of the permission to use the DEPARTMENT right of way nor the placing of facilities upon the DEPARTMENT property shall operate to create or vest any property right to or in the RECIPIENT, except as may otherwise be provided in separate agreements. The RECIPIENT shall not acquire any right, title, interest or estate in DEPARTMENT right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the RECIPIENT's use, occupancy or possession of DEPARTMENT right of way. The parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to chapter 163, Florida Statutes.
7. The RECIPIENT shall not cause any liens or encumbrances to attach to any portion of the DEPARTMENT'S property, including but not limited to, DEPARTMENT RIGHT-OF-WAY.

8. The RECIPIENT shall perform all required testing associated with the design and construction of the project. Testing results shall be made available to the DEPARTMENT upon request. The DEPARTMENT shall have the right to perform its own independent testing during the course of the Project.
9. The RECIPIENT shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the DEPARTMENT, applicable Water Management District, Florida Department of Environmental Protection, Environmental Protection Agency, the Army Corps of Engineers, the United States Coast Guard and local governmental entities.
10. If the DEPARTMENT determines a condition exists which threatens the public's safety, the DEPARTMENT may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right of way at the sole cost, expense, and effort of the RECIPIENT. The RECIPIENT shall bear all construction delay costs incurred by the DEPARTMENT.
11. The RECIPIENT shall be responsible to maintain and restore all features that might require relocation within the DEPARTMENT right of way.
12. The RECIPIENT will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
13. The RECIPIENT will be required to maintain the Project until final acceptance by the DEPARTMENT. The acceptance procedure will include a final "walk-through" by RECIPIENT and DEPARTMENT personnel. Upon completion of construction, the RECIPIENT will be required to submit to the DEPARTMENT final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the RECIPIENT shall remove its presence, including, but not limited to, all of the RECIPIENT's property, machinery, and equipment from DEPARTMENT right of way and shall restore those portions of DEPARTMENT right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
14. If the DEPARTMENT determines that the Project is not completed in accordance with the provisions of this Agreement, the DEPARTMENT shall deliver written notification of such to the RECIPIENT. The RECIPIENT shall have thirty (30) days from the date of receipt of the DEPARTMENT'S written notice, or such other time as the RECIPIENT and the DEPARTMENT mutually agree to in writing, to complete the Project and provide the DEPARTMENT with written notice of the same (the "Notice of Completion"). If the RECIPIENT fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the DEPARTMENT, within its discretion may: 1) provide the RECIPIENT with written authorization granting such additional time as the DEPARTMENT deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the RECIPIENT's sole cost and expense, without DEPARTMENT liability to the RECIPIENT for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the DEPARTMENT elects to correct the deficiency(ies), the DEPARTMENT shall provide the RECIPIENT with an invoice for the costs incurred by the DEPARTMENT and the RECIPIENT shall pay the invoice within thirty (30) days of the date of the invoice.
15. The RECIPIENT shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The RECIPIENT shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.

16. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the RECIPIENT to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Planning and Environmental Management Office (PL&EM) must be contacted immediately at _____.
17. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
18. Restricted hours of operation will be from 9:00 am to 3:30 pm, (Monday-Friday), unless otherwise approved by the Operations Engineer, or designee.
19. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the DEPARTMENT's Public Information Office is:

Name _____

Florida Department of Transportation Public Information Office

_____, Florida _____

Phone _____

EXHIBIT D

DELIVERABLES

***THE RECIPIENT WILL NEED DEPARTMENT APPROVAL IF DEVIATING FROM
THESE DELIVERIBLES AS SHOWN IN EXHIBIT B**

PLEASE SEE ATTACHED

DELIVERABLES:

Florida Beautification Grant

FM# _____

Date: _____

ESTIMATED

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>
Landscape - Large Plants	Furnish & Install Trees, Palms, and Shrubs	0	EACH
Name	Spec		
Name	Spec		
Name	Spec		
Name	Spec		
Name	Spec		
Name	Spec		
Landscape - Small Plants	Furnish & Install Shrubs / Gr. Covers	0	EACH
Name	Spec		
Name	Spec		
Name	Spec		
Landscape - Other	Furnish & Install Sod and Mulch		
Sod (Square Foot Area)	Certified, Disease, Pest, & Weed Free	0	EACH
Irrigation	Install Irrigation System per Plans		
Irrigation System, Complete - Per Plans	Extend Exist. Irrigation into New Areas	0	L.S.

EXHIBIT E

LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT

PLEASE SEE ATTACHED

EXHIBIT F

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Awarding Agency: Florida Department of Transportation

State Project Title: HIGHWAY BEAUTIFICATION GRANTS – KEEP FLORIDA BEAUTIFUL

CSFA Number: 55.003

***Award Amount:** \$ 0

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number 55.003 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.003 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

EXHIBIT G

AGENCY RESOLUTION

PLEASE SEE ATTACHED



City of Dania Beach City Manager Memorandum

DATE: 9/24/2024

TO: Mayor and Commissioners

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

VIA: Eve A. Boutsis, City Attorney

SUBJECT: Renewal for the Annual Engagement Letter with Ronald L. Book, P.A. for Lobbyist Services Pertaining to Local (including Airport) and State Legislative Issues

Request:

The renewal of the engagement letter with Ronald L. Book, P.A. for lobbyist services is presented for Commission review and consideration.

Background:

The City has retained the lobbyist services of Ronald L. Book, P.A. for local government and airport related issues since 2015. The renewal of the engagement letter would be effective beginning October 1, 2024 through September 30, 2025.

Budgetary Impact

The annual cost is \$62,500.00 and the funding is planned and appropriated in the Fiscal Year 2024-2025 Commission budget, Professional Services Account Number: 001-11-01-511-31-10.

Recommendation

The renewal of the engagement letter is a City Commission decision.

RESOLUTION NO. 2024-_____

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

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 she is authorized to do so in advance by a resolution adopted by the City Commission; and

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

WHEREAS, the City has retained Ronald L. Book, P.A. (the “Consultant”) through an Engagement Letter for the past several years, to provide services in connection with Broward County and State-related issues of concern to the City of Dania Beach (the “Services”); and

WHEREAS, the current agreement expires on September 30, 2024, and the City desires to continue to obtain the Services of the Consultant; and

WHEREAS, the total amount of purchases from the Consultant for Fiscal Year 2024-25 will exceed the \$50,000.00 annual purchase threshold for a single vendor and, therefore, requires City Commission approval.

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

Section 1. That the above “Whereas” clauses are true and correct, 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 engagement letter with Ronald L. Book, P.A., which will provide the City with consulting (lobbyist) services beginning October 1, 2024 for a one year term at a cost of Sixty Two Thousand Five Hundred Dollars (\$62,500.00) inclusive of all expenses, payable monthly, in eleven (11) payments of Five Thousand Two Hundred Eight Dollars and Thirty Three Cents (\$5,208.33) with the last installment being Five Thousand Two Hundred Eight Dollars and Thirty Seven Cents (\$5,208.37). A copy of the Engagement Letter is attached as Exhibit “A”, and it is made a part of and is incorporated into this Resolution by this reference.

Section 3. That funding is planned and appropriated in the Fiscal Year 2023-24 City Commission budget Professional Services Account #001-11-01-511-31-10.

Section 4. That all services obtained from Ronald L. Book, P.A. shall be subject to approved annual budget appropriations and in accordance with the City’s procurement policies and are authorized to exceed the annual amount of \$50,000.00 purchase threshold for a single vendor for Fiscal Year 2024-25.

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

Section 6. That this Resolution shall become effective immediately upon 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



September 5, 2024

Ms. Eve A. Boutsis City Attorney
City of Dania Beach
100 West Dania Beach Boulevard
Dania Beach, FL 33004

Dear Eve:

Thank you, the City Manager, and City Commission for providing our firm with the continued privilege of representing the City of Dania Beach and the taxpayers of the City in Tallahassee, including the Legislature and the Executive Branch on Governmental Affairs matters. My firm will provide support on all matters with an emphasis on legislative appropriations issues, as well as continuing to protect the City's valuable stake in the Tribal Compact on the statutorily directed distribution of local impact funds.

Our firm's responsibility will be to handle all traditional lobbying services. This will include, but not be limited to, working with local staff, Legislative Staff, and Executive Branch Staff as well as elected officials at all levels. We will, at all times, aggressively represent and advocate for the City and its interests. You agree to fully educate us on all matters of interest and priority to the City, and we agree to meet periodically, as requested.

In exchange for this representation, you agree to compensate our firm with a retainer of \$62,500 a year payable in monthly payments of \$5,208.33 a month, except the final month will be invoiced at \$5,208.37.

This agreement will be effective October 1, 2024, and extend for twelve (12) months, anticipating a renewal prior to the expiration of this agreement of September 30, 2025, for an additional twelve-month period, unless a written notice of discontinuation is received not less than 30 days prior to the end of the agreement. It is also understood that this agreement is cancellable by either party with 30 days written notice. Assuming this meets with your approval, please sign, and return to my office.

Sincerely,

Ronald L. Book
Ronald L. Book, P.A.

Archibald J. Ryan IV, Mayor
City of Dania Beach, Florida

RLB: BM

Eve A. Boutsis, City Attorney
City of Dania Beach, Florida

REPLY TO:

- ☐ 4000 Hollywood Boulevard, Suite 677-S - Telephone (305) 935-1866
- ☐ 104 West Jefferson Street - Tallahassee, Florida 32301 - (850) 224-3427



City of Dania Beach Parks & Recreation Memorandum

DATE: 9/24/2024

TO: Mayor and Commissioners

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

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

SUBJECT: Authorizing the ranking of firms for Request For Qualifications (RFQ) No. 24-015, entitled "Design Services for P.J. Meli Aquatics Complex Improvements", and to authorize contract negotiations with the top-ranked responder.

Request:

The Parks and Recreation Department is requesting the adoption of a resolution authorizing the rankings of the responsive firms for RFQ No. 24-015, entitled "Design Services for P.J. Meli Aquatics Complex Improvements", and authorizing the proper City Officials to enter into contract negotiations with the top-ranked responder, Bermello Ajamil & Partners Inc.

Background:

The City adopted a Parks Master Plan in March 2019 which included reconstruction of P.J. Meli Aquatics Complex located at 2901 SW 52nd Street.

The City issued RFQ No. 24-015 on June 18, 2024, for the selection of a design services consultant for the Project. An Evaluation Committee consisting of the City's Director of Parks and Recreation, the Deputy Director of Parks and Recreation, and the Public Services Deputy Director/City Engineer met on August 8, 2024, to review and evaluate the ten (10) qualified submittals.

