AGENDA
DANIA BEACH CITY COMMISSION
REGULAR MEETING
TUESDAY, FEBRUARY 11, 2025 - 7:00 PM

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

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

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

IN CONSIDERATION OF OTHERS, WE ASK THAT YOU:

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

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

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

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

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

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

ADDENDUM NO. 1

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

1. CALL TO ORDER/ROLL CALL

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

3. PRESENTATIONS AND SPECIAL EVENT APPROVALS: None.

1. Request for Proclamation Approval:
   - Mr. George Hadley Day - *Sponsored by Mayor Davis*

4. PROCLAMATIONS

1. National GovComms Day, February 21, 2025 - *Marketing and Communications*

2. Black History Month - February 2025 - *Sponsored by Mayor Davis*

5. ADMINISTRATIVE REPORTS

1. City Manager

2. City Attorney

3. City Clerk - Reminders
   - February 25, 2025 City Commission Meeting - 7:00 p.m.
   - March 11, 2025 CRA Board Meeting - 5:30 p.m.
   - March 11, 2025 City Commission Meeting - 7:00 p.m.

6. PUBLIC SAFETY REPORTS

7. CITIZENS' COMMENTS

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

8. CONSENT AGENDA

1. Minutes: January 28, 2025 Regular City Commission Meeting

2. Travel Requests:
   - City Manager Ana M. Garcia - Request to Attend Legislative Meetings in Tallahassee, Florida February 18-20, 2025

3. RESOLUTION NO. 2025-_____

   A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING A LICENSE AGREEMENT WITH RITA CROCKETT BEACH SPORTS ACADEMY (RCBSA) FOR A QUALIFIED PROJECT FOR “THE

PIT", A BEACH SPORTS FACILITY AT FROST PARK; AFTER COMPLIANCE WITH THE REQUIREMENTS OF FLORIDA STATUTES SECTION 255.065, FOR AN UNSOLICITED PROPOSAL; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (*Parks and Recreation)*

4. RESOLUTION NO. 2025-_____

   A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO WAIVE COMPETITIVE BIDDING AND TO EXECUTE AN AGREEMENT TO UTILIZE THE SOLE SOURCE PURCHASE OF TWO LIME SLURRY PUMPS/ACCESSORIES FROM LOC PUMP INC AS WELL AS TO EXCEED THE CITY PURCHASING THRESHOLD OF FIFTY THOUSAND DOLLARS ($50,000.00); AUTHORIZING SUCH PURCHASES TO BE MADE WITHIN THE RESPECTIVE DEPARTMENTS' APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.*(Public Services)*

5. RESOLUTION NO. 2025-_____

   A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT UNDER THE CITY OF DEERFIELD BEACH CONTRACT ITB NO. 2018-19/22, THROUGH THE SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE PURCHASING GROUP, FOR SULFURIC ACID WITH THE SULPHURIC ACID TRADING COMPANY, INC. VALID THROUGH MAY 31, 2025, AND TO EXCEED THE ANNUAL VENDOR TOTAL AMOUNT OF FIFTY THOUSAND DOLLARS ($50,000.00); AUTHORIZING SUCH PURCHASES TO BE MADE WITHIN THE RESPECTIVE DEPARTMENTS' APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.*(Public Services)*

6. RESOLUTION NO. 2025-_____

   A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING RESOLUTION NO. 2018-031, AND 2018-043, RELATING TO THE CITY'S BRAND DESIGN AND LOGO, TO CLARIFY WHEN THE LOGO CAN BE USED; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(City Attorney)*

7. Approval for Use of City Logo:

   - Business View Magazine

9. BIDS AND REQUESTS FOR PROPOSALS

1. RESOLUTION NO. 2025-____

   A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, AUTHORIZING THE AWARD OF INVITATION TO BID NO. 24-020 "DANIA BEACH CITY HALL WINDOW AND DOOR REPLACEMENT" TO VPR CONSTRUCTION, INC. IN AN AMOUNT NOT TO EXCEED THREE HUNDRED AND SEVENTY-EIGHT THOUSAND NINE HUNDRED AND NINETY-FIVE DOLLARS AND NINE CENTS ($378,995.09) PLUS A TEN PERCENT (10%) CONTINGENCY FOR UNFORSEEN CIRCUMSTANCES; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.*(Public Services)*

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

11. FIRST READING ORDINANCES

First reading ordinances under this section are not subject to public hearing and may be taken all at once, unless pulled by the City Commission. A public hearing and discussion will take place at second reading of all ordinances within its respective section of the agenda.

1. ORDINANCE NO. 2025-_____

   AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, TO AMEND CHAPTER 16, ENTITLED "VACATION RENTALS", OF THE CITY'S CODE OF ORDINANCES BY AMENDING SECTION 16-2 TO CLARIFY ADVERTISING PROHIBITIONS FOR VACTION RENTALS, DEFINING VACTION RENTAL OCCUPANCY AND SPECIFICALLY REFERENCING THE CITY'S NOISE ORDINANCE; PROVIDING FOR CONFLICTS; CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE. *(City Attorney/Community Development)*

2. ORDINANCE NO. 2025-_____

   AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, TO AMEND CHAPTER 27, ENTITLED "WATER AND SEWER", OF THE CITY'S CODE OF ORDINANCES BY AMENDING ARTICLE II, "WATER USE AND WATER SHORTAGE REGULATIONS" TO AMEND THE TITLE TO "WATER USE/LANDSCAPE IRRIGATION AND WATER SHORTAGE REGULATIONS; CREATING A SUBPART A FOR WATER SHORTAGE REGULATIONS; AND A SUBPART B FOR WATER USE AND LANDSCAPE IRRIGATION REGULATIONS; AND AMENDING SECTION 27-43, ENTITLED "PERMANENT RESTRICTIONS FOR LAWN AND LANDSCAPING IRRIGATION," TO MODIFY THE HOURS OF USE OF SPRINKLERS AND

IRRIGATION TO 12:00 A.M. TO 6:00 A.M., AND 6:00 P.M. TO 11:59 P.M., TWICE A WEEK; PROVIDING FOR CONFLICTS; CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE. *(Commissioner Rimoli/City Attorney)*

12. SECOND READING ORDINANCES

1. ORDINANCE NO. 2025-_____

   AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 22, ENTITLED "STREETS AND SIDEWALKS" OF THE CITY'S CODE OF ORDINANCES; TO PROVIDE LANGUAGE CLEANUP TO ALLOW FOR THE CODESIGNATION OF ALL STREETS; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE *(Community Development)*

13. DISCUSSION AND POSSIBLE ACTION: None.

14. APPOINTMENTS

1. Advisory Board Appointments - *City Clerk*

   Green Advisory Board:
   - 1 appointment - Mayor Davis
   - 1 appointment - Vice Mayor Salvino

   Planning and Zoning Board:
   - 1 alternate seat - Commission as a whole

15. COMMISSION COMMENTS

16. ADJOURNMENT

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: February 11, 2025

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

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

Subject: Manager's Report

As we continue to mitigate the challenges we face regarding flooding and the effects of king tide and heavy rains, we want to inform you that this past week we commenced the south beach area parking lot milling and resurfacing project. The aesthetics will also improve greatly post the completion of this project. The work will only occur during the week as we are aware of how busy our Beach Campus is on the weekends. We anticipate that this project will be completed in time for the grand opening of Lucky Fish. The investment of this project is $350k and budgeted in Public Services as part of our ongoing proactive investment in roads, storm drainage, etc. See photo included.

On Thursday, January 30th, we had our employee wellness fair. We had 110 employees participate and for the first time all appointments were booked in advance, from angiograms to biometrics. The IT Parker center was transformed for this very proactive and well-organized employee benefit program. The focus of our internal and external special events and programs is to ensure we are enhancing the quality of the event as well as the overall experience. We had 25 vendors participate.

We are on a mission to augment communication and public engagement, so working very closely with our Marketing and Communications Division Director and our PIO, we will be embarking on a series of initiatives working with the Dania Beach Press and augmenting our presence at all City events and events where we are sponsors with a goal of increasing the number of resident contacts we have on our "Alert Dania Beach" program. Additionally, a new and exciting initiative will be launched this month called "Mayor on the Move". Our Mayor will be appearing at different sites throughout the City updating the community on projects and the status of projects with a series of very informative videos. At times, we will also take this initiative on the road and report from Tallahassee to DC and other places where the Mayor and the City are present representing Dania Beach.

The Strategic Master Plan update process has commenced with Lyle Sumek leading us in this endeavor. Our elected officials, as well as our senior leaders are having the one on one conversations as I write this report, and on Friday, February 7th,the City Manager and all department directors will be participating in a day long interactive meeting as we begin this very important project that will be finalized in early spring and ending with the adoption of our amended Strategic Plan of 2025 by our Mayor, Vice Mayor and City Commission.

There is great progress at the construction site of CW Thomas Park where we are on schedule and at 35% of completion. Highlights include the installation of large beams and roof rafters, plumbing and electrical throughout the entire building and concrete slabs have been poured. The pool construction will begin the second week of February. Next month, the installation of drainage and water lines throughout will begin as well as water taps, and electrical conduits will be installed.

The Mullikin Park construction project is well underway (see photo included). This $600k investment in this beautiful neighborhood park is partially funded by FRDAP at the tune of $200k and another example of the return of the time invested in Tallahassee and the relationships we continue to build and develop. The installation of the playground, sidewalks and building pavilion are nearing completion and the construction of the fitness area commences this week. The landscaping and site grading is ongoing until completion. We anticipate a ribbon cutting in April.

On Monday, February 3rd, I completed a walkthrough of the newly renovated Nyberg Swanson Historic House with key members of our Team as well as the President of the Historical Society and other members of this organization. We are now working on the final details of this project including cleaning, landscaping and promotion of the grand opening event that is scheduled for 5pm on Tuesday, February 25th. Via working closely with President Joanna Granett, I have reached out to the General Consul of Denmark, Jonathan Rosenthal who has accepted our invitation to attend this historic ribbon cutting ceremony.

We are preparing for this Saturday night, February 8th, for our 2nd annual Dinner at the Hall, one of our favorite and most intimate in the series of Dania After Dark special events. At the time of this report, we are at almost 80% to sell out. Our Marketing Division Director and our Parks and Recreation Director are working closely with me to augment our promotion of the event. Those in attendance will witness how we will transform our City Hall main campus area into a lovely Italian bistro. From the selected menu to the entertainment and interactive experience, it will truly be an amazing and memorable evening.

Every day we are taking major steps to enhance our City via our investment in our parks, our streets, our programs, historic preservation and our human capital; our City Team.

ROAD
CLOSED

City of Dania Beach
100 WEST DANIA BEACH BLVD
DANIA BEACH,FLORIDA 33004
FEBRUARY 20, 2025

Special Magistrate Agenda

Case #	Status	Hearing Type	Property Address	Cited Party	Default Inspector
2024-00000913	Active	H-EXTENSION - Extension Hearing	80 SW 8 AVE	MIKA REAL EST INVESTMENTS LLC % NEWMAN GROUP	Alberto Chavarria
2024-00000914	Active	H-EXTENSION - Extension Hearing	80 SW 8 AVE	MIKA REAL EST INVESTMENTS LLC % NEWMAN GROUP	Alberto Chavarria
2024-00001622	Active	H-FIRST HEARING - First Hearing	706 SW 7 ST	TOWNBUILD LLC	Alberto Chavarria
2024-00001626	Active	H-FIRST HEARING - First Hearing	237 SW 14 ST	AS MIAMI INVEST LLC	Alberto Chavarria
2024-00001641	Active	H-FIRST HEARING - First Hearing	716 SW 6 ST	MAYRA PRENDERGAST	Alberto Chavarria
2024-00001649	Active	H-FIRST HEARING - First Hearing	325 SW 14 ST	JEANBAPTISTE JEAN JEAN & JEANBAPTISTE MIDLINE	Alberto Chavarria
2024-00001661	Active	H-FIRST HEARING - First Hearing	273 SW 15 ST	DRORA KURITZSKY LIV TR	Alberto Chavarria
2024-00001677	Active	H-FIRST HEARING - First Hearing	1040 S FEDERAL HWY	1040 SOUTH FEDERAL HIGHWAY LLC	Alberto Chavarria
2024-00001706	Active	H-FIRST HEARING - First Hearing	43 SW 14 ST	WU,NAI JEN & HE,XIAO XIA	Alberto Chavarria
2024-00001708	Active	H-FIRST HEARING - First Hearing	220 SW 16 ST	COFFEECAKE HOLDINGS LLC	Alberto Chavarria
2024-00001715	Active	H-FIRST HEARING - First Hearing	229 SW 7 ST	JASPE, EVELYN TORRES, FRANCISCO JAVIER	Alberto Chavarria
2024-00001730	Active	H-FIRST HEARING - First Hearing	689 SW 7 TER	MORENO, DIMAS J PADILLA H/E RUBIO, JASON A MEJIA	Alberto Chavarria

Special Magistrate Agenda

2024-00001744	Active	H-FIRST HEARING - First Hearing	602 S FEDERAL HWY	DANIA BEACH COMMERCIAL PROPERTIES LLC	Alberto Chavarria
2024-00001753	Active	H-FIRST HEARING - First Hearing	501 STIRLING RD	501 STIRLING ROAD LLC	Alberto Chavarria
2024-00001774	Active	H-REPEAT HEARING - Repeat Hearing	307 W DIXIE HWY	307 W DIXIE LLC	Alberto Chavarria
2024-00001805	Active	H-REPEAT HEARING - Repeat Hearing	502 SW 2 AVE	ASHER AMAR	Alberto Chavarria
2024-00001817	Active	H-FIRST HEARING - First Hearing	24 SW 13 ST	DANIA APTS LLC	Alberto Chavarria
2023-00000880	Active	H-ABATEMENT - Abatement Hearing	714 SE 3 CT	VOLOTCHKO PAVEL	Anson Westberry
2024-00000131	Active	H-ABATEMENT - Abatement Hearing	210 NW 8 AVE	NEXT ERA CONTRACTORS CORP	Anson Westberry
2024-00000494	Active	H-EXTENSION - Extension Hearing	720 SE 3 CT	MCCUTCHEON, ROSALIND P	Anson Westberry
2024-00000665	Active	H-EXTENSION - Extension Hearing	98 SW 5 AVE	TIMBO PORA LLC	Anson Westberry
2024-00000677	Active	H-EXTENSION - Extension Hearing	111 SW 1 CT	FIRST DANIA BEACH LLC	Anson Westberry
2024-00000759	Active	H-EXTENSION - Extension Hearing	111 SE 1 ST	DAMSE COMMONWEALTH INC	Anson Westberry
2024-00000769	Active	H-EXTENSION - Extension Hearing	23 SE 12 ST	ZORG HOLDING DB LLC	Anson Westberry
2024-00000932	Active	H-ABATEMENT - Abatement Hearing	701 S FEDERAL HWY	SHREEJI INVESTMENTS LLC	Anson Westberry
2024-00000955	Active	H-EXTENSION - Extension Hearing	39 SE 3 PL	ROSE SESSA	Anson Westberry

Special Magistrate Agenda

2024-00001480	Active	H-FIRST HEARING - First Hearing	238 NW 7 AVE	TURNKEY ASSETS LLC	Anson Westberry
2024-00001552	Active	H-FIRST HEARING - First Hearing	50 S BRYAN RD	RJ MARINA HOLDINGS LLC	Anson Westberry
2024-00001563	Active	H-FIRST HEARING - First Hearing	21 SW 5 AVE	SFCLT DANIA I LLC	Anson Westberry
2024-00001572	Active	H-FIRST HEARING - First Hearing	121 NW 7 AVE	ASHWORTH, JASON S ASHWORTH, OLEANA S	Anson Westberry
2024-00001576	Active	H-FIRST HEARING - First Hearing	250 SE PARK ST	COFFEECAKE HOLDINGS LLC	Anson Westberry
2024-00001581	Active	H-FIRST HEARING - First Hearing	428 SW 1 ST	SFCLT DANIA I LLC	Anson Westberry
2024-00001611	Active	H-FIRST HEARING - First Hearing	117 NW 13 AVE	DULAY, JOHN	Anson Westberry
2024-00001647	Active	H-FIRST HEARING - First Hearing	NW 13 CT	PEREZ, CARLOS JAVIER	Anson Westberry
2024-00001746	Active	H-FIRST HEARING - First Hearing	966 NAUTILUS ISLE	D'AMBROSIO, DANIELE	Anson Westberry
2024-00001763	Active	H-FIRST HEARING - First Hearing	NW 13 AVE	RIQUER GONZALEZ, MAURICIO JAVIER TAYLOR, VILMA A	Anson Westberry
2024-00001764	Active	H-FIRST HEARING - First Hearing	415 S FEDERAL HWY	FLORIDA 21 LLC	Anson Westberry
2024-00001780	Active	H-FIRST HEARING - First Hearing	146 NW 8 AVE	FONTUS CAPITAL LLC % BRAM PORTNOY	Anson Westberry
2024-00001789	Active	H-RECURRING - Recurring Hearing	224 NW 13 CT	CAMILO GOMEZ, JUAN	Anson Westberry
2024-00001796	Active	H-FIRST HEARING - First Hearing	128 SUNSET DRIVE	DANIA LIVE 1748 II LLC % KIMCO REALTY CORPORATION	Anson Westberry

Special Magistrate Agenda

2024-00001818	Active	H-RECURRING - Recurring Hearing	833 NW 9 AVE	GONZALEZ, VANESSA	Anson Westberry
2024-00001821	Active	H-FIRST HEARING - First Hearing	1101 W DANIA BEACH BLVD	DANIA BEACH HOUSING AUTHORITY	Anson Westberry
2024-00001830	Active	H-FIRST HEARING - First Hearing	402 SE 3 ST	GRABAR, ANASTASIA	Anson Westberry
2024-00001946	Active	H-FIRST HEARING - First Hearing	734 NW 12 AVE	DANIEL P KURZEJEWSKI	Anson Westberry
2025-00000100	Active	H-FIRST HEARING - First Hearing	801 E DANIA BEACH BLVD	801 EAST DANIA BEACH BLVD LLC	Anson Westberry
2023-00000062	Active	H-CONFIRMATION - Confirmation Hearing	202 SW 2 TER	EPIPHANY INVESTMENT GROUP LLC	Michelle Shahryar
2024-00000117	Active	H-ABATEMENT - Abatement Hearing	2931 GRIFFIN RD	GRIFFIN 2931 INVESTMENT LLC	Michelle Shahryar
2024-00000793	Active	H-EXTENSION - Extension Hearing	4691 RAVENSWOOD RD	NASER & JEAN SAHRIFEH	Michelle Shahryar
2024-00000861	Active	H-EXTENSION - Extension Hearing	4600 SW 33 AVE	HARPER, ROBERT & LISA SUZANNE	Michelle Shahryar
2024-00000898	Active	H-EXTENSION - Extension Hearing	2321 SW 44 ST	BRIAN CAMPBELL	Michelle Shahryar
2024-00001598	Active	H-FIRST HEARING - First Hearing	2111 SW 31 ST	HOLLY CHAN ENTERPRISES LLC	Michelle Shahryar
2024-00001651	Active	H-FIRST HEARING - First Hearing	3301 RAVENSWOOD RD	3301 RAVENSWOOD INC	Michelle Shahryar
2024-00001657	Active	H-FIRST HEARING - First Hearing	SW 34 ST	33001 RAVENSWOOD INC	Michelle Shahryar
2024-00001658	Active	H-FIRST HEARING - First Hearing	SW 34 ST	33001 RAVENSWOOD INC	Michelle Shahryar

Special Magistrate Agenda

2024-00001678	Active	H-FIRST HEARING - First Hearing	214 SW 2 TER	JOYE INVESTMENTS CORP	Michelle Shahryar
2024-00001717	Active	H-FIRST HEARING - First Hearing	4601 SW 25 TER	KLEIN CHRISTOPHER & STEPHANIE	Michelle Shahryar
2024-00001739	Active	H-FIRST HEARING - First Hearing	3985 RAVENSWOOD RD	MASSIMO & UMBERTO INC INC	Michelle Shahryar
2024-00001740	Active	H-FIRST HEARING - First Hearing	3181 SW 44 ST	3181 SW 44TH STREET LLC	Michelle Shahryar
2024-00001741	Active	H-FIRST HEARING - First Hearing	4680 SW 25 AVE	SAMAR, JOSEPH	Michelle Shahryar
2024-00001743	Active	H-FIRST HEARING - First Hearing	4661 SW 25 AVE	L & Z SERVICES INC	Michelle Shahryar
2024-00001751	Active	H-FIRST HEARING - First Hearing	4680 SW 33 AVE 5 & 6	MYSB LLC	Michelle Shahryar
2024-00001768	Active	H-FIRST HEARING - First Hearing	SW 45 ST	HERNANDEZ, RODRIGO HERNANDEZ, RAMIRO	Michelle Shahryar
2023-00000552	Active	H-EXTENSION - Extension Hearing	4685 SW 33 AVE	DAMARI, HILA YAISH, YESHAYA	Ricky Ali
2024-00001177	Active	H-FIRST HEARING - First Hearing	4530 SW 54 ST 101-D	CARBONEL, NELLY SEGOVIA, KATHERINE PAOLA	Ricky Ali
2024-00001178	Active	H-FIRST HEARING - First Hearing	4530 SW 54 ST 102-D	HERNANDEZ, BEVERLY THORNE	Ricky Ali
2024-00001179	Active	H-FIRST HEARING - First Hearing	4530 SW 54 ST 103-D	COURTNEY, ZHOUYI	Ricky Ali
2024-00001180	Active	H-FIRST HEARING - First Hearing	4530 SW 54 ST 104-D	EMERALD ISLES 104 HOLDINGS LLC	Ricky Ali