After an extensive evaluation process which included a review of each firm's experience, area of expertise, minority and women certification, and current project workloads, the Committee ranked the submittals and selected the three (3) highest ranked design firms based on their qualifications as follows:

1. Bermello Ajamil & Partners, Inc	281 points
2. Walters Zackria Associates, PLLC.	278 points
3. R.E. Chisholm Architects, Inc.	261 points

Budgetary Impact

Funding for the Project is available and appropriated within the Parks Masterplan Fund P.J. Meli Park Construction Professional Services Account No. 302-72-08-572-31-10.

Recommendation

It is recommended that the City Commission adopt the resolution authorizing the rankings of the responsive firms for RFQ No. 24-015, entitled "Design Services for P.J. Meli Aquatics Complex Improvements", and authorize the proper City Officials to enter into contract negotiations with the top-ranked responder, Bermello Ajamil & Partners Inc.

RESOLUTION NO. 2024-_____

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

WHEREAS, the City adopted a Parks Master Plan in March 2019 which included reconstruction of P.J. Meli Aquatics Complex at 2901 SW 52nd Street (the “Project”); and

WHEREAS, the City issued RFQ No. 24-015 on June 18, 2024 for the selection of a design services consultant for the Project; and

WHEREAS, an Evaluation Committee consisting of the City’s Director of Parks and Recreation, the Deputy Director of Parks and Recreation, and the Public Services Deputy Director/City Engineer (the “Committee”) met on August 8, 2024, to review and evaluate the ten qualified (10) submittals; and

WHEREAS, after an extensive evaluation process which included a review of each firm’s experience, area of expertise, minority and women certification, and current project workloads, the Committee ranked the submittals and selected the three (3) highest ranked design firms based on their qualifications as follows:

CONSULTANT	SCORE	RANK
Bermello Ajamil & Partners, Inc.	281	1
Walters Zackria Associates, PLLC	278	2
R.E. Chisholm Architects, Inc.	261	3

WHEREAS, the City Administration recommends the City Commission authorize negotiations with the highest ranked firm, Bermello Ajamil & Partners, Inc.

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

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

Section 2. That the City Commission accepts the ranking of the consultants responding to RFQ No. 24-015, entitled “Design Services for P.J. Meli Aquatics Complex Improvements”, as provided above.

Section 3. That the proper City officials are authorized to negotiate and execute an agreement with Bermello Ajamil & Partners, Inc. If negotiations are unsuccessful, the City can proceed with next highest ranked respondent, until the list is exhausted, or a contract is negotiated consistent with the terms of the RFQ.

Section 4. That funding for the Project is available and appropriated within the Parks Masterplan Fund P.J. Meli Park Construction Professional Services Account No. 302-72-08-572-31-10.

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

Section 6. That this Resolution shall become effective within ten (10) days of its passage and adoption.

PASSED AND ADOPTED on _____, 2024.

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

	<u>Firm Qualifications</u>	<u>Experience and Qualifications of Assigned Staff</u>	<u>Approach and Delivery of Services (Understanding the scope of work)</u>	<u>Minority Business Enterprise</u>	<u>Score Totals</u>
	<i>Bermello Ajamil & Parterners Inc.</i>	<i>Bermello Ajamil & Parterners Inc.</i>	<i>Bermello Ajamil & Parterners Inc.</i>	<i>Bermello Ajamil & Parterners Inc.</i>	
Cassie Warren	39	29	23	5	96
Franky Lazo	40	28	25	5	98
Dincer	35	24	23	5	87
Total Score					281
	<u>Firm Qualifications</u>	<u>Experience and Qualifications of Assigned Staff</u>	<u>Approach and Delivery of Services (Understanding the scope of work)</u>	<u>Minority Business Enterprise</u>	
	<i>Kimley-Horn and Associates</i>	<i>Kimley-Horn and Associates</i>	<i>Kimley-Horn and Associates</i>	<i>Kimley-Horn and Associates</i>	
Cassie Warren	35	26	23	0	84
Franky Lazo	38	28	25	0	91
Dincer	31	23	21	0	75
Total Score					250
	<u>Firm Qualifications</u>	<u>Experience and Qualifications of Assigned Staff</u>	<u>Approach and Delivery of Services (Understanding the scope of work)</u>	<u>Minority Business Enterprise</u>	
	<i>Walters Zackria Associates, PLLC</i>	<i>Walters Zackria Associates, PLLC</i>	<i>Walters Zackria Associates, PLLC</i>	<i>Walters Zackria Associates, PLLC</i>	
Cassie Warren	38	25	23	5	91
Franky Lazo	40	29	24	5	98
Dincer	36	27	21	5	89
Total Score					278
	<u>Firm Qualifications</u>	<u>Experience and Qualifications of Assigned Staff</u>	<u>Approach and Delivery of Services (Understanding the scope of work)</u>	<u>Minority Business Enterprise</u>	
	<i>Bea Architects Inc.</i>	<i>Bea Architects Inc.</i>	<i>Bea Architects Inc.</i>	<i>Bea Architects Inc.</i>	
Cassie Warren	32	22	22	5	81
Franky Lazo	28	24	20	5	77
Dincer	34	26	22	5	87
Total Avg Score					245
	<u>Firm Qualifications</u>	<u>Experience and Qualifications of Assigned Staff</u>	<u>Approach and Delivery of Services (Understanding the scope of work)</u>	<u>Minority Business Enterprise</u>	
	<i>Brooks + Scarpa</i>	<i>Brooks + Scarpa</i>	<i>Brooks + Scarpa</i>	<i>Brooks + Scarpa</i>	
Cassie Warren	33	24	22	5	84
Franky Lazo	30	25	0	5	60
Dincer	32	25	23	5	85
Total Score					229
	<u>Firm Qualifications</u>	<u>Experience and Qualifications of Assigned Staff</u>	<u>Approach and Delivery of Services (Understanding the scope of work)</u>	<u>Minority Business Enterprise</u>	
	<i>Justin Architects P.A.</i>	<i>Justin Architects P.A.</i>	<i>Justin Architects P.A.</i>	<i>Justin Architects P.A.</i>	
Cassie Warren	33	24	22	5	84
Franky Lazo	32	26	22	5	85
Dincer	36	25	22	5	88
Total Score					257
	<u>Firm Qualifications</u>	<u>Experience and Qualifications of Assigned Staff</u>	<u>Approach and Delivery of Services (Understanding the scope of work)</u>	<u>Minority Business Enterprise</u>	
	<i>R.E. Chisholm Architects Inc.</i>	<i>R.E. Chisholm Architects Inc.</i>	<i>R.E. Chisholm Architects Inc.</i>	<i>R.E. Chisholm Architects Inc.</i>	
Cassie Warren	34	24	22	5	85
Franky Lazo	32	27	23	5	87
Dincer	36	27	21	5	89
Total Score					261
	<u>Firm Qualifications</u>	<u>Experience and Qualifications of Assigned Staff</u>	<u>Approach and Delivery of Services (Understanding the scope of work)</u>	<u>Minority Business Enterprise</u>	
	<i>Saltz Michelson Architects Inc.</i>	<i>Saltz Michelson Architects Inc.</i>	<i>Saltz Michelson Architects Inc.</i>	<i>Saltz Michelson Architects Inc.</i>	
Cassie Warren	35	25	23	5	88
Franky Lazo	30	25	23	5	83
Dincer	36	26	22	5	89
Total Score					260
	<u>Firm Qualifications</u>	<u>Experience and Qualifications of Assigned Staff</u>	<u>Approach and Delivery of Services (Understanding the scope of work)</u>	<u>Minority Business Enterprise</u>	

	<i>Wannemacher Jensen Architects</i>	<i>Wannemacher Jensen Architects</i>	<i>Wannemacher Jensen Architects</i>	<i>Wannemacher Jensen Architects</i>	
Cassie Waren	30	22	22	0	74
Franky Lazo	34	26	22	0	82
Dincer	32	24	22	0	78
Total Score					234

	<u>Firm Qualifications</u>	<u>Experience and Qualifications of Assigned Staff</u>	<u>Approach and Delivery of Services (Understanding the scope of work)</u>	<u>Minority Business Enterprise</u>	
	<i>Zyscovich Architects</i>	<i>Zyscovich Architects</i>	<i>Zyscovich Architects</i>	<i>Zyscovich Architects</i>	
Cassie Waren	31	23	22	0	76
Franky Lazo	38	28	0	0	66
Dincer	31	27	22	0	80
Total Score					222

Firm	Score	Rank
<i>Bermello Ajamil & Parterners Inc.</i>	281	1
<i>Kimley-Horn and Associates</i>	250	6
<i>Walters Zackria Associates, PLLC</i>	278	2
<i>Bea Architects Inc.</i>	245	7
<i>Brooks + Scarpa</i>	229	9
<i>Justin Architects P.A.</i>	257	5
<i>R.E. Chisholm Architects Inc.</i>	261	3
<i>Saltz Michelson Architects Inc.</i>	260	4
<i>Wannemacher Jensen Architects</i>	234	8
<i>Zyscovich Architects</i>	222	10



City of Dania Beach Parks & Recreation Memorandum

DATE: 9/24/2024

TO: Mayor and Commissioners

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

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

SUBJECT: Authorizing the ranking of firms for Request For Qualifications (RFQ) No. 24-019, entitled "Design Services for Olsen Middle School Park Project", and to authorize contract negotiations with the top-ranked responder.

Request:

The Parks and Recreation Department is requesting the adoption of a resolution authorizing the rankings of the responsive firms for RFQ No. 24-019, entitled "Design Services for Olsen Middle School Park Project", and authorizing the proper City Officials to enter into contract negotiations with the top-ranked responder, Walters Zackria Associates, PLLC.

Background:

The City adopted a Parks Master Plan in March 2019 which included construction of the property located at Olsen Middle School, 330 SE 11th Terrace. The City issued RFQ No. 24-019 on July 12, 2024, for the selection of a design services consultant for the Project.

An Evaluation Committee consisting of the City's Director of Parks and Recreation, the Deputy Director of Parks and Recreation, and the Public Services Facilities and Landscaping Operations Manager met on September 11, 2024, to review and evaluate the fourteen (14) qualified submittals.