Special Magistrate Agenda

2024-00001181	Active	H-FIRST HEARING - First Hearing	4530 SW 54 ST 105-D	GARGANO, NICHOLAS	Ricky Ali
2024-00001182	Active	H-FIRST HEARING - First Hearing	4530 SW 54 ST 201-D	STERNBERG, DENNIS	Ricky Ali
2024-00001183	Active	H-FIRST HEARING - First Hearing	4530 SW 54 ST 202-D	LAVEE, BANYAMIN ZEEV	Ricky Ali
2024-00001184	Active	H-FIRST HEARING - First Hearing	4530 SW 54 ST 203-D	REID, FLOYD S	Ricky Ali
2024-00001185	Active	H-FIRST HEARING - First Hearing	4530 SW 54 ST 204-D	HSU, YUAN HUNG YU, YU LIN	Ricky Ali
2024-00001186	Active	H-FIRST HEARING - First Hearing	4530 SW 54 ST 205-D	4530 SW 54TH STREET APT 205-D LLC	Ricky Ali
2024-00001190	Active	H-FIRST HEARING - First Hearing	4522 SW 54 ST 701-K	CAMPBELL, LINDA	Ricky Ali
2024-00001191	Active	H-FIRST HEARING - First Hearing	4522 SW 54 ST 702-K	IMBEE DOC LLC	Ricky Ali
2024-00001192	Active	H-FIRST HEARING - First Hearing	4522 SW 54 ST 703-K	MARGINAL PROPERTIES LLC	Ricky Ali
2024-00001193	Active	H-FIRST HEARING - First Hearing	4522 SW 54 ST 704-K	M & L REAL ESTATE INVESTMENT LLC	Ricky Ali
2024-00001194	Active	H-FIRST HEARING - First Hearing	4522 SW 54 ST 705-K	PK VIAL LLC	Ricky Ali
2024-00001195	Active	H-FIRST HEARING - First Hearing	4522 SW 54 ST 801-K	EMERALD ISLES 801 HOLDINGS LLC	Ricky Ali
2024-00001196	Active	H-FIRST HEARING - First Hearing	4522 SW 54 ST 802-K	SETTE SOGNI LLC	Ricky Ali
2024-00001197	Active	H-FIRST HEARING - First Hearing	4522 SW 54 ST 803-K	M & L REAL ESTATE INVESTMENTS LLC	Ricky Ali

Special Magistrate Agenda

2024-00001198	Active	H-FIRST HEARING - First Hearing	4522 SW 54 ST 804-K	ACOSTA, ANDREA	Ricky Ali
2024-00001199	Active	H-FIRST HEARING - First Hearing	4522 SW 54 ST 805-K	BARRADAS, LUIS A	Ricky Ali
2024-00001209	Active	H-EXTENSION - Extension Hearing	5961 SW 37 AVE	5961 HOLLYWOOD LLC	Ricky Ali
2024-00001292	Active	H-FIRST HEARING - First Hearing	4528 SW 54 ST 302-B	NICHOLAS FRANK GARGANO	Ricky Ali
2024-00001304	Active	H-FIRST HEARING - First Hearing	4528 SW 54 ST 301-B	SHERIFER MOHAMMED	Ricky Ali
2024-00001313	Active	H-FIRST HEARING - First Hearing	4528 SW 54 ST 304-B	ALL STATES INVESTMENT LLC	Ricky Ali
2024-00001314	Active	H-FIRST HEARING - First Hearing	4528 SW 54 ST 303-B	ROBERT SHAYWITZ	Ricky Ali
2024-00001316	Active	H-FIRST HEARING - First Hearing	4528 SW 54 ST 305-B	JOYCE FORD	Ricky Ali
2024-00001319	Active	H-FIRST HEARING - First Hearing	4528 SW 54 ST 402-B	GINA TAPIA TR TAPIA, GINA TRSTEE	Ricky Ali
2024-00001320	Active	H-FIRST HEARING - First Hearing	4528 SW 54 ST 401-B	GOLDIS, MORDECHAI	Ricky Ali
2024-00001321	Active	H-FIRST HEARING - First Hearing	4528 SW 54 ST 403-B	LAVEE, BENYAMIN ZEEV	Ricky Ali
2024-00001322	Active	H-FIRST HEARING - First Hearing	4528 SW 54 ST 404-B	PIEDRAHITA, NANCY PIEDRAHITA, WILLIAM	Ricky Ali
2024-00001323	Active	H-FIRST HEARING - First Hearing	4528 SW 54 ST 405-B	YOUNG, JACQUELINE	Ricky Ali

Special Magistrate Agenda

2024-00001755	Active	H-FIRST HEARING - First Hearing	4400 SW 42 TER	MODERN RESIDENCES LLC	Ricky Ali
2024-00001757	Active	H-FIRST HEARING - First Hearing	4333 SW 51 ST	HAMO, GAL	Ricky Ali
2024-00001794	Active	H-FIRST HEARING - First Hearing	4409 SW 34 TER	LEE, ERNESTO & KIMBERLY	Ricky Ali
2024-00000613	Active	H-EXTENSION - Extension Hearing	3039 SW 52 ST	MASETH, DEBORAH J	Windy Damis
2024-00000673	Active	H-ABATEMENT - Abatement Hearing	2897 LAKESHORE DR	CALDERON, DARIO ERNESTO CALDERON, DARIO JOSE ETAL	Windy Damis
2024-00001486	Active	H-FIRST HEARING - First Hearing	2330 SW 51 PL	KOEING REALTY HOLDINGS LLC	Windy Damis
2024-00001495	Active	H-FIRST HEARING - First Hearing	2330 SW 51 CT	RNCJ LLC	Windy Damis
2024-00001510	Active	H-FIRST HEARING - First Hearing	2220 SW 51 PL	DLHA LLC	Windy Damis
2024-00001521	Active	H-FIRST HEARING - First Hearing	2401 SW 49 CT	2773 NW 4 STREET LAND TR NANAN, JAMES TRSTEE	Windy Damis
2024-00001535	Active	H-FIRST HEARING - First Hearing	4980 SW 27 AVE	CHESTO, DANIEL & GRACE	Windy Damis
2024-00001537	Active	H-FIRST HEARING - First Hearing	5605 SW 24 AVE	LEIBOVITZ, GITIT	Windy Damis
2024-00001570	Active	H-FIRST HEARING - First Hearing	5611 SW 24 AVE	AVROYA, EREZ	Windy Damis
2024-00001606	Active	H-FIRST HEARING - First Hearing	2501 SW 58 MNR	TWO POINT PROPERTIES LLC	Windy Damis
2024-00001608	Active	H-FIRST HEARING - First Hearing	5904 SW 25 AVE	ITSHAKOV, MAOZ	Windy Damis

Special Magistrate Agenda

2024-00001614	Active	H-FIRST HEARING - First Hearing	5615 SW 24 AVE	LORENA R RAMOS	Windy Damis
2024-00001615	Active	H-FIRST HEARING - First Hearing	5753 SW 24 AVE	TIMOTHY NOLAN RAZOR	Windy Damis
2024-00001616	Active	H-FIRST HEARING - First Hearing	5751 SW 24 AVE	CLARA RAZOR	Windy Damis
2024-00001629	Active	H-FIRST HEARING - First Hearing	5910 SW 25 AVE	DERMAN, FELIKS	Windy Damis
2024-00001632	Active	H-RECURRING - Recurring Hearing	2501 SW 58 MNR	TWO POINT PROPERTIES LLC	Windy Damis
2024-00001644	Active	H-FIRST HEARING - First Hearing	5716 PARK RD	OVADIA YARIV PARAT DANIT	Windy Damis
2024-00001690	Active	H-FIRST HEARING - First Hearing	2874 SW 58 CT	YAHEZKEL SALMAN	Windy Damis
2024-00001702	Active	H-FIRST HEARING - First Hearing	4937 SW 28 AVE	SNI PROPERTIES LLC	Windy Damis
2024-00001725	Active	H-FIRST HEARING - First Hearing	4919 SW 28 AVE	MIRACLE 55 LLC	Windy Damis
2024-00001759	Active	H-FIRST HEARING - First Hearing	5590 LAKESHORE DR	SALMAN, ORTAL	Windy Damis
2024-00001770	Active	H-FIRST HEARING - First Hearing	2730 SW 53 ST	SMITH TROY P & SMITH SHELLIE R	Windy Damis
2025-00000041	Active	H-FIRST HEARING - First Hearing	5180 SW 26 AVE	SIMARD, LYNE	Windy Damis

MINUTES OF REGULAR MEETING
DANIA BEACH CITY COMMISSION
TUESDAY, JANUARY 28, 2025 - 7:00 P.M.

DRAFT

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

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

Present:
Mayor Joyce L. Davis
Vice-Mayor Marco A. Salvino, Sr.
Commissioner Lori Lewellen
Commissioner Luis Rimoli
Commissioner A. J. Ryan IV

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

3. **PRESENTATIONS AND SPECIAL EVENT APPROVALS**

3.1 Principal Tracy D. Jackson, Collins Elementary School - Appreciation of City of Dania Beach Support - *Sponsored by Mayor Davis*

Principal Jackson spoke and thanked the Commission for their commitment and dedication to Olsen Middle School. She presented them will small gifts of appreciation.

3.2 Reinier Luna - Presentation on Boys State Experience - *Sponsored by Commissioner Ryan*

Commissioner Ryan introduced the item.

Mr. Luna spoke on his experience with Boys State.

3.3 Special Event Application: *Parks & Recreation*
Tri-Rail's Rail Fun Day 2025

City Manager Garcia commented that all departments approved the application.

There was consensus to approve the item.

3.4 Request for Proclamation Approval:
- National Mentoring Month - January 2025 - *Sponsored by Mayor Davis*
- National GovComms Day - February 21, 2025 - *Marketing and Communications*

There was consensus to approve the proclamations.

3.5 Congresswoman Debbie Wasserman-Shultz Award Event - February 19, 2025 - Fee Waiver for I.T. Parker Center Rental

City Manager Garcia and the Commission agreed to sponsor the cost of the fee.

4. PROCLAMATIONS

4.1 National Mentoring Month - January 2025 - *Sponsored by Mayor Davis*

Mayor Davis read the proclamation into the record and presented the proclamation to the President and CEO of Big Brothers Big Sisters.

5. ADMINISTRATIVE REPORTS

5.1 City Manager

City Manager Garcia presented her manager's report and touched on the following topics:

- Congratulations to Sean Schutten on his promotion to Deputy Director of Public Services
- Huddle publication for 2025
- Conference call with Landmark Principal, Franciso Rojo and ribbon cutting ceremony for City Place
- Water projects in the city
- LPR Trailers
- Final stormwater masterplan meeting
- CORE meetings
- Gulfstream project
- Strategic Master Plan update

5.2 City Attorney

City Attorney Boutsis informed the Commission of the passing of Tom Ansboro's wife.

5.3 City Clerk - Reminders

DRAFT

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

- February 11, 2025 CRA Board Meeting - 5:30 p.m.
- February 11, 2025 City Commission Meeting - 7:00 p.m.
- February 25, 2025 City Commission Meeting - 7:00 p.m.

6. PUBLIC SAFETY REPORTS

Captain Tarala reported on recent criminal activity in the city and spoke about a meeting with the state attorney regarding Dania Pointe and protecting the city's visitors. The Vintage Motorcycle show was this weekend and there were no issues. He reported that the two Sky Towers that the city purchased should be delivered in February. He spoke about new BSO staff coming to the city and introduced Sergeant Perricone who will be the patrol supervisor for the midnight shift.

Fire Chief Pellecer reported on Emergency Preparedness and the City's Emergency Management Plan. He urged residents to look out for anyone that may need to register for the Vulnerable Population Registry. He spoke about equipment checks and reported that the Jaws of Life have been recertified for the year, and they are fully prepared for anyone that may need to be rescued out of a vehicle.

7. CITIZENS' COMMENTS

The following spoke under citizens' comments:

- Frank Aiello – 325 SE 11th Terrace

8. CONSENT AGENDA

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

8.1 Minutes: January 14, 2025 City Commission Meeting

Approved under consent agenda.

8.2 Travel Requests: None.

8.3 RESOLUTION NO. 2025-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE USE OF CITY CONTINGENCY FUNDS FOR CHANGE ORDER NO. 2 RELATING TO REQUEST FOR QUALIFICATIONS ("RFQ") NO. 21-024 "CONSTRUCTION MANAGEMENT AT RISK SERVICES", FOR CONSTRUCTION OF IMPROVEMENTS AT C.W. THOMAS PARK WITH BURKHARDT CONSTRUCTION, INC., FOR AN AMOUNT NOT TO EXCEED ONE HUNDRED TWENTY THOUSAND SEVEN HUNDRED AND TWO DOLLARS AND SEVENTY-FIVE CENTS ($120,702.75), UTILIZING THE APPROVED CONTINGENCY UNDER AUTHORIZED UNDER

RESOLUTION 2024-042; AND AUTHORIZING THE CITY MANAGER TO APPROVE FUTURE CHANGE ORDERS RELATED TO THE PROJECT PROVIDED THEY ARE WITHIN THE $1,000,000, APPROVED CONTINGENCY UNDER RESOLUTION 2024-042; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Parks & Recreation)*

Approved under consent agenda.

8.4 RESOLUTION NO. 2025-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS FOR HARDWARE, SOFTWARE, PROFESSIONAL SERVICES FROM AMC SURVELLANCE CAMERA AND ELECTRONICS, INC. (AMC), FOR FISCAL YEAR 2024-25, THAT EXCEED AN ANNUAL VENDOR TOTAL AMOUNT OF FIFTY THOUSAND DOLLARS ($50,000.00); PROCEEDING WITHOUT COMPETITIVE BIDDING AND AUTHORIZING PURCHASES FROM THE INFORMATION TECHNOLOGY FUND APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Information Technology)*

Approved under consent agenda.

8.5 Approval for Use of City Logo:

The Greater Dania Beach Chamber of Commerce:
- Go Red for Heart Health – February 12, 2025 (flyer attached)
- Board Installation Small Business of the Year-May 2025
- Mayor's Address-August 2025
- Breast Cancer Awareness Luncheon – October 2025
- First Responders Annual Toy Drive Luncheon-December 2025

Approved under consent agenda.

9. BIDS AND REQUESTS FOR PROPOSALS

9.1 RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH C.A.P. GOVERNMENT, INC. FOR BUILDING DEPARTMENT SERVICES RELATED TO REQUEST FOR PROPOSALS ("RFP") NO. 24-027; PROVIDING FOR CONFLICTS; FURTHER PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

City Attorney Boutsis read the title of the resolution.

Director of Community Development Eleanor Norena introduced the item.

DRAFT

Vice Mayor Salvino made a motion to approve the item. Commissioner Lewellen seconded the motion which carried unanimously on voice vote.

Item 12.1 was taken after agenda item 9.1

9.2 RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH BERMELLO AJAMIL & PARTNERS, INC. FOR DESIGN SERVICES FOR IMPROVEMENTS RELATED TO NEW CONSTRUCTION AT P.J. MELI AQUATICS COMPLEX, IN THE AMOUNT OF ONE MILLION SIX HUNDRED EIGHTY-EIGHT THOUSAND FIVE HUNDRED DOLLARS ($1,688,500.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Parks and Recreation)*

This item was taken after agenda item 12.1.

City Attorney Boutsis read the title of the resolution.

Deputy Director of Parks and Recreation Franky Lazo introduced the item.

Commissioner Lewellen made a motion to approve the item. Commissioner Ryan seconded the motion which carried unanimously on voice vote.

10. **QUASI-JUDICIAL HEARINGS**

None.

11. **FIRST READING ORDINANCES**

None.

12. **SECOND READING ORDINANCES**

12.1 ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF CITY FUNDS EXCEEDING ONE MILLION DOLLARS ($1,000,000.00), WHICH EXPENDITURE IS FOR DESIGN SERVICES RELATED TO THE PARKS MASTER PLAN – P.J. MELI AQUATICS COMPLEX PROJECT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Parks and Recreation)*

This item was taken after agenda item 9.1.

City Attorney Boutsis read the title of the ordinance.

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

DRAFT

Commissioner Lewellen made a motion to approve the ordinance on second reading. Commissioner Rimoli seconded the motion which carried unanimously on voice vote.

12.2 ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 27 OF THE CITY CODE, ENTITLED "WATER AND SEWERS; ARTICLE IV, ENTITLED "WATER AND SEWER SYSTEM IMPACT FEES", TO ELIMINATE AN ALTERNATIVE FEE CALCULATION PROCESS IN ORDER TO MAINTAIN CONSISTENCY IN FEE CALCULATIONS AND TO ADHERE TO BEST PRACTICES; AND TO ELIMINATE THE TWO YEAR REVIEW REQUIREMENT BY THE CITY COMMISSION; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

City Attorney Boutsis read the title of the ordinance.

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

Commissioner Rimoli made a motion to approve the ordinance on second reading. Commissioner Lewellen seconded the motion which carried unanimously on voice vote.

13. **DISCUSSION AND POSSIBLE ACTION**

13.1 RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO ISSUE A CALL TO ARTISTS "CREATIVE VISION" IN ORDER TO ESTABLISH A LIST OF PREQUALIFIED ARTISTS AND PROPOSED ART CONCEPTS FOR A PUBLIC ART PROJECT WHICH IS PROPOSED TO BE AN INNOVATIVE PUBLIC ART CONCEPT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

City Attorney Boutsis read the title of the resolution.

Director of Community Development Eleanor Norena introduced the item.

Commissioner Rimoli made a motion to approve the item. Commissioner Lewellen seconded the motion which carried unanimously on voice vote.

13.2 RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING THE CITY COMMISSION "COMMUNITY GRANT POLICY" AND "DISCRETIONARY FUNDS USE POLICY"; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Commissioner Lewellen/Finance)*

DRAFT

City Attorney Boutsis read the title of the resolution.

Commissioner Lewellen and Chief Financial Officer Frank DiPaolo introduced the item.

Discussion ensued amongst the Commission regarding the policy, timeline and limit on contributions.

Commissioner Lewellen made a motion to approve the item with the amendment for the $10,000 cap. Commissioner Rimoli seconded the motion which carried 4-1 on roll call vote with Commissioner Lewellen, Commissioner Rimoli, Vice Mayor Salvino and Mayor Davis voting yes and Commissioner Ryan voting no.

13.3 Rescheduling of March 25th City Commission Meeting

There was consensus to approve the rescheduling of the March 25th meeting to the 31st.

14. **APPOINTMENTS**

14.1 Advisory Board Appointments - City Clerk

Education Advisory Board
1 appointment – Commissioner Rimoli

Commissioner Rimoli appointed Monique Bourgery and there was consensus by the Commission.

GE Pension
1 appointment – Commission as a whole

Commissioner Lewellen recommended Cathy Davis and there was consensus by the Commission.

Green Advisory Board
1 appointment – Mayor Davis
1 appointment – Vice Mayor Salvino

There were no appointments for this board at this time.

Parks, Recreation & Community Affairs
1 appointment – Vice Mayor Salvino
1 appointment – Commission as a whole

Vice Mayor Salvino re-appointed Rich Aube as a board member and recommended Jeff Hansen as the alternate member and there was consensus for both appointments by the Commission.

Planning & Zoning Board
1 appointment – Vice Mayor Salvino

DRAFT

Vice Mayor Salvino appointed Joanna Granett and there was consensus by the Commission.

15. **COMMISSION COMMENTS**

15.1 Commissioner Lewellen

Commissioner Lewellen requested that the CORE meetings be held indoors as it was very hot during the summer and asked how many applications were received for City Place. City Manager Garcia responded that the number of applications exceeded the number of units. Commissioner Lewellen spoke about the events she attended this month to include the MLK gala and the Vintage Motorcycle Show. To dispel rumors in the community, she provided the vacancy rates for the various residential buildings in the city.

15.2 Commissioner Rimoli

Commissioner Rimoli spoke about the MLK gala and said he thinks there are things the city could do to elevate the event but overall, it was a very nice event, and it was great to have Debbie Wasserman Schultz and some of the Commissioners from the City of Hollywood in attendance. He attended the Vintage Motorcycle Show and commended Tony Thackham and his staff on the event and said everyone was having a great time. He is happy to hear that the rumors have been dispelled, and this will not be the last year.

15.3 Commissioner Ryan

Commissioner Ryan commented on the MLK gala and the Vintage Motorcycle Show. He said it was unfortunate that the weather was not good enough to hold the parade, but he looks forward to it next year. He noted that the Dania Beach Dolphins had their football banquet over the weekend at the I.T. Parker Center. He encouraged residents to have their children participate in the various youth sports in the community.

15.4 Vice-Mayor Salvino

Vice Mayor Salvino thanked Commissioner Ryan for working with the football team and reiterated the encouragement for participation in youth sports offered in the city. He spoke about attending the Vintage Motorcycle Show and commended the Sheriff's department for their presence and Tony Thackham and his staff on a great job. He requested the Commission to assist with sponsoring the Prestige Club's etiquette program.

There was Commission consensus to use the commission contingency to sponsor all three schools in the amount of $6,000.00. City Attorney Boutsis commented that Maxine will prepare the item to go on the next agenda.

Vice Mayor Salvino questioned if he needs to attend the next ethics training or if he can attend another session. City Clerk Riera responded that she will investigate alternate dates.

15.5 Mayor Davis

DRAFT

Mayor Davis questioned what happened to the utility box on the corner of Dania Beach Boulevard that had been painted with flamingoes. She commented that the box had been removed, and she would like to have it back and repainted. She is willing to use her contingency funds to cover the cost of $900 to have the box repainted. City Attorney Boutsis commented that they are owned by the utility company, and they can remove them at any time. City Manager Garcia responded that the city would look into it.