After an extensive evaluation process which included a review of each firm's experience, area of expertise, minority and women certification, and current project workloads, the Committee ranked the submittals and selected the three (3) highest ranked design firms based on their qualifications as follows:

Walters Zackria Associates, PLLC.	270 points
Bermello Ajamil & Partners, Inc	266 points
Keith and Associates, Inc.	256 points

Budgetary Impact

Funding for the Project is available and appropriated within the Capital Projects Fund Olsen

Recommendation

It is recommended that the City Commission adopt the resolution authorizing the rankings of the responsive firms for RFQ No. 24-019, entitled "Design Services for Olsen Middle School Park Project", and authorize the proper City Officials to enter into contract negotiations with the top-ranked responder, Walters Zackria Associates, PLLC.

RESOLUTION NO. 2024-_____

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

WHEREAS, the City adopted a Parks Master Plan in March 2019 which included construction of the property located at Olsen Middle School, 330 SE 11th Terrace (the “Project”); and

WHEREAS, the City issued RFQ No. 24-019 on July 12, 2024 for the selection of a design services consultant for the Project; and

WHEREAS, an Evaluation Committee consisting of the City’s Director of Parks and Recreation, the Deputy Director of Parks and Recreation, and the Public Services Facilities and Landscaping Operations Manager (the “Committee”) met on September 11, 2024, to review and evaluate the fourteen qualified (14) submittals; and

WHEREAS, after an extensive evaluation process which included a review of each firm’s experience, area of expertise, minority and women certification, and current project workloads, the Committee ranked the submittals and selected the three (3) highest ranked design firms based on their qualifications as follows:

CONSULTANT	SCORE	RANK
Walters Zackria Associates, PLLC.	270	1
Bermello Ajamil & Partners, Inc.	266	2
Keith and Associates, Inc.	256	3

WHEREAS, the City Administration recommends the City Commission authorize negotiations with the highest ranked firm, Walters Zackria Associates, PLLC.

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

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

Section 2. That the City Commission accepts the ranking of the consultants responding to RFQ No. 24-019, entitled “Design Services for Olsen Middle School Park Project”, as provided above.

Section 3. That the proper City officials are authorized to negotiate and execute an agreement with Walters Zackria Associates, PLLC. If negotiations are unsuccessful, the City can proceed with next highest ranked respondent, until the list is exhausted, or a contract is negotiated consistent with the terms of the RFQ.

Section 4. That funding for the Project is available and appropriated within the Capital Projects Fund Olsen Middle School Project Professional Services Account No. 301-72-62-572-31-10.

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

Section 6. That this Resolution shall become effective within ten (10) days of its passage and adoption.

PASSED AND ADOPTED on _____, 2024.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Joyce L. Davis _____

Commissioner Tamara James _____

Commissioner Marco Salvino _____

Vice Mayor Lori Lewellen _____

Mayor Archibald J. Ryan IV _____

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

REQUEST FOR QUALIFICATIONS FOR DESIGN SERVICES FOR OLSEN MIDDLE SCHOOL PARK PROJECT
RFQ 24-019
COMMITTEE SCORES

	<u>Firm Qualifications</u>	<u>Experience and Qualifications of Assigned Staff</u>	<u>Approach and Delivery of Services (Understanding the scope of work)</u>	<u>Minority Business Enterprise</u>	<u>Score Totals</u>
	<i>Bermello Ajamil & Parterners Inc.</i>	<i>Bermello Ajamil & Parterners Inc.</i>	<i>Bermello Ajamil & Parterners Inc.</i>	<i>Bermello Ajamil & Parterners Inc.</i>	
Cassie Waren	37	28	23	5	93
Franky Lazo	37	28	22	5	92
Carl Katlicharan	33	23	20	5	81
Total Sum					266
	<i>BEA Architects, Inc</i>	<i>BEA Architects, Inc</i>	<i>BEA Architects, Inc</i>	<i>BEA Architects, Inc</i>	
Cassie Waren	32	22	22	5	81
Franky Lazo	28	23	20	5	76
Carl Katlicharan	30	25	20	5	80
Total Sum					237
	<i>CPH Engineers</i>	<i>CPH Engineers</i>	<i>CPH Engineers</i>	<i>CPH Engineers</i>	
Cassie Waren	36	25	22	5	88
Franky Lazo	24	22	20	5	71
Carl Katlicharan	37	26	22	5	90
Total Sum					249
	<i>Jorge Gutierrez Architect</i>	<i>Jorge Gutierrez Architect</i>	<i>Jorge Gutierrez Architect</i>	<i>Jorge Gutierrez Architect</i>	
Cassie Waren	30	23	22	5	80
Franky Lazo	26	22	18	5	71
Carl Katlicharan	29	25	20	5	79
Total Sum					230
	<i>Keith and Associates, Inc.</i>	<i>Keith and Associates, Inc.</i>	<i>Keith and Associates, Inc.</i>	<i>Keith and Associates, Inc.</i>	
Cassie Waren	36	26	23	5	90
Franky Lazo	38	28	25	5	96
Carl Katlicharan	20	25	20	5	70
Total Sum					256
	<i>Kimley-Horn and Associates, Inc</i>	<i>Kimley-Horn and Associates, Inc</i>	<i>Kimley-Horn and Associates, Inc</i>	<i>Kimley-Horn and Associates, Inc</i>	
Cassie Waren	35	25	22	0	82
Franky Lazo	34	28	25	0	87
Carl Katlicharan	26	25	25	0	76
Total Sum					245
	<i>LANDSCAPE DE</i>	<i>LANDSCAPE DE</i>	<i>LANDSCAPE DE</i>	<i>LANDSCAPE DE</i>	
Cassie Waren	Disqualified	Disqualified	Disqualified	0	0
Franky Lazo	Disqualified	Disqualified	Disqualified	0	0
Carl Katlicharan	Disqualified	Disqualified	Disqualified	0	0
Total Sum					0
	<i>Miller Legg</i>	<i>Miller Legg</i>	<i>Miller Legg</i>	<i>Miller Legg</i>	
Cassie Waren	35	25	22	0	82
Franky Lazo	36	28	25	0	89
Carl Katlicharan	26	25	25	0	76
Total Sum					247
	<i>Firm Qualifications</i>	<i>Experience and Qualifications of Assigned Staff</i>	<i>Approach and Delivery of Services (Understanding the scope of work)</i>	<i>Minority Business Enterprise</i>	

	<i>Perkins&Will</i>	<i>Perkins&Will</i>	<i>Perkins&Will</i>	<i>Perkins&Will</i>	
Cassie Waren	33	23	21	5	82
Franky Lazo	22	22	0	5	49
Carl Kallicharan	38	27	23	5	93
Total Sum					224

	<u>Firm Qualifications</u>	<u>Experience and Qualifications of Assigned Staff</u>	<u>Approach and Delivery of Services (Understanding the scope of work)</u>	<u>Minority Business Enterprise</u>	
	<i>R.E. Chisholm Architects. Inc.</i>	<i>R.E. Chisholm Architects. Inc.</i>	<i>R.E. Chisholm Architects. Inc.</i>	<i>R.E. Chisholm Architects. Inc.</i>	
Cassie Waren	34	22	22	5	83
Franky Lazo	32	27	25	5	89
Carl Kallicharan	32	20	20	5	77
Total Sum					249

	<u>Firm Qualifications</u>	<u>Experience and Qualifications of Assigned Staff</u>	<u>Approach and Delivery of Services (Understanding the scope of work)</u>	<u>Minority Business Enterprise</u>	
	<i>Saltz Michelson Architects, Inc</i>	<i>Saltz Michelson Architects, Inc</i>	<i>Saltz Michelson Architects, Inc</i>	<i>Saltz Michelson Architects, Inc</i>	
Cassie Waren	33	25	21	5	84
Franky Lazo	31	25	25	5	86
Carl Kallicharan	33	20	20	5	78
Total Sum					248

	<u>Firm Qualifications</u>	<u>Experience and Qualifications of Assigned Staff</u>	<u>Approach and Delivery of Services (Understanding the scope of work)</u>	<u>Minority Business Enterprise</u>	
	<i>The Tamara Peacock Company Architects</i>	<i>The Tamara Peacock Company Architects</i>	<i>The Tamara Peacock Company Architects</i>	<i>The Tamara Peacock Company Architects</i>	
Cassie Waren	31	21	21	5	78
Franky Lazo	32	26	22	5	85
Carl Kallicharan	17	20	20	5	62
Total Sum					225

	<u>Firm Qualifications</u>	<u>Experience and Qualifications of Assigned Staff</u>	<u>Approach and Delivery of Services (Understanding the scope of work)</u>	<u>Minority Business Enterprise</u>	
	<i>Walters Zackria Associates, PLLC</i>	<i>Walters Zackria Associates, PLLC</i>	<i>Walters Zackria Associates, PLLC</i>	<i>Walters Zackria Associates, PLLC</i>	
Cassie Waren	38	28	23	5	94
Franky Lazo	38	28	23	5	94
Carl Kallicharan	32	25	20	5	82
Total Sum					270

	<u>Firm Qualifications</u>	<u>Experience and Qualifications of Assigned Staff</u>	<u>Approach and Delivery of Services (Understanding the scope of work)</u>	<u>Minority Business Enterprise</u>	
	<i>West Construction, Inc. & West Architecture + Design, LLC</i>	<i>West Construction, Inc. & West Architecture + Design, LLC</i>	<i>West Construction, Inc. & West Architecture + Design, LLC</i>	<i>West Construction, Inc. & West Architecture + Design, LLC</i>	
Cassie Waren	35	25	22	5	87
Franky Lazo	35	25	23	5	88
Carl Kallicharan	19	20	20	5	64
Total Sum					239

Firm Avg Highest Rankings		
Rank 1	<i>Walters Zackria Associates, PLLC</i>	270
Rank 2	<i>Bermello Ajamil & Partners Inc.</i>	266
Rank 3	<i>Keith and Associates, Inc.</i>	256



City of Dania Beach Parks & Recreation Memorandum

DATE: 9/24/2024

TO: Mayor and Commissioners

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

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

SUBJECT: Awarding an invitation to bid ("ITB") No. 24-018, entitled, "Mullikin Park Improvements" to Bejar Construction, Inc., for an amount not to exceed Six Hundred Fifteen Thousand Four Hundred Sixty-One Dollars (\$615,461.00), plus Fifty Thousand Dollars (\$50,000.00) in contingency funds.

Request:

The Parks and Recreation Department is requesting the adoption of a resolution awarding an Invitation To Bid ("ITB") No. 24-018, entitled, "Mullikin Park Improvements" to Bejar Construction, Inc., for an amount not to exceed Six Hundred Fifteen Thousand Four Hundred Sixty-One Dollars (\$615,461.00), plus Fifty Thousand Dollars (\$50,000.00) in contingency funds.