Mayor Davis requested to have the Commission sponsor a table at the annual Broward League of Cities Gala on June 7, 2025. There was Commission consensus to utilize commission contingency funds for the sponsorship. She commented that she was unable to attend the MLK Gala this year as she was at her first US Conference of Mayors in Washington D.C. She spoke about what she learned while there and what she plans to bring back to the city to discuss during strategic planning.

Mayor Davis spoke about the Vintage Motorcycle Show and commented that she would like to see more marketing for the event in the future. She said she met with the State Attorney about the safety of Dania Pointe and commended BSO and City Manager Garcia for being proactive.

16. **ADJOURNMENT**

Mayor Davis adjourned the meeting at 9:08 p.m.

ATTEST: CITY OF DANIA BEACH

_____ _____

ELORA RIERA, MMC JOYCE L. DAVIS
CITY CLERK MAYOR

Approved:

DRAFT

City of Dania Beach
City Manager Memorandum

DATE: 2/11/2025

TO: Mayor and Commissioners

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

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

SUBJECT: Travel request to Tallahassee, Florida to attend Legislative meetings February 18-20, 2025

Request:
City Manager Ana M. Garcia request to attend Legislative meetings in Tallahassee, Florida February 18-20, 2025.

Background:
Annual travel to Tallahassee to be advocates for home rule, to discuss local issues that affect our City and to seize any and all opportunities that will benefit Dania Beach today and in the future via state budgetary dollars.

Budgetary Impact
The budgetary impact on travel to Tallahassee is estimated at $1,747.98. Funding is available in the City Manager's GL account 001-1201-512-40-10.

Recommendation
City Commission approval of travel to attend Legislative meetings in Tallahassee, Florida.

DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

City of Dania Beach
Travel Authorization Form

TRAVELER'S NAME: Ana M. Garcia, ICMA-CM

DEPARTMENT: Office of the City Manager

TRAVELER'S POSITION: City Manager

DESTINATION: Tallahassee, Florida

PURPOSE OF TRAVEL: Legislative Meetings

DATES OF TRAVEL: 2/18/2025 TO 2/20/2025

ACCOUNT NO: 001-12-01-512-40-10

MODE OF TRAVEL:

- ☐ Personal Vehicle
- ☐ City Vehicle
- ☐ Rental Vehicle
- ☑ Airplane
- ☐ Other

Estimated Expenses:

ITEM	DESCRIPTION				TOTAL
Registration Fee:					$ -
Lodging (# of nights x rate):	DoubleTree by Hilton Tallahassee	2	x		$ 797.00
Airfare:	American Airlines				$ 550.98
Uber/Lyft/Taxi/Shuttle:	Estimate				$ 200.00
Meals (Per Diem):	Per Diem Calculator and GSA Per Diem Rate attached				$ 200.00
				TOTAL ESTIMATED EXPENSES	**$1,747.98**

Traveler's Signature: Ana M. Garcia Digitally signed by Ana M. Garcia Date: 2025.01.28 06:21:16 -05'00' **Date:** 1/28/2025

Finance Reviewer's Signature: Tania Stevens **Date:** 1/28/2025

Finance Approver's Signature: Frank DiPaolo Digitally signed by Frank DiPaolo Date: 2025.01.28 09:16:30 -05'00' **Date:**

Lottier, Christine

From: maxsingh <maxsingh@aol.com>
Sent: Wednesday, January 15, 2025 3:43 PM
To: Singh, Maxine
Subject: Fw: Your Feb-18-2025 Confirmation #54231085

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To: "maxsingh@aol.com" <maxsingh@aol.com>
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Subject: Your Feb-18-2025 Confirmation #54231085

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See you soon, Ana Garcia

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Confirmation #54231085

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18 TUE FEB	2 Nights	20 THU FEB
Check In: 4:00 PM		Check Out: 11:00 AM

Add to Calendar

[ ]

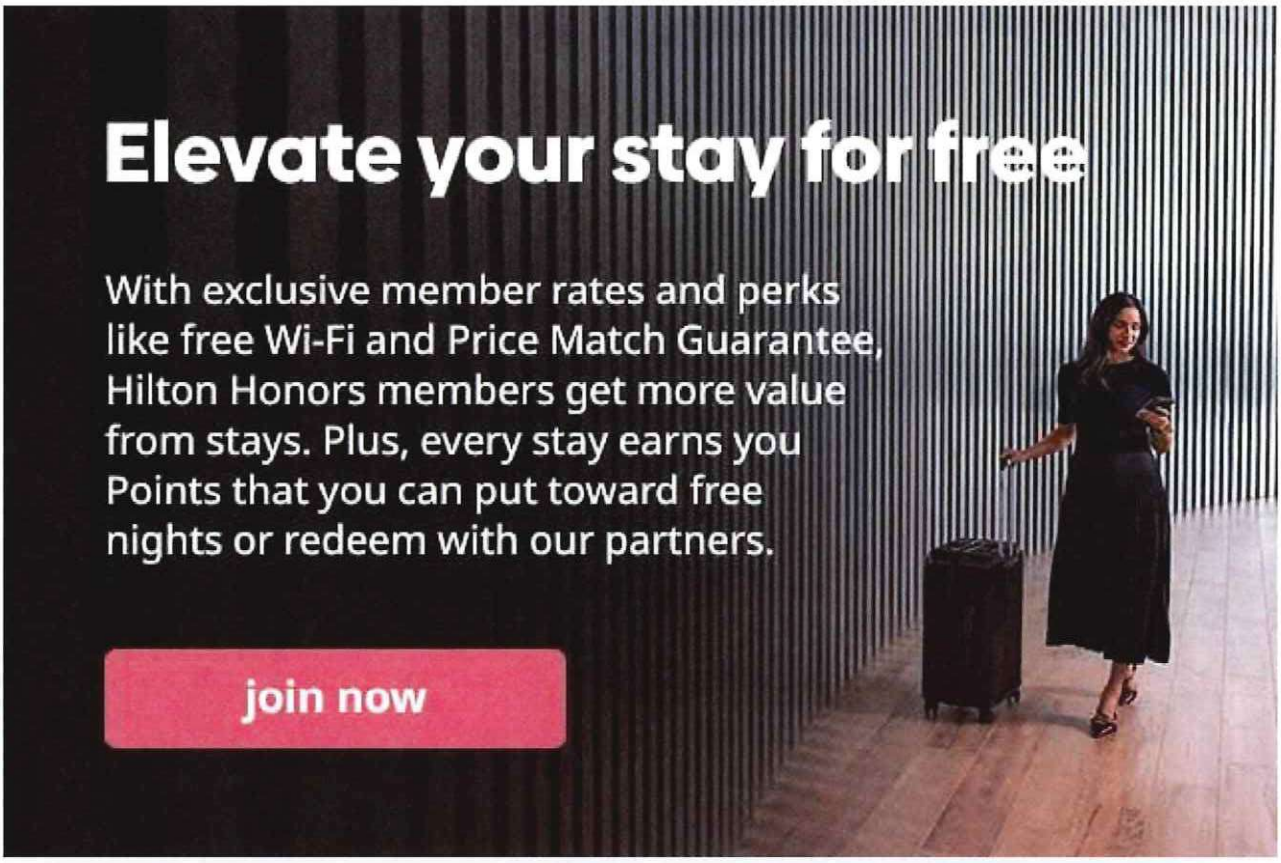
Your Room Information

Your Room Information + −

Guest Name:	Ana Garcia
Guests:	1 Adult
Rooms:	1
Room Plan:	1 KING BED
Your Rate Information	BEST AVAILABLE RATE

Rate per night	
18-Feb-2025 - 19-Feb-2025	483.00 USD
19-Feb-2025 - 20-Feb-2025	314.00 USD
Total for Stay per Room Rate	**797.00 USD**
Taxes	99.63 USD
Total price for Stay	**896.63 USD**

Modify Your Reservation >>



Rate Rules and Cancellation Policy

- There is a credit card required for this reservation.
- If you wish to cancel, please do by 11:59 p.m. on Feb-16-2025, to avoid cancellation penalty equal to the first night's room and tax.
- When you check in, a hold may be placed on your card for the full anticipated amount to be owed to the hotel, including estimated incidentals, through your date of check-out. Any such hold may not be released for 72 hours from the date of check-out or longer at the discretion of your card issuer.
- If the slider is used to select a Points and Money combination, that selection is final once your stay is booked.

Comments & Requests | Additional Information

CC AUTH ON FILE FOR ROOM. COLLECT CC FOR INCIDENTALS. TAX EX ON FILE. -SONORA:

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5.0% Per Room Per Night

Valet Parking: 36.00 USD Per Night
Self Parking: 34.00 USD Per Night

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** Service of alcoholic beverages is subject to state and local laws. Must be of legal drinking age. Hilton Requests Upon Arrival(TM) items are subject to availability.
† Visit Hilton.com/guarantee to learn more about our Best Price Guarantee.

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Hilton Honors™ participants must complete up to two (2) paid stays during the Promotional Period to obtain Hilton Honors™ Bonus Points. The first stay within the Promotional Period will earn 1,000 Bonus Points. The second stay within the Promotional Period will earn 2,000 Bonus Points. If a guest completes just (1) eligible stay, they will receive 1,000 Hilton Honors™ Bonus Points. Any stays with a checkout date after the Promotional Period end date will not count towards earning Bonus Points.

Hilton reserves the right to decline any application at any time for any reason. Hilton may require additional validation in its complete discretion and this may take an additional 5 -7-business days.

This offer may be terminated without notice. Bonus Points do not count toward elite tier qualification. Please allow six to eight weeks from completion of your stay for Bonus Points to appear in your Hilton Honors account. A 'stay' is defined as the total number of consecutive nights spent at the same hotel, whether or not a guest checks out and checks back in again. Offer is not valid for groups and cannot be combined with other select offers. In-Room Internet Access, Fitness Center/Health Club Access and Bottled Water benefits may not be complimentary at properties with a resort charge. Space-available upgrades only available at select brands. Elite status benefits are subject to availability and vary by brand. For more information, please visit HiltonHonors.com.

Hilton Honors(TM) membership, including the earning and redemption of Points, is subject to Hilton Honors Terms and Conditions.

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Any change to your arrival or departure date or room type is subject to hotel availability and may result in a possible rate change or additional fee. Changes also may not be possible at a later date.

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Hilton Reservations and Customer Care | 7930 Jones Branch Drive | McLean, Virginia 22102, USA

R03_B02_NMK_OTR_V33_MULTIBR_H03_EN

From: Singh, Maxine
To: Lottier, Christine
Cc: Singh, Maxine
Subject: AA - Your trip confirmation (MIA - TLH)
Date: Thursday, January 16, 2025 2:31:49 PM
Attachments: image001.png
image002.png
image003.png
image004.png
image005.png
image006.png
image007.png
image008.png
image009.png

Hi Chris,

Here is the receipt. I did them all together. Cost is $550.98 for CM.

Thank you.

Maxine Singh, Chief of Staff to the Mayor and City Commission
msingh@daniabeachfl.gov | daniabeachfl.gov
100 W Dania Beach Blvd, Dania Beach, FL, 33004
Phone: 954.924.6800, x3607

R.I.S.E. - RESPECT, INTEGRITY AND STANDARD OF EXCELLENCE

Please note: Florida has a very broad public records law. Most written communications, including emails, to or from City officials regarding City business are public records and may be subject to public disclosure.

From: American Airlines <no-reply@info.email.aa.com>
Sent: Thursday, January 16, 2025 2:29 PM
To: Singh, Maxine <msingh@daniabeachfl.gov>
Subject: Your trip confirmation (MIA - TLH)

CAUTION: This email originated from outside the City of Dania Beach. Do not click links or open attachments unless you recognize the sender **and** expect the content.

Here's your itinerary

American Airlines home

Issued: January 16, 2025

Your trip confirmation and receipt

You can check in via the American app 24 hours before your flight and get your mobile boarding pass.

Confirmation code: **YLPJYN**

Tuesday, February 18, 2025

MIA
Miami
6:27 PM

AA 3966
Operated by Envoy Air as American Eagle

TLH
Tallahassee
8:11 PM

Seat: **10D, 9D, 10F**
Class: **Economy (M)**
Meals:

Thursday, February 20, 2025

TLH
Tallahassee
9:50 AM

AA 3858
Operated by Envoy Air as American Eagle

MIA
Miami
11:15 AM

Seat: **9C, 9D, 9A**
Class: **Economy (N)**
Meals:

Manage your trip

Earn up to 70,000 bonus miles*
Find the Citi® / AAdvantage® card that's right for you.
Terms Apply.
Learn more

Citi Card Images

Your purchase

Joyce Davis

Join the AAdvantage® Program

New ticket (0012206707868) [$484.07 + Taxes & carrier-imposed fees $66.91]	$550.98

Luis Rimoli - AAdvantage® #: 7C6****

New ticket (0012206707869) [$484.07 + Taxes & carrier-imposed fees $66.91]	$550.98

Ana Garcia - AAdvantage® #: 5J9****

New ticket (0012206707870) [$484.07 + Taxes & carrier-imposed fees $66.91]	$550.98

Total cost (all passengers)	**$1,652.94**

Your payment

Visa (ending 5024)	$1,652.94

Total paid	**$1,652.94**

Bag information

Checked Bag (Airport)

1st bag	No charge
2nd bag	$45.00

Maximum dimensions: 62 inches or 158 centimeters calculated as (length + width + height)
Maximum weight: 50 pounds or 23 kilograms
Bag fees apply at each Check-in location. Additional allowances and/or discounts may apply. For information regarding American Airlines checked baggage policies, please visit: Bag and optional fees

If your flight is operated by a partner airline, see the other airline's website for carry-on and checked bag policies.

Carry-on bags (American Airlines)

Personal item	A small purse, briefcase, laptop bag, or similar item that must fit under the seat in front of you.
Carry-on	Maximum dimensions must not to exceed: 22" long x 14" wide x 9" tall (56 x 35 x 23 cm).

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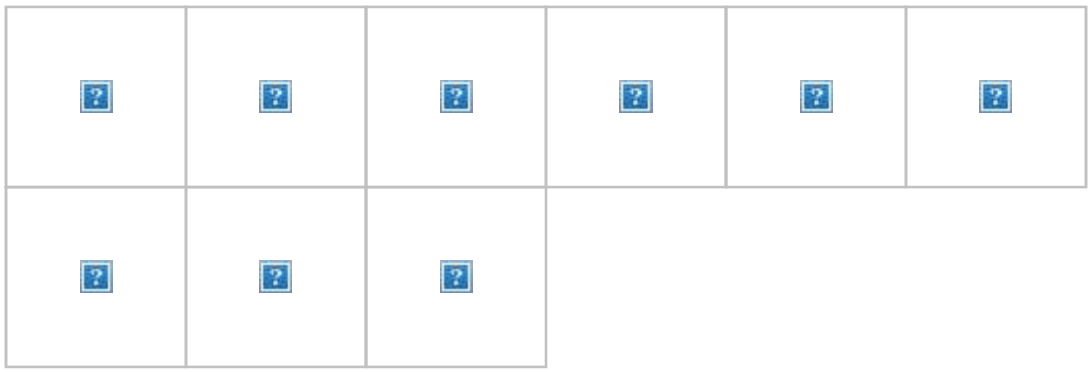

Some everyday products, like e-cigarettes and aerosol spray starch, can be dangerous when transported on the aircraft in carry-on and/or checked baggage. Changes in temperature or pressure can cause some items to leak, generate toxic fumes or start a fire. Carriage of prohibited items may result in fines or in certain cases imprisonment. Please ensure there are no forbidden hazardous materials in your baggage like:

Some Lithium batteries (e.g. spares in checked baggage, batteries over a certain size), Explosives / Fireworks, Strike anywhere matches/ Lighter fluid, Compressed gases / Aerosols Oxygen bottles/ Liquid oxygen, Flammable liquids, Pesticides/ Poison, Corrosive material.

There are special exceptions for small quantities (up to 70 ounces total) of medicinal and toilet articles carried in your luggage, spare lithium batteries for most consumer electronic devices in carry-on baggage, and certain smoking materials carried on your person.

Certain items are required to be carried with you onboard the aircraft. For example, spare lithium batteries for portable electronic devices, cigarette lighters and e-cigarettes must be removed from checked or gate-checked baggage and carried onboard the aircraft. However, e-cigarettes may not be used on-board the aircraft.

Traveling with medical oxygen, liquid oxygen, mobility aids and other assistive devices may require airline pre-approval or be restricted from carriage entirely. Passengers requiring these items should contact the airline operator for information on use of such devices.

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You can obtain additional information on items 1 through 6 above at any U.S. location where the transporting air carrier's tickets are sold. You have the right to inspect the full text of each transporting air carrier's terms at its airport and city ticket offices. You also have the right, upon request, to receive (free of charge) the full text of the applicable terms incorporated by reference from each of the transporting air carriers. Information on ordering the full text of each air carrier's terms is available at any U.S. location where the air carrier's tickets are sold or you can click on the Conditions of Carriage link below.

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City of Dania Beach
Travel Per Diem Calculator

Traveler's Name: Ana M. Garcia, ICMA-CM

Description of Trip: Attend Legislative Meetings

Destination: Tallahassee, Florida

Daily M&IE for FY 2025: **$ 80.00**

First Date of Travel: 2/18/2025

Last Date of Travel: 2/20/2025

	Travel		Travel
	TUE	WED	THUR
Date	18-Feb-25	19-Feb-25	20-Feb-25
Breakfast ($20)		$ 20.00	
Lunch ($22)		$ 22.00	
Dinner ($33)		$ 33.00	
Incidental ($5)		$ 5.00	
Total Daily total =	**$ 60.00**	**$ 80.00**	**$ 60.00**

Travel Days Pro-rated at 75% of M&IE **$ 60.00**

Total Per Diem Due to Traveler **$ 200.00**

Domestic Meals and Incidental Expenses (M&IE) Breakdown for Federal FY 2025					
M&IE Total	**Breakfast**	**Lunch**	**Dinner**	**Incidental**	**75%**
80.00	20.00	22.00	33.00	5.00	60.00

U.S. General Services Administration

FY 2025 per diem rates for ZIP Code 32301

Meals and incidental expenses (M&IE) rates and breakdown

Primary destination	County	M&IE total	Breakfast	Lunch	Dinner	Incidental expenses	First and lastday of travel
Tallahassee	Leon	$80	$20	$22	$33	$5	$60.00

City of Dania Beach
Parks & Recreation Memorandum

DATE: 2/11/2025

TO: Mayor and Commissioners

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

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

SUBJECT: APPROVING A LICENSE AGREEMENT WITH RITA CROCKETT BEACH SPORTS ACADEMY (RCBSA) FOR A QUALIFIED PROJECT FOR "THE PIT", A BEACH SPORTS FACILITY AT FROST PARK; AFTER COMPLIANCE WITH THE REQUIREMENTS OF FLORIDA STATUTES SECTION 255.065

Request:
The Parks and Recreation Department is requesting the approval of a license agreement with Rita Crockett Beach Sports Academy (RCBSA) for a qualified project for "The Pit", a beach sports facility at Frost Park after compliance with the requirements of Florida Statues Section 255.065.

Background:
The City of Dania Beach Parks and Recreation Department received an unsolicited proposal from Rita Crockett Beach Sports Academy (RCBSA), a 501 3C to develop a unique multisport beach facility at Frost Park that caters to all age groups and the needs for recreational outdoor activities offering a variety of beach sports ranging from beach volleyball to footvolley, beach tennis, beach flag football and more.

"The PIT" will consist of eight lighted courts with a sitting area and concession stand and will offer leagues, vacation training packages, local, national and international tournaments bringing visitors to the City.

The City selected to proceed with the unsolicited proposal and held the first public hearing on August 27, 2024 and the second public hearing on September 12, 2024.

Rita Crockett Beach Sports Academy has submitted the following information:

a. A description of the qualifying project, including the conceptual design of the facilities or a conceptual plan for the provision of services, and a schedule for the initiation and completion of the qualifying project.

The Rita Crockett Beach Sports Academy aims to provide a state-of-the-art facility for various beach sports, including volleyball, soccer, and fitness activities. The conceptual design includes multi-purpose courts, a turf area for stretching and working out, use of the already built weight room, classrooms, concession stand, bathrooms, and spectator areas. The project is scheduled to

initiate in March 2025, with completion expected by June 2025.

b. A description of the method by which the private entity proposes to secure the necessary property interests that are required for the qualifying project.

The private entity will secure necessary property interests through license agreements with the local government and acquiring necessary permits. A thorough assessment of land use regulations will be conducted to ensure compliance.

c. A description of the private entity's general plans for financing the qualifying project, including the sources of the private entity's funds and the identity of any dedicated revenue source or proposed debt or equity investment on behalf of the private entity.

The financing for the project will be a mix of private funding, potential donations, sponsorships, grants, and government partnership. Initial funding will be sourced from private investors, and donors with projections indicating a dedicated revenue stream from user fees and sponsorships. Additional financing will come from local government support and public-private partnerships.

d. The name and address of a person who may be contacted for additional information concerning the proposal.

For additional information, please contact:
Name: Rita Buck-Crockett
Address: 2925 Hidden Harbour St. Dania Beach, Fl. 33312
Phone: 786-387 0619
Email: rita@ritacrockettacademy.com

e. The proposed user fees, lease payments, or other service payments over the term of a comprehensive agreement, and the methodology for and circumstances that would allow changes to the user fees, lease payments, and other service payments over time.

Proposed user fees will include daily entrance fees, membership plans, and rental fees for the facilities. Changes to user fees will be evaluated annually based on operational costs, demand, and market comparisons. Any adjustments will be communicated to users with a minimum of 30 days' notice.

f. Additional material or information that the responsible public entity reasonably requests.

We are prepared to provide any additional information or materials as requested by the responsible public entity, community impact assessments, and detailed financial projections, if required.