Background:

The City of Dania Beach was awarded \$200,000 in grant funding through the Florida Recreation Development Assistance Program (FRDAP) with a \$200,000 match in August 2022 for the Mullikin Park Improvements Project.

On August 22, 2023, the City Commission of the City of Dania Beach approved Resolution 2023-084, entering into an agreement with Kimley-Horn and Associates Inc. for the Design Services related to the Project and authorized the Parks and Recreation Department to solicit through formal bidding the construction services for the park improvements.

On July 12, 2024, the City issued ITB. No. 24-018 entitled "Mullikin Park Improvements for the selection of a qualified firm for Construction Services for the Project. On August 16, 2024, the City received six (6) responsive and qualified bids to ITB No. 2024-018, shown below:

1. Bejar Construction, Inc.	\$615,461.00
2. Ryan Construction, Inc.	\$789,488.00
3. Persons Services Corp	\$822,879.00

4. Vercetti Enterprises	\$856,770.61
5. M&J General Contractors	\$930,081.48
6. Sky Living Co.	\$1,147,795.89

The Committee's assessment of the respondent bid packages, as well as the review by the design services team from Kimley-Horn and Associates Inc., resulted in the selection of Bejar Construction, Inc., as the most responsive and responsible proposer.

Budgetary Impact

That funding in the amount of One Hundred Sixty-One Thousand Six Hundred Twenty-One Dollars (\$161,621.00) is currently available and appropriated within the Grant Fund Mullikin Park Project Account No. 103-72-10-572-63-10. Upon approval of this Resolution, additional funding in the amount of Five Hundred Three Thousand Eight Hundred Forty Dollars (\$503,840.00) will be appropriated from General Fund Unassigned Fund Balance Account No. 001-00-00-389-90-01 and transferred to the Grant Fund Project Account, as follows:

Account No. / Description	Revenue	Expenditure
001-00-00-389-90-01 Appropriated Fund Balance	\$ 503,840.00	
001-18-00-519-91-03 Transfer to Grant Fund		\$ 503,840.00
103-00-00-381-00-01 Transfer from General Fund	\$ 503,840.00	
103-72-10-572-63-10 Mullikin Park Project Account		\$ 503,840.00

Recommendation

It is recommended that City Commission adopt the resolution awarding an Invitation To Bid ("ITB") No. 24-018, entitled, "Mullikin Park Improvements" to Bejar Construction, Inc., for an amount not to exceed Six Hundred Fifteen Thousand Four Hundred Sixty-One Dollars (\$615,461.00), plus Fifty Thousand Dollars (\$50,000.00) in contingency funds.

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF INVITATION TO BID (“ITB”) NO. 24-018, ENTITLED, “MULLIKIN PARK IMPROVEMENTS” TO BEJAR CONSTRUCTION, INC., IN AN AMOUNT NOT TO EXCEED SIX HUNDRED FIFTEEN THOUSAND FOUR HUNDRED SIXTY-ONE DOLLARS (\$615,461.00), PLUS FIFTY THOUSAND DOLLARS (\$50,000.00) IN CONTINGENCY FUNDS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dania Beach was awarded \$200,000 in grant funding through the Florida Recreation Development Assistance Program (FRDAP) with a \$200,000 match in August 2022 for the Mullikin Park Improvements Project (the “Project”); and

WHEREAS, on August 22, 2023, the City Commission of the City of Dania Beach approved Resolution 2023-084, entering into an agreement with Kimley-Horn and Associates Inc. for the Design Services related to the Project and authorized the Parks and Recreation Department to solicit through formal bidding the construction services for the park improvements; and

WHEREAS, on July 12, 2024, the City issued ITB. No. 24-018 entitled “Mullikin Park Improvements for the selection of a qualified firm for Construction Services for the Project; and

WHEREAS, on August 16, 2024, the City received six (6) responsive and qualified bids to ITB No. 2024-018, shown below:

1. Bejar Construction, Inc.	\$615,461.00
2. Ryan Construction, Inc.	\$789,488.00
3. Persons Services Corp.	\$822,879.00
4. Vercetti Enterprises	\$856,770.61
5. M&J General Contractors	\$930,081.48
6. Sky Living Co.	\$1,147,795.89; and

WHEREAS, the Committee’s assessment of the respondent bid packages, as well as the review by the design services team from Kimley-Horn and Associates Inc., resulted in the selection of Bejar Construction, Inc., as the most responsive and responsible proposer; and

WHEREAS, the City Administration recommends that the City Commission award ITB No. 24-018 to Bejar Construction, Inc. and authorize the proper City officials to execute an agreement for Construction Services for the Project, which agreement is attached as Exhibit “A” and incorporated into this Resolution by this reference.

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

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

Section 2. That the City Commission authorizes the proper City officials to execute a contract with Bejar Construction, Inc. for the Construction Services for the Project in an amount not to exceed Six Hundred Fifteen Thousand Four Hundred Sixty-One Dollars (\$615,461.00) plus Fifty Thousand Dollars (\$50,000.00) in Contingency funds, for a total Project cost of Six Hundred Sixty-Five Thousand Four Hundred Sixty One Dollars (\$665,461.00).

Section 3. That funding in the amount of One Hundred Sixty-One Thousand Six Hundred Twenty-One Dollars (\$161,621.00) is currently available and appropriated within the Grant Fund Mullikin Park Project Account No. 103-72-10-572-63-10. Upon approval of this Resolution, additional funding in the amount of Five Hundred Three Thousand Eight Hundred Forty Dollars (\$503,840.00) will be appropriated from General Fund Unassigned Fund Balance Account No. 001-00-00-389-90-01 and transferred to the Grant Fund Project Account, as follows:

Account No. / Description	Revenue	Expenditure
001-00-00-389-90-01 Appropriated Fund Balance	\$ 503,840.00	
001-18-00-519-91-03 Transfer to Grant Fund		\$ 503,840.00
103-00-00-381-00-01 Transfer from General Fund	\$ 503,840.00	
103-72-10-572-63-10 Mullikin Park Project Account		\$ 503,840.00

Section 4. That the City Manager is authorized to approve uses of the project Contingency upon written request from the Parks and Recreation Department Director.

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

Section 6. That this Resolution shall become effective within ten (10) days of its passage and adoption.

PASSED AND ADOPTED on _____, 2024.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Joyce L. Davis _____

Commissioner Tamara James _____

Commissioner Marco Salvino _____

Vice Mayor Lori Lewellen _____

Mayor Archibald J. Ryan IV _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

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 Bejar Construction, Inc. ("Contractor"), a Florida corporation with an address of 6326 SW 191 Avenue, Pembroke Pines, Florida 33332, with a contact name and email, Benny Bejar, bejarconstruction@msn.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 (provided that City's actions cannot delay of the City' s compliance hereunder).

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 Invitation to Bid (ITB) No. 24-018 entitled, Mullikin Park Improvements”, which Bid is incorporated by this reference into this Agreement as **Exhibit “A”**, this reference to **Exhibit A** also includes all addendums. The FRDAP grant program is administered by the Florida Department of Environmental Protection (FDEP) and provides financial assistance for acquisition or development of land for public outdoor recreation. The grant provides for a range of improvements including the installation of pavilion shelters, a basketball court and various site enhancements. The contractor shall be responsible for furnishing all labor and materials to construct the facility in accordance with project plans and specifications.

This project will be partially funded by State funds and bidders should consider the compliance requirements contained in the Grant Agreement, number A3018, **which document is included in the Exhibit “B”**, between the City of Dania Beach and the Florida Department of Environmental Protection. Bidders must carefully review and become familiar with the Grant Agreement conditions that govern this contract. All state and federal requirements contained within the grant agreement are applicable to the respondent.

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.

4.4 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

4.5 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.

4.6 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.

4.7 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.

4.8 Agreement Interpretation. All claims of Contractor, and all questions the Contractor may have concerning 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 Contract 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 Contract 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 Contract immediately, without providing an opportunity to cure.

5.2 The Contractor shall achieve Substantial Completion not later than one hundred twenty (120) calendar days and Final Completion of the entire Work not later than one hundred fifty (150) calendar days, each commencing with the date set forth in the NOTICE TO PROCEED as issued by the City, subject to adjustments of this Contract Time as provided in the Contract Documents.

5.3 Term. The term of this Agreement shall be through and including **March 31, 2025**, or completion of the Services, whichever date is sooner.

6. Payment for Services.

6.1 City agrees to pay Contractor a not-to-exceed amount Six Hundred Fifteen Thousand Four Hundred Sixty-One Dollars (\$615,461.00) based on the items and associated fees shown in the Contractor's Bid Bond, which is attached as part of Exhibit "B" and incorporated into the Agreement by this reference. A Fifty Thousand Dollar (\$50,000.00) Contingency Fund is also included in this Agreement.

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
Parks and Recreation Department
Attn: Cassi Waren, Director
100 W. 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.

7.3 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 A. **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) Be structurally sound and safe for its intended use, and free from any unusual hazards; (ii) Be designed for use for only those purposes permitted under Section 13 hereof; (iii) Be fire resistant to the extent required by the provisions of the local applicable building codes and shall not be used for the manufacture or storage of flammable, explosive or hazardous materials in violation of applicable law; (iv) Substantially comply with the Approved Conceptual Plans; (v) Comply with the terms and provisions of this Agreement; and (vi) Comply with all applicable laws, ordinances, rules, regulations and procedures of all applicable Governmental Authorities. The City may refuse to grant approval if the proposed facilities as shown on such plans and specifications will fail to meet the criteria set forth above.

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 Consultation. If requested by the City, the Contractor and its architect, engineer and contractor shall meet with the City in periodically scheduled meetings to assess the current status of completion.

16.4 Contractor's Obligations During Construction. Prior to the Completion Date, Contractor shall:

- (A) Provide all architectural and engineering services, 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.
- (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 and obtains a Certificate of Occupancy for the Improvements, 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, in its capacity as Landlord under this Agreement, for the construction of the specified Improvements.

16.5 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.

16.6 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.

16.7 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.

16.8 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.

16.9 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.

16.10 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.

16.11 Contractor shall perform such tests as City may require to verify 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, then City shall compensate Contractor for such costs of testing and any effects on previously completed work.

16.12 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.

16.13 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.

16.14 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.

16.15 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.

16.16 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.

16.17 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.

16.18 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.

16.19 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.

16.20 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.

16.21 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.

16.22 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.

16.23 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.

16.24 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.

16.25 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.

16.26 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.

16.27 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.

16.28 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.

16.29 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.

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.

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.

16.46 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.