"The PIT" addresses the community's need for recreational facilities promoting health and wellness, the estimated costs will be benchmarked against similar facilities to ensure competitiveness and transparency and the project plan includes a detailed timeline for acquisition, design and construction, ensuring timely completion of the project.

In addition, per Florida Statue 255.05, the proposer understands the need to submit proof of a performance bond or a letter of credit and will provide before moving forward with the project. That bond or letter of credit will be attached to the underlying license agreement as an exhibit.

Budgetary Impact
City shall reimburse Licensee for fifty percent (50%) of the identified start-up costs on a quarterly basis. The Licensee shall provide all documentation to the City to support the expenditures, including but not limited to all receipts, proof of payment, etc. The City's cost sharing shall not exceed fifty percent (50%) or $250,000.00, whichever is the lesser, and will be funded via an appropriation of the General Fund Unassigned Reserves funds, account number 001-00-00-389-90-01.

Throughout the agreement, RCSBA shall be required to reimburse the City for all Level 2 (fingerprinting) background checks for those associated with the Pit (employees, volunteers independent contractors, etc).

Recommendation
It is recommended that the City Commission approve the license agreement with Rita Crockett Beach Sports Academy (RCBSA) for a qualified project for "The Pit", a beach sports facility at Frost Park after compliance with the requirements of Florida Statues Section 255.065

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING A LICENSE AGREEMENT WITH RITA CROCKETT BEACH SPORTS ACADEMY (RCBSA) FOR A QUALIFIED PROJECT FOR "THE PIT", A BEACH SPORTS FACILITY AT FROST PARK; AFTER COMPLIANCE WITH THE REQUIREMENTS OF FLORIDA STATUTES SECTION 255.065, FOR AN UNSOLICITED PROPOSAL; PROVIDING FOR A CONTRIBUTION OF CITY FUNDING NOT TO EXCEED TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000.00) TOWARDS FIFTY PERCENT (50%) OF STARTUP CAPITAL AND OPERATING COSTS; PROVIDING FOR ANNUAL LICENSE FEES PAYMENTS BY RCBSA; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Rita Crockett Beach Sports Academy "RCBSA" is a 501 3C that issued an unsolicited proposal to the City to develop a unique multisport beach facility in Dania Beach, Florida that caters to all age groups and their needs for recreational outdoor activities; and

WHEREAS, RCBSA desires to develop "The Pit" at Frost Park, as a Beach Sport Complex that offers a variety of lifestyle beach sports ranging from beach volleyball, footvolley, beach tennis, beach flag football and more, and locating eight (8) lighted courts with a sitting area and concession stand at Frost Park; and

WHEREAS, "The Pit" will offer leagues, vacation training packages, local, national, and international tournaments to bring visitors to the City; and

WHEREAS, in receiving an unsolicited proposal the City selected to proceed with the unsolicited proposal, provided it first holds a duly noticed public hearing at which the proposal is presented and affected public entities and members of the public are able to provide comment and at a second duly noticed public meeting determines that the proposal is in the public's interest; and

WHEREAS, the City held its first public hearing on August 27, 2024; and

WHEREAS, the City held its second public hearing on September 12, 2024, and found that the proposal meets a public need as required under Florida Statute Section 255.065.

WHEREAS, at the second public hearing the City Commission reviewed the following factors to determine that the project is in the public interest and made a findings of fact regarding:

1. The benefits to the public.
2. The financial structure of and the economic efficiencies achieved by the proposal.

3. The qualifications and experience of the private entity that submitted the proposal and such entity's ability to perform the project.

4. The project's compatibility with regional infrastructure plans.

5. Public comments submitted at the meeting. The responsible public entity must provide a statement that explains why the proposal should proceed and addresses such comments.

WHEREAS, after accepting the unsolicited proposal and following the requirements of Florida law, the parties have negotiated a license agreement for Frost Park to install the Pit; and

WHEREAS, an unsolicited proposal from a private entity for approval of a qualifying project (The Pit) must be accompanied by the following material and information, unless waived by the responsible public entity:

(a) A description of the qualifying project, including the conceptual design of the facilities or a conceptual plan for the provision of services, and a schedule for the initiation and completion of the qualifying project.

(b) A description of the method by which the private entity proposes to secure the necessary property interests that are required for the qualifying project.

(c) A description of the private entity's general plans for financing the qualifying project, including the sources of the private entity's funds and the identity of any dedicated revenue source or proposed debt or equity investment on behalf of the private entity.

(d) The name and address of a person who may be contacted for additional information concerning the proposal.

(e) The proposed user fees, lease payments, or other service payments over the term of a comprehensive agreement, and the methodology for and circumstances that would allow changes to the user fees, lease payments, and other service payments over time.

(f) Additional material or information that the responsible public entity reasonably requests. And,

WHEREAS, any pricing or financial terms included in an unsolicited proposal must be specific as to when the pricing or terms expire; and

WHEREAS, the City may approve qualifying project, or the design or equipping of a qualifying project that is developed or operated, if:

1. There is a public need for or benefit derived from a project of the type that the private entity proposes as the qualifying project.

2. The estimated cost of the qualifying project is reasonable in relation to similar facilities.

3. The private entity's plans will result in the timely acquisition, design, construction, improvement, renovation, expansion, equipping, maintenance, or operation of the qualifying project; and

WHEREAS, the City makes additional findings that there is a public need for and benefit from the project; the cost estimate is reasonable in relation to similar facilities; and RCBSA's project will result in a timely acquisition, design, construction and operation of a qualifying project; and

WHEREAS, the City desires to enter into the License Agreement with RCBSA.

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 has held the two public hearings required pursuant to Florida Statutes Section 255.065 and made the finding of necessity for accepting the unsolicited proposal.

Section 3. The City, complied with Florida Statutes Section 255.065(d), and published in the Florida Administrative Register for at least 7 days a report that included the City's findings of public interest and identified the factors considered in making the public interest determination.

Section 4. The City after negotiations seeks to enter into a License Agreement with RCBSA for "The Pit" at Frost Park, and that the City Commission authorizes the proper City Officials to execute the extension of employment agreement with RCSBA with specific terms and conditions, a copy of which Agreement is attached as Exhibit "A" and is incorporated by reference into this Resolution.

Section 5. That the City Attorney is authorized to make minor revisions to the provisions of the Agreement as deemed to be necessary and in the best interest of the City.

Section 6. That the Agreement provides for a contribution of City funding in an amount not to exceed Two Hundred Fifty Thousand Dollars ($250,000.00) towards fifty percent (50%) of startup capital and operating costs, via an appropriation of General Fund Unassigned Reserve funds, account no. 001-00-00-389-90-01.

Section 7. That the Agreement provides for monthly license fees paid by RCBSA to the City in the annual amount of Sixty Thousand Dollars ($60,000.00), to begin in year two and for all subsequent years including extensions of the Agreement.

Section 8. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 9. That this Resolution shall be in force and take 10 days after its passage and adoption.

PASSED AND ADOPTED on _____, 2025.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous ____

	Yes	No
Commissioner Lori Lewellen	____	____
Commissioner Luis Rimoli	____	____
Commissioner Archibald J. Ryan IV	____	____
Vice Mayor Marco Salvino	____	____
Mayor Joyce L. Davis	____	____

ATTEST:

_____
ELORA RIERA, MMC
CITY CLERK

_____
JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

_____
EVE A. BOUTSIS
CITY ATTORNEY

LICENSE AGREEMENT WITH RITA CROCKETT BEACH SPORTS ACADEMY

THIS IS A LICENSE AGREEMENT (the "License"), and it is entered into on _____, 2024, by and between the **City of Dania Beach**, a Florida municipality ("City"), and Rita Crockett Beach Sports Academy "RCBSA", a Florida not-for-profit corporation and Federally recognized 501(C)(3) nonprofit organization ("**RCBSA**" or "Licensee").

RECITALS:

WHEREAS, City is the owner of the real property known as Frost Park, and more specifically, that area as depicted in the attached Exhibit A, to be known as "the Pit", located at 300 NE 2nd Street, Dania Beach, FL 33004; and

WHEREAS, Rita Crockett Beach Sports Academy "RCBSA" is a Federally recognized 501(C)(3) nonprofit organization that has issued an unsolicited proposal to the City to develop a unique multisport beach facility in Dania Beach, Florida that caters to all age groups and their needs for recreational outdoor activities; and

WHEREAS, RCBSA desires to develop the "the Pit" at Frost Park, as a Beach Sport Complex that offers a variety of lifestyle beach sports ranging from beach volleyball, footvolley, beach tennis, beach flag football and more, and locating eight (8) lighted courts with a sitting area b

WHEREAS, the Pit will offer leagues, vacation training packages, local, national, and international tournaments to bring visitors to the City; and

WHEREAS, in receiving an unsolicited proposal the City can select to advertise and issue a bid to obtain other proposals, or it can select to proceed with the unsolicited proposal, provided it first holds a duly noticed public hearing at which the proposal is presented and affected public entities and members of the public are able to provide comment and at a second duly noticed public meeting determines that the proposal is in the public's interest; and

WHEREAS, the City held two public hearings, with the first hearing held on August 27, 2024, and the second public hearing held on September 12, 2024; and

WHEREAS, the City Commission made findings of fact regarding the proposal that the proposal was a benefit to the public; that the financial structure of and the economic efficiencies achieved by the proposal; that the qualifications and experience of the private entity that submitted the proposal and such entity's ability to perform the project; that the project's compatibility with regional infrastructure plans; and that public comments submitted at the meeting were taken into consideration in the decision of the City Commission; and

WHEREAS, the Pit as proposed by RCBSA shall consist of a state-of-the-art Beach Sport Complex that offers a variety of lifestyle beach sports ranging from beach volleyball, footvolley, beach tennis, beach flag football and more; and shall provide eight (8) lighted volleyball courts with a sitting area for viewing, beach fitness area for classes like yoga, Pilates, and a bootcamp; concession stand serving food and refreshments, retail shop offering sports equipment, apparel, and accessories; and a storage area for equipment; and

WHEREAS, the City has approved RCBSA as an acceptable operator; and

WHEREAS, the City and RCBSA are entering into this License Agreement to enable RCBSA to commence the license agreement and development of the Property described in Exhibit A; and

WHEREAS, the City and RCBSA agree that the license of the Property to RCBSA will provide a benefit to the public at large; and

NOW, THEREFORE, in consideration of the mutual covenants contained in this License, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

Recitals. The foregoing Recitals are true and correct and are incorporated herein.

ARTICLE 1
LICENSE

Section 1.01. License. City hereby grants to LICENSEE and LICENSEE hereby accepts from City, a license for the area described in Exhibit B for exclusive of the area for the "Pit", a sand volleyball, 8 court Beach Sport Complex that offers a variety of lifestyle beach sports ranging from beach volleyball, footvolley, beach tennis, beach flag football and more, and locating eight (8) courts with a sitting area and concession stand at Frost Park, more specifically identified as the 205' by 170' portion of the park area known as the Pit, more particularly described in Exhibit A. This area shall be identified as the "Licensed Area" in this Agreement.