16.47 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.

16.48 Safety & Protection Of Persons & Property

16.48.1 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.

16.48.2 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.

16.48.3 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.

16.48.4 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.

16.48.5 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.

16.48.6 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.

16.49 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 (specifically including City furnished supplies, equipment or other items to be utilized in connection with, or incorporated in, the Work) from any cause whatsoever, except to the

extent caused by City, its representatives, or contractors.

16.50 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.

16.51 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.

16.52 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.

16.53 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.

16.54 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.

16.55 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.

16.56 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.

16.57 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.

16.58 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.

16.59 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.

16.60 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.

16.61 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.

16.62 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.

16.63 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, the amount of one-tenth (0.01) of one percent (1%) of the Agreement value, inclusive of adjustments, per day, but not less than One Thousand Six Hundred Sixty Five Dollars (\$1,665.00) per day, which amount has been agreed to by the parties, 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.

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.

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";

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: I) ANY EMPLOYEE, SUBCONTRACTOR OR SUBCONTRACTOR EMPLOYEE WHO IS EXEMPTED OR PURPORTED TO BE EXEMPT FROM WORKERS' COMPENSATION INSURANCE COVERAGE; OR II) 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.

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. 3624
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 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) Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act (requirement of the FRDAP grant); or

(7) 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

(8) 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.

(9) 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.

(10) 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

(11) 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

(12) 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

(13) 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.

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.

28.4 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. 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: Benny B. Bejar, President
Bejar Construction, Inc.
6326 SW 191 Avenue
Pembroke Pines, Florida 33332

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.

C. 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 Contractor, with the City's approval, an equitable adjustment in the Agreement Sum, Agreement Time, or both. If the Contractor 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 Contractor 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 Contractor has given notice of the decision. If the Contractor 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 Contractor 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 Contractor 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's 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.

SIGNATURES ON THE FOLLOWING PAGES

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

ATTEST:

CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation

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

CONTRACTOR:
Bejar Construction, Inc.
a Florida corporation

WITNESSES:

SIGNATURE

PRINT Name

SIGNATURE

PRINT Name

SIGNATURE

Benny B. Bejar

PRINT Name

President

Title

Date: _____

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, on _____, 2024 by Benny B. Bejar, as President of Bejar Construction, Inc., a corporation. He/she is personally known to me or has produced _____ as identification.

My Commission Expires:

Notary Public, State of Florida

Print Name :



August 27, 2024

City of Dania Beach
Sasha Ramos
Procurement Administrator
100 W Dania Beach Blvd
Dania Beach, FL 33004

Re: *City of Dania Beach*
 Mullikin Park Improvements
 City of Dania Beach Bid No. 24-018
 Bid Recommendation

Dear Ms. Ramos:

The City of Dania Beach (City) advertised the Mullikin Park Improvements Project on July 12th, 2024. A pre-bid meeting was held on July 22nd, 2024 for this project. On August 16th, 2024 bids were publicly opened and read. The project primarily includes the installation of a basketball court, a playground with artificial turf, concrete sidewalks, benches, picnic table, waste receptacles, drinking fountain, security camera upgrades, and lighting improvements.

The following is a bid summary of the Total Bid Amounts for the seven (7) bidding contractors:

1. Broward County Fence	\$ 66,225.00
2. Bejar Construction, Inc	\$ 615,461.00
3. Ryan Construction, Inc	\$ 789,488.00
4. Persons Services Corp	\$ 822,879.00
5. Vercetti Enterprises	\$ 856,770.61
6. M&J General Contractors	\$ 930,081.48
7. Sky Living Co	\$ 1,147,795.89

Kimley-Horn has been asked to review the bids and provide a recommendation of award. Broward County Fence has been unresponsive to the solicitation, as they did not attend the mandatory pre-bid meeting, and their response did not contain any required documents. Based on the results of the bid, the apparent low bidder is Bejar Construction, Inc. with a total bid amount of \$615,461.00. The Florida DBPR Online Services website shows a Certified General Contractor (GC) license currently registered with the Florida Department of Business and Professional Regulation for Bejar Construction, Inc. under the name of Benny B. Bejar. Kimley-Horn called seven (7) references provided by the contractor. Five (5) of the seven (7) references responded, and all of them were overly satisfied with the Contractor's performance and would utilize their services again. As a result, the recommendation is to award this contract to Bejar Construction, Inc. as the most responsive bid.

The schedule of this contract is an important element of the project. As per the contract, all work shall be completed within 120 calendar days from the Notice to Proceed date, plus thirty (30) days for final completion. There is a liquidated damages section of the contract that can be enforced if the

Contractor's actual construction activities extend beyond the proposed schedule.

I would like to thank the City of Dania Beach for their assistance in bidding this project, and we look forward to proceeding into the construction phase.

If you have any questions or need any additional information, please contact me at (954) 535-5137.

Sincerely,

KIMLEY-HORN & ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read 'M. Maring', is positioned above the printed name.

Marissa Maring, P.E.
Project Manager

BIDS

Bidder	Bid				Rank
	Submitted	Actual	Allowance	Difference	
Bejar Construction, Inc	\$615,461.00	\$ 615,462.00	\$ 20,000.00	-\$1.00	2
Broward County Fence	\$66,225.00	N/A	\$ 20,000.00	N/A	1
M&J General Contractors	\$930,081.48	N/A	\$ 20,000.00	N/A	6
Persons Services Corp	\$822,879.00	N/A	\$ 20,000.00	N/A	4
Ryan Construction Inc	\$789,488.00	N/A	\$ 20,000.00	N/A	3
Sky Living Co	\$1,147,795.89	N/A	\$ 20,000.00	N/A	7
Vercetti Enterprises	\$856,770.61	N/A	\$ 20,000.00	N/A	5

BEJAR CONSTRUCTION REFERENCES
Bejar Construction, Inc.

Project Name	Multiple Projects	Multiple Projects	Multiple Projects	Multiple Projects
Contact Name/Company	City of Pembroke Pines	Village of Pinecrest	City of Plantation	City of Sunrise
Contact Info	Giraldo Hernandez (786)343-1079	Paul Bunker (305)234-2121	Jim Borelli (954)658-4291	Meghan Kaufold (954)292-8920
Date and Time of call	August 26th, 2024 at 11:15 AM	August 26th, 2024 at 11:20 AM - Transferred to his assistant - Voicemail August 27th, 2024 at 1:40 PM - Voicemail	August 26th, 2024 at 11:25 AM - Voicemail August 27th, 2024 at 11:40 PM - Voicemail	August 26th, 2024 at 11:25 AM - Voicemail August 26th, 2024 at 11:40 AM - Call from Meghan
Brief overview of project	Fire Training Facility >\$1M Building Storage Warehouse >\$1M			Fire station Nob Hill Hall renovation
Was the work self performed or subbed	They hired sub-contractors			Mostly self performed, sub-contractor for specialty work
Meet Schedule	They met schedule			They met schedule
Would you use again	Yes			Yes, best contractor they've used
Met the budget	Yes they met budget			They had a few change order due to unforeseen circumstances or owner requested changes
Additional Notes	Best contractor they've ever used. It is owner operated which allows for good communication and quick decisions.			They are very honest. The owner is hands on.

Bejar Construction, Inc.

Project Name	Multiple Projects	Multiple Projects	Multiple Projects
Contact Name/Company	City of Weston	City of Miami Gardens	City of Miramar
Contact Info	Bernard Eugene (954)918-0815	Tuan Pham (305)914-9123	Rohan Green (954)348-8559
Date and Time of call	August 26th, 2024 at 11:25 AM - Voicemail August 27th, 2024 at 1:45PM	August 26th, 2024 at 11:30 AM - Voicemail August 27th, 2024 at 1:55PM August 27th, 2024 at 2:00PM - Call from Tuan	August 26th, 2024 at 11:35 AM
Brief overview of project	Tennis center: redo building , new courts Park: parking lot, bathrooms, playground, drainage system, reroofing Renovation of main office	They finished 3 projects and have 1 upcoming project. Park improvement (<\$3M) New building with parking (\$2.3M)	Amphitiater at the regional park Parks on recreation
Was the work self performed or subbed	They hired sub-contractors specifics: playground, tennis court	They hired sub-contractors	They hired sub-contractor for the most part
Meet Schedule	Some equipment was delayed, but not their fault. Finished one project ahead of schedule, one on time.	They met schedule	Overall they met schedule. One of the projects was during covid and since some materials were hard to get, the city delayed the project
Would you use again	Yes	Yes, they are using them again now	Yes. In fact they're bidding for one of their projects now
Met the budget	Overall yes. The submitted one change order for the tennis court project.	Yes	Overall yes. One of the projects was during covid, which led to some cost changes.
Additional Notes	The owner is great. They are continuously doing work in Weston.	They did a great job.	They are very responsive and easy to reach.

BEJAR CONSTRUCTION INC - BID PRICING CHECK

Pay Item	Description	Estimated Quantity	Unit	Unit Price	Extended Price
1	Mobilization/Demobilization	1	LS	\$ 41,002.00	\$ 41,002.00
2	Maintenance of Traffic	1	LS	\$ 4,432.00	\$ 4,432.00
3	Storm Water Pollution Prevention Plan	1	LS	\$ 6,932.00	\$ 6,932.00
4	Clearing and Grubbing/Demolition	1	LS	\$ 41,451.00	\$ 41,451.00
5	Site Restoration	1	LS	\$ 5,802.00	\$ 5,802.00
6	Excavation for Dry Retention Area/Backfill	200	CY	\$ 24.67	\$ 4,934.00
7	5 Ft. Concrete Sidewalk (4 in)	400	SY	\$ 57.15	\$ 22,860.00
8	Slab Concrete (4 in)	25	SY	\$ 117.00	\$ 2,925.00
9	Pavilion Slab Concrete (4 in with Rebar)	20	SY	\$ 117.00	\$ 2,340.00
10	Bench	4	EA	\$ 3,064.00	\$ 12,256.00
11	Waste Receptacle	6	EA	\$ 3,058.00	\$ 18,348.00
12	10' H Black Vinyl Coated Chain Link Fence	360	LF	\$ 99.00	\$ 35,640.00
13	6' H X 4' Wide Black Vinyl Coated Chain Link Basketball Court Gate	2	EA	\$ 1,108.00	\$ 2,216.00
14	4' H Black Vinyl Coated Chain Link Fence	710	LF	\$ 46.00	\$ 32,660.00
15	4' H x 12' Wide Black Vinyl Coated Chain Link Maintenance Gate	1	EA	\$ 5,132.00	\$ 5,132.00
16	4' H X 5' Wide Black Vinyl Coated Chain Link Pedestrian Gate	2	EA	\$ 2,566.00	\$ 5,132.00
17	Playground Equipment (inc. sitework)*	1	LS	\$ 10,498.00	\$ 10,498.00
18	Exercise Equipment (inc. sitework)*	1	LS	\$ 4,666.00	\$ 4,666.00
19	Picnic Table	1	EA	\$ 3,340.00	\$ 3,340.00
20	Small Pavilion Shelter (inc. sitework, labor, & installation)**	1	EA	\$ 13,414.00	\$ 13,414.00
21	Basketball Court and Equipment	1	LS	\$ 57,320.00	\$ 57,320.00
22	Player Bench	2	EA	\$ 689.00	\$ 1,378.00
23	1" PE Water Service	145	LF	\$ 41.00	\$ 5,945.00
24	5/8" Water Meter, Meter Box, RPZ	1	EA	\$ 1,400.00	\$ 1,400.00
25	6"x1" Tap	1	EA	\$ 2,100.00	\$ 2,100.00
26	1" Resilient Seated Gate Valve	1	EA	\$ 1,750.00	\$ 1,750.00
27	1"x1" Tee	1	EA	\$ 875.00	\$ 875.00
28	Drinking Fountain and Drywell	1	EA	\$ 6,678.00	\$ 6,678.00
29	Integrated Solar Light Fixture (Includes Pole, Luminaire, Solar Panel & Battery)	9	EA	\$ 15,025.00	\$ 135,225.00
30	CCTV Cameras	4	EA	\$ 3,840.00	\$ 15,360.00
31	5G Router	1	EA	\$ 583.00	\$ 583.00
32	20A, 1 Pole, NEMA 3R Fused Disconnect Switch	1	EA	\$ 6,275.00	\$ 6,275.00
33	#12 AWG Copper Conductor	36	LF	\$ 16.00	\$ 576.00
34	CAT-6 Cable	1,200	LF	\$ 2.05	\$ 2,460.00
35	Trenching	1,200	LF	\$ 6.36	\$ 7,632.00
36	3/4" PVC Schedule 40 Conduit	1,210	LF	\$ 3.00	\$ 3,630.00
37	Tree Removal	1	LS	\$ 7,173.00	\$ 7,173.00
38	Palm Relocate	5	EA	\$ 898.00	\$ 4,490.00
39	Crape Myrtle, 'Tuskegee', 2" Cal, 10' HT	3	EA	\$ 1,161.00	\$ 3,483.00
40	Silver Buttonwood, 2" Cal, 10' HT	2	EA	\$ 1,117.00	\$ 2,234.00
41	Floritam St. Augustine Grass	19,500	SF	\$ 1.17	\$ 22,815.00
42	Irrigation - Rotors and Bubblers	19,500	SF	\$ 1.05	\$ 20,475.00
43	Permitting and FPL Allowance	1	AL	\$ 11,675.00	\$ 11,675.00
44	General Requirements (bonds, insurance, etc.)	1	LS	\$ 17,950.00	\$ 17,950.00
				Total	\$ 615,462.00



City of Dania Beach Public Services Memorandum

DATE: 9/24/2024

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 Public Services Director/City Engineer

**SUBJECT: AUTHORIZATION TO RANK PROFESSIONAL ENGINEERING
SERVICES RFQ- 24-012 FOR THE NW 1 STREET COMPLETE STREETS
IMPROVEMENT PROJECT**

Request:

The Public Services Department (PSD) is requesting the adoption of a resolution authorizing the approval rank of the consultants for Professional Engineering Design Services for Request for Qualifications (RFQ) 24-012 for the NW 1 Street Complete Streets Improvement Project.

Background:

The City was awarded \$360,264.00 in grant funding through the Florida Department of Transportation in March 2024 for the engineering design of the NW 1st Street Complete Streets Improvement Project. The City issued RFQ 24-012 on June 6, 2024. On July 19, 2024, five firms responded to the RFQ.

The Bid Committee, consisting of two Public Services Project Managers and the CIP and Grant Administrator, met on September 6, 2024, to review and evaluate the proposals, which resulted in the top 3 ranking below:

CONTRACTOR	RANKING SCORE:
Kimley-Horn & Associates	281
Keith and Associates, Inc.	276
Chen Moore and Associates	271

The Bid Committee determined that Kimley-Horn & Associates was the most qualified consultant for this project.

Budgetary Impact

After the City Commission approves the ranking of the design firms assessed, the Bid Committee will negotiate a contract price with the highest-ranked engineering design firm and bring back an agenda item to the City Commission to authorize the contract award. Since the work is funded by the FDOT grant, the City will be reimbursed by FDOT for its costs.

Recommendation

It is recommended that the City Commission adopt a resolution authorizing the rank of the design consultants for RFQ 24-012 to design the NW 1 Street Complete Streets Improvement Project.

RESOLUTION NO. 2024-_____

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

WHEREAS, the City was awarded Three Hundred Sixty Thousand Two Hundred Sixty-Four Dollars (\$360,264.00) in grant funding through the Florida Department of Transportation (FDOT) in March 2024 for the NW 1st Street Complete Streets Improvement Project for design; and

WHEREAS, the City Selection Committee (the “Committee”) was formed to develop a scope of work, solicit and evaluate proposals from firms experienced in this type of specialized work; and

WHEREAS, the City issued Request for Qualifications (RFQ) No. 2024-012, on June 6, 2024 to contract with a design consultant for Design Services for streetscape and transportation improvements on NW 1st Street; and

WHEREAS, the Committee consisting of two Public Services Department Project Managers, and the CIP and Grants Administrator met on September 6, 2024, to review and evaluate five (5) submittals received on July 19, 2024, at 1:00 p.m.; and

WHEREAS, on September 6, 2024, the Committee ranked the three top firms as follows:

Consultant	Score	Rank
Kimley-Horn & Associates	281 points	1
Keith and Associates, Inc.	276 points	2
Chen Moore and Associates	271 points	3; and

WHEREAS, the Committee recommends the highest ranked firm, Kimley-Horn & Associates for RFQ No. 24-012 be selected for contract negotiations.

THIS SPACE INTENTIONALLY LEFT BLANK

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

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

Section 2. That the City Commission accepts the ranking of the consulting firms responding to RFQ No. 24-012, entitled “Design Service for the NW 1st Street Complete Streets Improvement Project”, as provided above.

Section 3. That the proper City officials are authorized to negotiate an agreement with Kimley-Horn & Associates. If negotiations are unsuccessful, the City can proceed with the next highest ranked respondent, until the list is exhausted, or a contract is negotiated consistent with the terms of the RFQ.

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 Community Development Memorandum

DATE: 9/24/2024

TO: Mayor and Commissioners

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

VIA: Candido Sosa-Cruz, ICMA-CM, Deputy City Manager
Eleanor Norena, CFM, Director
Corinne Lajoie, AICP, Deputy Director

SUBJECT: Street co-designation of NW 2nd Street in honor of Mr. Henry N. White, Sr.
(FIRST READING).

Request:

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

Background:

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

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

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

On September 17, 2024, the City's Park and Recreation and Community Affairs Advisory Board will discuss this application request. The Board's recommendation will be presented at the City Commission meeting.

Budgetary Impact

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

- Private investigator background check - \$200.00

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

Recommendation

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

ORDINANCE NO. 2024-_____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 1. That the preceding “WHEREAS” clauses are ratified and incorporated as a record of the legislative intent of this Ordinance.

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

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

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

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

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

PASSED on first reading on _____, 2024.

PASSED AND ADOPTED on second reading on _____, 2024.

First Reading:

Motion by: _____

Second by: _____

Second Reading:

Motion by: _____

Second by: _____

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Joyce L. Davis _____

Commissioner Tamara James _____

Commissioner Marco Salvino _____

Vice Mayor Lori Lewellen _____

Mayor Archibald J. Ryan IV _____

ATTEST:

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
RECEIVED

Standard Development Application

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

AUG 21 2023

Date Received **PLANNING DEPARTMENT**

Petition No.: 01-022-24

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

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

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

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

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

Recorded Plat Name: _____

Folio Number(s): _____ Legal Description: _____

Applicant/Consultant/Legal Representative (circle one) _____

Address of Applicant: Daphne J. Henry

Business Telephone: _____ Home: 954-661-1902 Fax: _____

E-mail address: daphnehenny105@gmail.com

Name of Property Owner: _____

Address of Property Owner: N/A

Business Telephone: _____ Home: _____ Fax: _____

Explanation of Request: CODE Designation STREET NAME / HENRY N. WHITE SR.
Please provide proposed **Plat Name** & **Criteria Statement** as required by the City's **Land Development Code**.

Prop. Net Acreage: _____ Gross Acreage: _____ Prop. Square Footage: _____

Existing Use: _____ Proposed Use: _____

Is property owned individually, by a corporation, association, or a joint venture? N/A

AUTHORIZED REPRESENTATIVE

I/we are fully aware of the request being made to the City of Dania Beach. If I/We are unable to be present, I/we hereby authorize _____ (individual/firm) to represent me/us in all matters related to this application. I/we hereby acknowledge that the applicable fee was established to offset administrative costs and is not refundable.

I/we are fully aware that all approvals automatically expire within 12 months of City of Dania Beach Planning and Zoning Board or City Commission approval, or pursuant to the expiration timeframe listed in Part 6 of the Dania Beach Land Development Code.

STATE OF FLORIDA
COUNTY OF BROWARD
The foregoing instrument
Was acknowledged

By: [Signature]
(Owner / Agent signature*)

BEFORE ME THIS 21st DAY OF August, 20 23

By:

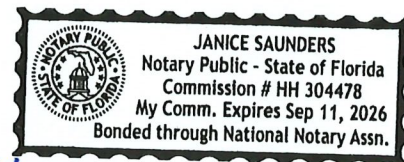
Janice Saunders

(Print name of person acknowledging)

(Joint owner signature if applicable)

Notary [Signature]

(Signature of Notary Public – State of Florida)



Personally known _____ or Produced Identification FL DL

Type of identification produced: _____ or Drivers License ✓

***If joint ownership, both parties must sign. If partnership, corporation or association, an authorized officer must sign on behalf of the group. A notarized letter of authorization from the owner of record must accompany the application if an authorized agent signs for the owner(s).**

NO APPLICATION WILL BE AUTOMATICALLY SCHEDULED FOR A MEETING.

***ALL APPLICATIONS MUST BE DETERMINED COMPLETE BY STAFF
BEFORE PROCESSING OCCURS.***

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

God Bless The White Family

Re: N.W. 2nd Street Sign

RECEIVED

AUG 21 2023

PLANNING DEPARTMENT



Chavez Investigative Agency

Comprehensive Report on:

HENRY WHITE

Prepared on April 25, 2024

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Subject Information

D HENRY WHITE

[REDACTED] 12/XX/1904 AGE: 119 Deceased: 01/??/1982

Alias(es)

HENRY WHITE

Reported Current Address

No Address Found

SSN(s)

[REDACTED]

Issued in Florida, 1936-1950

Bankruptcies: None Found

Motor Vehicles: None Found

Aircraft: None Found

Properties: None Found

Employment: None Found

Liens: None Found

Judgments: None Found

Foreclosures: None Found

Possible Criminal/Infractions: None Found

Business Affiliations: None Found

Professional License: None Found

DOD(s): 01/??/1982

DOB(s)

12/XX/1904 (119)

Report Summary

Possible Criminal/Infractions	None Found
Deceased Report	1 Found

Possible Criminal/Infractions

None Found

Deceased Records

1 Found

Source: SSDI (Death Master File)

Name: HENRY WHITE

City/State: DANIA, FL

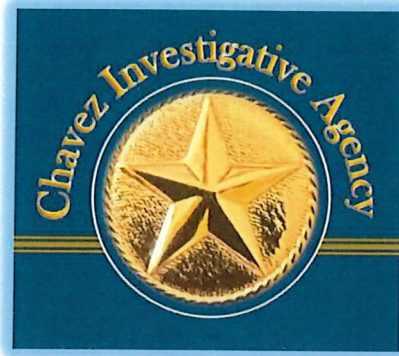
Date of Death: 01/??/1982

Last Residence Zip: 33004

Date of Birth: 12/XX/1904

Verified: Unknown

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



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

INVESTIGATIVE ASSESSMENT

Investigative Summary

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

HENRY NATHANIEL WHITE, SR.

(Deceased on or about January 12th, 1982)

Date of Birth: December 25th, 1904

Social Security Number: [REDACTED]
(last 4 digits redacted)

705 N.W. 2nd Street, Dania, Florida

COMPREHENSIVE BACKGROUND REPORT SUMMARY

Findings

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

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

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

HENRY WHITE

Deceased on or about January 1982
(Dania, Florida)

Date of Birth: December 1904

Social Security Number: [REDACTED]
(last 4 digits redacted)

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

POSSIBLE CRIMINAL RECORDS

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

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

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

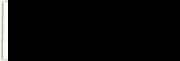
NOTE: CRIMINAL DATABASE SEARCHES ARE NOT GUARANTEED DUE TO THE FACT THAT NOT ALL COUNTIES PARTICIPATE IN THE STATE REPOSITORY PROGRAM. FOR GUARANTEED ACCURACY, WE DO RECOMMEND COUNTYWIDE RECORD CHECKS. Information contained herein is derived solely from public records, which may not be 100 percent accurate,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

ATTACHMENT #1

Expanded Person Search

No records found

SSN



Last Name

White

First Name

henry

☐ Exact First Name

Middle Name

nathaniel

Date of Birth

12/25/1904

Min Age

Max Age

☐ Partial DOB Entry

Street Address

City

State

Zip

County

Phone Number

ATTACHMENT #2

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

WANETTA WHITE
DOB: 10/XX/1907 (116)
DOD: 05/15/1999

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

Likely Current Address: 146 NW 8TH AVE APT 1, DANIA, FL 33004 (BROWARD) (04/01/1985-Current)
Last Seen Email Address: None Found
Likely Recent IP Address: None Found
Bankruptcies: None Found
Liens: None Found
Judgments: None Found
Foreclosures: None Found
Possible Criminal/Infractions: None Found
Business Affiliations: None Found
Professional Licenses: None Found

Likely relatives and associates
New categories added to expand on relatives and associates

Child
Helen White (76)
Carlton White (70)

Other Relative
Willie White (50)

In-Law
Kenneth White (79)

Unclassified Associates
Marilyn Kelly (67)

Social Security was issued to
Wanetta White.

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

No Henry Nathaniel White listed as a
relative to Wanetta White

ATTACHMENT #3

Expanded Person Search [1]

SSN [REDACTED]
Last Name: white
First Name: henry
☐ Exact First Name
Middle Name: [REDACTED]
Date of Birth: 12/25/1904 Min Age: [REDACTED] Max Age: [REDACTED]
☐ Partial DOB Entry
Street Address: [REDACTED]
City: [REDACTED] State: [REDACTED] Zip: [REDACTED]
County: [REDACTED]
Phone Number: [REDACTED]
SEARCH [X]

Possible Email Addresses: (Last Seen) None Found
Possible IP Addresses: [None Found]

HENRY WHITE
SSN [REDACTED]
Issued in Florida, 1936-1950
DOB: 12/XX/1904 (119)
DOD: 01/??/1982

Comprehensive
Locate
Arrest Search
Social Search

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

Address (County/Parish/Borough) History: None Found
Phone (Last Seen) [None Found]
No Phone Data

Possible Email Addresses: (Last Seen) None Found
Possible IP Addresses: [None Found]

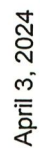
Sources: SSDI (Death Master File)
Name: HENRY WHITE
Date of Death: 01/??/1982
Date of Birth: 12/XX/1904

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

Similar to the Date of Birth provided

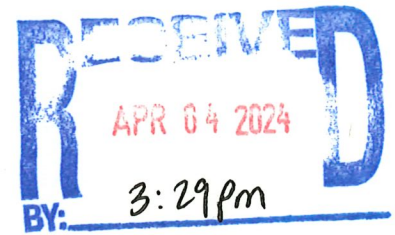
Link to the City of Dania, Florida

****Please see map disclaimer**



RECEIVED
APR 04 2024
3:29 pm
BY:

AFFIDAVIT



The undersigned, hereby states the following:

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

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

Henry Daphe Higgs
Signature and Title

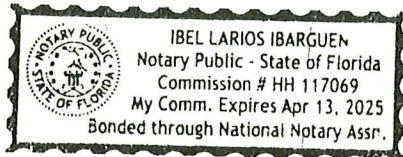
04/04/2024
Date

STATE OF FLORIDA)
COUNTY OF BROWARD)

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

My Commission Expires:

[Signature]
Notary Public, State of Florida
Thelmar Ibarra
Print Name



CITY OF DANIA BEACH / PETITION

TO NAME N.W. 2ND STREET AFTER MR. HENRY N. WHITE SR.

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

CITY OF DANIA BEACH / PETITION

TO NAME N.W. 2ND STREET AFTER MR. HENRY N. WHITE SR.

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

Kath (Pg 2)

CITY OF DANIA BEACH / PETITION

TO NAME N.W. 2ND STREET AFTER MR. HENRY N. WHITE SR.

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

CITY OF DANIA BEACH / PETITION

TO NAME N.W. 2ND STREET AFTER MR. HENRY N. WHITE SR.

W
27

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

(page 5)

Renee

TO NAME N.W. 2ND STREET AFTER MR. HENRY N. WHITE SR.

CYIN

Rev. Henry White Street Sign up

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

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

14

Rev. Henry White Street Sign up

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

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

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

owner 02	Bobbie	Grace	954-396-0941	110 NW 8th Ave	yes ✓
owner 03	Amarilla	Ivire Cure	954-558-2775	209 NW 14th	yes ✓
owner 04	Chiquita	Black	954-832-6302	802 NW 3rd St. Dania FL 33004	yes ✓
owner 05	Jamnia	Gronett	954-483-7055	450 SE 7th Historical Society	yes ✓
owner 06	Raline	Paper	280 SE 7th St	651-338-3255	ye ✓
owner 07	Lumye	Jillina	81 NW 14th Avenue	954-793-1164	yes ✓
owner 08	Angete	Fleming	42 NW 6 Aven	954-688-1538	yes ✓
owner 09	Tabatha	Black	754-262-9131	229 SW 2nd Ave Dania, FL 33004	yes ✓
owner 10	Theresa	Jones		37th Ave	yes ✓
owner 11	EARL	Benedy Th		160 NW 18th Ave	yes ✓
owner 12	Jammie	James	954-608-1111	255 NW Tamara James	yes ✓
owner 13	Mak	James	1481 W. Daniel Blvd.	954-520-3603	✓
owner 14	Gloria	Grace	50 N.W. 13th AVE	954-296-7703	✓
owner 15	DANIEL	J. PAYNE		517-410-7133	✓

16

17

Owner

12 owner
2 supporter

Rev. Henry White Street Sign up

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

Number	First Name	Last Name	Phone	Street Address	Home Owner?
01	Henry	White	(954) 999-9999	2nd Ave	Yes
02	Bennie	McIntyre	954 562-1690	220 S.W. 11th Ave Dania Beach, FL	Yes
03	Dwayne	Funchess	954 897-6730	15 NW 14th St	yes ✓
04	Leslie	McCutcheon	954-991-9280	235 NW 6th Ave Dania, FL 33004	Yes ✗
05	Howard	Derry	954-326-4302	201 NW 8th Ave Dania Beach 33004	yes!
06					
07	Shaquilia	Pough	(561) 424-1630	602 NW 1st Apt 9 Dania Beach FL 33004	
08	Michelle	Green	754-302-7573	24 NW 14th Ave.	Yes
09	Courtney	Coleman	()	120 NW 2nd St	yes
10	Rodney	Graham	954-687-3422	615 NW 3 Terr	
11	Betty	Miller	954 483-4994	38 NW 6 Ave #3	
12	Eric	BLACKMON	954-920-6556	713 S.W. AND PL	✓
13	Derondia	Grace	954-204-4828	804 NW 3rd Street	
14	Tasha	Stewart	754-440-6734	Dania, FL 33004	
15	Deborah	Danghtry	754 284-9664	218 NW 5 Ave	33004
16	Leyla	Hopkins	954-668-0059		
17	Leah	Light	954 925-6827	105 NW 10th	

5 owner
10 supporter

13

Rev. Henry White Street Sign up

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

Number	First Name	Last Name	Phone	Street Address	Home Owner?
01	Henry	White	(954) 999-9999	2nd Ave	☒ Yes
02	Darius	Davis	920 461 1341	205 NW 7th Ave	
03	Lorena	Pantano	954-804-2140	104 NW 11th Ave Dania Fl. 33001	yes
04	Nashua	Black	954 670 6682	213 N.W. 7th Fl 33001	
05	Joyce L. Davis		954 680 3500	5th Ave	
06	Brenda	Blackman	954-5363896		
07	Carl	Jones	954 648 2135	717 SW 8th Dania	
08	Robin	Bryant	236 NW 12 Ct	Dania 33001	
09	YASMA	MITCHELL	1351 W DANIA Bch Blvd	954)324-6439	
10	Ahmed	Thomas	246 NW 7 AVE DANIA Bch FL. 33001		
11	Angel	Thomas	" " " " " "		
12	Royce	Long	954-610-6916	604 SW 1st St	
13	Ed Red	Darling	1150 N.W. 1st	Dania Bch, Fl. 954 639-2920	
14	Michael	Green	757 S.W. 3rd Place	Dania Fl 954 9458433	
15					
16					
17					

Owners

8 Owners
5 Supporters

SIGN UP

Owners

~~SUPPORTERS~~

DATE :

OWNERS.

NO.	SIGNATURE	ADDRESS	PHONE
1	Lanya Spence	81 NW 14th Avenue	954-793-1164
2	Angie	1407 N.W. 1st St.	954-915-7876
3	Julie Spence	716 S.W. 7th	954-922-3622
4	Forney	609 SW 1st St	954-610-6916
5	Fuchs	25 NW 14th Ct	954
6	Fuchs	33 NW 14th Ct	
7	Chas Blum	75675 S.W. 1st Street	786-509-2902
8	Wm Mear	21 S.W. 4th Ave	
9	Geneva Murphy	34 SW 4th Ave	
10	Jewell Sorensen	30 SW 4th Ave	925-8287
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SIGN UP

OWNERS

DATE: 3/9/24

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

OWNERS

DATE :

NO.	SIGNATURE	ADDRESS	PHONE
1	<i>James Allen</i>	57 NW 14 th Ave	754-281-5503
2	<i>Chris Allen</i>	24 N.W. 14 th Ave	754 367 0249
3	<i>Ernestine Belinfante</i>	5905 W. 1 st St	954 923 6164
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OWNERS

DATE :

NO.	SIGNATURE	ADDRESS	PHONE
1	Jacqueline Stewart	1441 W Daniela Beach	954 478-6266
2	Christopher Dunmyer	34 SW 7 th ave	
3	Georgina McKenzie	15 S.W. 6 th Ave ^{Dania} Beach	754-235-6794
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DATE :

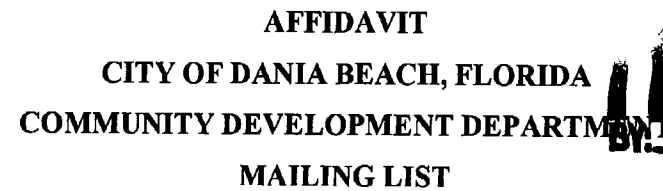
NO.	SIGNATURE	ADDRESS	PHONE
1	Dalburt Clair	142 N.W 8 th Ave	
2	Willie Funchress	25 NW 14 th Ct.	
3	Willie	38 NW 7 Ave	754 201 5522
4	Chief Abelland	33 SW 8 th Ave Miami B	786-290-8376
5	John Kuzerly	525 S.W. 1 st	954 578 946
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SIGN UP

OWNERS

DATE :

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

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

OWNER OR REPRESENTATIVE:

JOINT OWNER (IF APPLICABLE)

Signature

Signature

PRINT Name

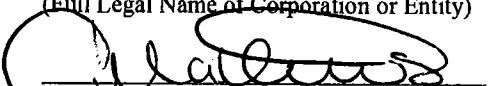
PRINT Name

Title

Title

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

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


Signature

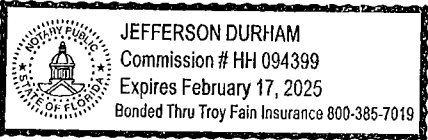
Christina Mathews
PRINT Name

Title

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


NOTARY PUBLIC
State of Florida

My Commission Expires: 2-17-25



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

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

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

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

EWERS,CARLA	228 NW 5 AVE	DANIA BEACH FL	33004	
F & P APARTMENTS LLC	167 N FEDERAL HWY	DANIA BEACH FL	33004	
FADEN,ERIC HALAN	4250 SW 102 AVE	DAVIE FL	33328	
FAIRCHILD BUTLER,MARY ALICE	112 NW 14 AVE	DANIA BEACH FL	33004	
FALLAD,JORGE M &VELEZ,MARIA A	102 N FEDERAL HWY	DANIA BEACH FL	33004	2804
FANUDIO LLC	2875 NE 191 ST SUITE 801	AVENTURA FL	33180	
FEDD-YOUNG,MELINDA ANNYOUNG,RICKIE	225 NW 7 AVE	DANIA BEACH FL	33004	
FEDD,ELLIOTT NAT	161 NW 13 AVE	DANIA BEACH FL	33004	2631
FEDERAL HIGHWAY-DANIA BEACH LLC	18200 W DIXIE HWY	NORTH MIAMI FL	33160	
FELIGNA CORP	2069 NE 123 ST	NORTH MIAMI FL	33181	
FEQUIERE,DAVOUSTSAINT CYR,DARNA S GUETSHINA	515 NW 3 TER	DANIA BEACH FL	33004	
FIAT 666 LLC	1707 HARBOR VIEW CIR	WESTON FL	33327	
FISHER,LORRAINE S	133 NW 11 AVE	DANIA BEACH FL	33004	
FIVE GEMS LLC	1631 GRANDVIEW BLVD	KISSIMMEE FL	34744	
FKH SFR PROPCO B-HLD LP%FIRST KEY HOMES LLC	1850 PARKWAY PL #900	MARIETTA GA	30067	
FLEMING,ANGELA	2856 FUNSTON ST	HOLLYWOOD FL	33020	
FLORIDA EAST COAST RAILWAY LLC	7150 PHILIPS HWY	JACKSONVILLE FL	32256	
FLORIDA EASTERN ECCLESIASTICALJURISDICTION	PO BOX 62	DANIA BEACH FL	33004	
FLORIDA POWER & LIGHT COATTN PROPERTY TAX - PSX/JB	700 UNIVERSE BLVD	JUNO BEACH FL	33408	
FLORINDA LEB INC	9920 COLLINS AVE #21	BAL HARBOUR FL	33154	
FONTUS CAPITAL LLC	5711 SW 32 TER	FORT LAUDER FL	33312	
FORD,TRAVIS	280 NW 14 WAY	DANIA BEACH FL	33004	
FP USA DANIA LLC	31 SE 5 ST #CU-203	MIAMI FL	33131	
FRANCO'S AUTO REPAIR INC	167 N FEDERAL HWY	DANIA BEACH FL	33004	
FRANKLIN,MAE SANDERS	131 NW 13 AVE	DANIA BEACH FL	33004	2611
FUNCHESS,DWAYNE L	15 NW 14 CT	DANIA BEACH FL	33004	
FUNCHESS,WILLIE ELIAS	25 NW 14 CT	DANIA BEACH FL	33004	
FUSSELL,SHERLANNE	235 NW 14 CT	DANIA BEACH FL	33004	
FYR SFR BORROWER LLC%HAVENBROOK HOMES	PO BOX 4090	SCOTTSDALE AZ	85261	4090
G&A GROUP 1 LLC	PO BOX 1859	DANIA BEACH FL	33004	
GADSEN,NATALIERILEY,BEVERLY	134 NW 11 AVE	DANIA BEACH FL	33004	
GAINES,PAMELA & MICHAEL SRNUBY,RONALD ETAL	1911 SCARBROUGH DR	STONE MOUNT GA	30088	
GAO,YUNQING	5190 NW 165 ST UNIT D	MIAMI GARDEN FL	33014	
GAO,YUNQING	19651 NE 22 AVE	MIAMI FL	33180	
GARDNER,ALBERTA EST	1402 NW 3 ST	DANIA BEACH FL	33004	2621
GARNETT REAL ESTATE HOLDINGS LLC	302 NW 1 ST	DANIA BEACH FL	33004	2848
GATHERS,DOROTHY E	259 NW 12 CT	DANIA BEACH FL	33004	2637
GEORGE,BERNARD & DENISE R	207 NW 7 AVE	DANIA BEACH FL	33004	
GERTSENZON,MARINA	215 NW 4 AVE	DANIA BEACH FL	33004	
GIBSON,STINA S	225 NW 4 AVE	DANIA BEACH FL	33004	2723
GINTON LLC	19381 CHERRY HILLS TER	BOCA RATON FL	33498	
GOLDEN BEACH HOLDINGS INC	801 S UNIVERSITY DR STE A112	PLANTATION FL	33324	
GOMEZ,GEISET SANCHEZ	129 NE 1 CT	DANIA BEACH FL	33004	

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

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

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

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

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

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

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

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

**EDUCATION ADVISORY BOARD
MEMBERSHIP
Thursday, September 19, 2024**

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
Samantha Ellsworth 202 SW 4th Street Dania Beach, FL 33004 754-204-2163 spalacios111@hotmail.com	January 11, 2022	November 2020 through November 2024	Davis
Polly Jones Moseley 701 W. Dania Beach Boulevard Apt. 306 Dania Beach, FL 33004 954-534-0940 pollyfuentes@yahoo.com	September 13, 2023	November 2020 through November 2024	James
Patricia Silva pattycake33004@yahoo.com	December 13, 2022	November 2022 through November 2026	Ryan
		November 2022 through November 2026	Lewellen
		November 2020 through November 2024	Salvino
Principal Tracey Jackson 754-323-5150 tracy.jackson@browardschools.com Assistant Principal Maureen Keenan maureen.keenan@browardschools.com		February 2013 through	Ex-Officio Collins Elementary School

EDUCATION ADVISORY BOARD
MEMBERSHIP
Thursday, September 19, 2024

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

**MARINE ADVISORY BOARD
MEMBERSHIP
Thursday, September 19, 2024**

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
Antony Thackham 705 NW 8th Street Dania Beach, FL 33004 954-214-6136 tonythackham@comcast.net	January 24, 2023	November 2020 through November 2024	Salvino
		November 2020 through November 2024	James
		November 2022 through November 2026	Lewellen
Gregory Ralston 842 N.W. 10th Avenue Dania Beach, FL 33004 954-605-4453 gregory.ralston@sunbeltrentals.com	December 13, 2022	November 2022 through November 2026	Ryan
Stacy Brown 621 NE 2nd Street Dania Beach, FL 33004 813-598-7127 tridentbizsolutions@gmail.com	June 8, 2021	November 2020 through November 2024	Davis