Section 1.02. Ingress and Egress. This License includes the right of ingress and egress through the park by LICENSEE, its employees and participants to and from the Licensed Area.

Section 1.03. Exhibits. Attached to this License and incorporated into this License by reference are the following Exhibits:

Exhibit A – Description of Licensee Property Area

Exhibit B – Property Site Plan / Licensed area

Exhibit C – Use of Property Improvements/ /Permitted Hours

Exhibit D – Development Timeline

Exhibit E – Start-up costs and split of costs between RCBSA and the City

Exhibit F – Letter of Credit or Bond as security for RCBSA funding of its portion of funding for the project ($250,000.00)

Section 1.04. Uses. RCBSA agrees to operate the Property only for the uses permitted pursuant to this License of an outdoor beach sports complex. See Exhibit C for more details.

Section 1.05. As Is. Except as may be otherwise provided in this License the: (i) RCBSA accepts that the Property in the existing "as is" condition and state of repair as of the Effective Date and RCBSA agrees that no representations, warranties, express or implied, have been made by or on behalf of City in respect of the Property or the status of title thereto. Without limitation of the foregoing (i) City makes no representations or warranties whatsoever as to: (a) the condition of the Property, or (b) whether the Property, or any part thereof, is in compliance with applicable federal, state, and local laws, ordinances, rules, or regulations; or (c) the permitted or available uses of the Property under any applicable federal, state, or local laws, ordinances, rules, or regulations; and (ii) City makes no representations or warranties concerning habitability or fitness for any particular purpose. The RCBSA hereby ASSUMES ALL RISK of non-compliance of the Property, or any part thereof, with any federal, state, or local laws, ordinances, rules, or regulations. Upon receipt of notice of any noncompliance with any such laws, ordinances, rules, or regulations for any portion of the existing property that will not be demolished, if any, the RCBSA hereby agrees to make any and all repairs, alterations, and additions to the Property and to take all corrective measures in a commercially reasonable time as may be necessary to bring the Property into compliance with all laws, ordinances, rules and regulations. Furthermore, as of the Effective Date, the RCBSA releases the City of and from any and all claims and liabilities whatsoever on account of the condition of the Property or any failure of any of the component parts to be in working order or because of any necessity of RCBSA to repair or take corrective actions with respect to any part thereof, or the necessity for obtaining any development approvals from any governmental body, including without limitation City agencies. The City and RCBSA shall inspect the park Concession stand prior to use by RCBSA.

Section 1.06. Quiet Enjoyment. RCBSA, in compliance with performing the terms, covenants and conditions of this License on the RCBSA's part, shall peacefully and quietly have, hold and enjoy the Property during the Term, subject to the rights of the City to enter upon and use the Property pursuant to the terms and conditions of this License.

Section 1.07. Free Play. When RCBSA has not scheduled play, tournaments, etc., and the Pit is available, the City is authorized to use the Pit for “free play” by the residents and guests of the City of Dania Beach. Times for free play are negotiated between the City and RCBSA and maybe adjusted based on RCBSA needs with seven (7) day notice in writing to the Parks and Recreation team.

Section 1.08. Prohibited Uses. RCBSA shall be expressly prohibited from utilizing the Property for the following, or advertising (promoting) the following: (i) adult arcade, adult

bookstore/adult video store, adult booth, adult dancing establishment, adult entertainment establishment, adult motel, or adult theater, as such terms are defined in the City of Dania Beach Code of Ordinances or any successor legislation thereto, (ii) promoting alcohol or drugs (including but not limited to cannabis or medical marijuana); (iii) any weapons (including but not limited to guns); (iv) Any use that requires the storing of hazardous substances, hazardous materials or both at the Property in violation of applicable law; (v) political advertising or political activities; (vi) Any use of the Property for residential purposes or living quarters of any kind whatsoever. (vii) Any use which is not a Permitted Use as set forth in Section 10 of this License; and (viii) Any use prohibited by law. This section shall also apply to facility naming rights and sponsorships.

Section 1.09. Signs**.** RCBSA shall have the right to install directional signage and monument and other signage identifying RCBSA's name of the Licensed Area, provided that such signage is consistent with City's sign ordinances, requirements of the State and approved by all applicable governmental authorities having jurisdiction. Any exterior signage other than the foregoing shall require the approval of City and any and all applicable governmental authorities. Notwithstanding anything in the License to the contrary, billboard signs are expressly prohibited.

Section 1.10. Parking. RCBSA and Tenants employees, guests, vendors and invitees shall have full and free access to the public parking within Frost Park.

Section 1.11 Bond/Letter of Credit. RCSBA agrees that before commencing any work or construction RCSBA shall maintain, at all times, a valid payment and performance bond, or letter of credit, as identified in Exhibit F in an amount of $250,000.00.

ARTICLE 2
TERM

Section 2.01. Term of License. The term of this License (the "Initial Term") shall commence on the date that Licensee and its Contractors initiate construction of the Pit. The term is for a three-year period, with two, one-year extensions. The Initial Term and renewals/extensions thereof are referred to as "Term." Each twelve-month period during the License Term, starting on the first day of the month of the License Commencement Date of the License, through the end of the twelve-month period, unless the parties agree otherwise, in writing.

Section 2.02. Effective Date: The date both City and RCBSA execute this License, and the City has approved same by appropriate governmental action.

ARTICLE 3
START UP COSTS

Section 3.01. Improvement Cost. The cost proposed by RCBSA of constructing the Property Improvements, including all hard construction costs and soft costs such as testing, permitting, and design costs as documented by Exhibit E.

Section 3.02. Improvements. The Improvements to be constructed by RCBSA on the Property, as more particularly described in Exhibit B**.** Improvements shall mean any and all buildings, fields, courts, facilities, pavements, ordinary fixtures, permanently affixed, signs (excluding the branding face of a sign), landscaping, utilities (both above ground and below ground), and all other structures or improvements now or hereafter constructed on or offsite in connection with the Property and the Pit operated thereon and all additions, alterations, modifications, renovations, and replacements thereto. All Improvements shall remain the property of RCBSA, unless and until the expiration or Termination Date, at which time, all such licensed improvements shall become City's property and shall be surrendered with and remain on the Property.

Section 3.03. City Cost Sharing. Licensee/RSCBA shall determine the start-up costs for the Pit, and the City shall pay for fifty percent (50%) of total costs, as identified in Exhibit D. City shall reimburse Licensee for fifty percent (50%) of the identified start up costs on a quarterly basis. The Licensee shall provide all documentation to the City to support the expenditures, including but not limited to all receipts, proof of payment, etc. The City's cost sharing shall not exceed fifty percent (50%) or $250,000.00, whichever is lesser.

ARTICLE 4
USE FEES

Section 4.01. Use Fees. For each and every calendar month commencing with the first month of the Initial Term and each month thereafter, Licensee shall pay to City, on or before 5:00 PM EST of the first business day of each month at City Hall, for the preceding calendar month, the following:

Year One: No licensee fee will be charged. The license fee is waived so that the Licensee's Beach Sports Complex can be started.
Year Two: $5,000.00, per month, for a total of $60,000.00, per year.
Year Three: $5,000.00, per month, for a total of $60,000.00, per year.
Year Four (First, of two possible one-year extensions): $5,000.00, per month, for a total of $60,000.00, per year.
Year Five (Second of two possible one-year extensions): $5,000.00, per month, for a total of $60,000.00, per year.

No Consumer Price Index (CPI) increases proposed for this initial agreement.

Please note that RCBSA is a nonprofit organization. If the state of Florida or the IRS determines that the nonprofit must pay these taxes and assessments, then, the term "imposition" shall include (i) Real property taxes; (ii) Tangible personal property taxes; (iii) Intangible personal property taxes; (iv) Ad valorem taxes; (v) Sales, use or excise taxes; (vi) General and special

assessments (vii) Levies; and (viii) Any other governmental levies of general application fees, gross revenues, assessments or taxes and charges, general and special, ordinary and extraordinary, foreseen and unforeseen, now or hereafter enacted of any kind whatsoever.

Section 4.02. Late Payments. Any late payment of Annual Gross Percentage Revenue or any late payment of any other sums due under the License will automatically accrue interest at five percent (5%) from the date the payment was due until paid, unless otherwise set out under this License. The right of the City to require payment of such interest and the obligation of the RCBSA to pay same shall be in addition to and not in lieu of the right of the City to enforce other provisions herein and to pursue other remedies provided by law.

ARTICLE 5
CONSTRUCTION OF THE PIT

Section 5.01. Consultation. If requested by the City, the RCBSA and its architect, engineer and contractor shall meet with the City in periodically scheduled meetings to assess the current revenues status of completion.

Section 5.02. RCBSA's Obligations During Construction. Prior to the Completion Date, RCBSA shall:

- Provide all architectural and engineering services, as may be applicable, including but not limited to temporary structures, light, heat, power, toilets, temporary utility connections, equipment, tools and materials and other requirements for the performance of the Work;
- Maintain the Property in a clean and orderly condition, at all times, , and remove all paper, cartons and other debris from the Property;
- 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 Improvements, whether such properties are publicly or privately owned;
- 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 (closed down when the City closes down; and lock down all equipment and facilities until the City reopens the Parks)
- Provide and maintain construction fencing, if applicable.

Section 5.03. As-Builts. Within one hundred twenty (120) days after the date of substantial completion, the RCBSA 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 RCBSA must show the square footage of each Improvement depicted in such plans.
- Use diligent effort to complete the Work in a commercially reasonable time under the circumstances and in accordance with this License. At all times make diligent effort to have

proper supervision of the general contractor or other employees or agents of the RCBSA upon the Property site.

Section 5.04. RCBSA Progress Reports**.** At the request of City, RCBSA will deliver written reports of the progress of construction to the City Manager or his or her designee.

Section 5.05. 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.

Section 5.06. Property Not Subject to Liens. In accordance with Section 713.10 of the Florida Statutes, any and all liens or lien rights arising out of the construction of the Improvements extend only to RCBSA's Licensee Interest in the Property. The City's right, title and interest in the Property are not subject to liens or claims of liens for improvements made by RCBSA.

Section 5.07. Nothing contained in the License shall be deemed or construed to constitute the consent or request of the City, either express or implied, to any contractor, subcontractor, laborer, or materialman for the performance of any labor or the furnishing of any materials for any specific improvement of, alteration to, or repair of any portion of the Property.

Section 5.08. Nothing contained in the License shall be deemed or construed to give RCBSA, any Lender, lessee, or sublessee any right, power or authority to contract for, or permit the rendering of, any services or the furnishing of materials that would give rise to the filing of any lien, mortgage or other encumbrance against City's interest in all or any part of the Property, or against assets of the City, or City's interest in any Percentage Annual Gross Payments and other monetary obligations of RCBSA described in this License.

Section 5.09. RCBSA's Construction Agreements. Any construction agreements entered into between RCBSA and a general contractor or other contractor in privity with the RCBSA must provide that City will not be liable for any work performed or to be performed at the Property for RCBSA, Lender, sublicensee or for any materials furnished or to be furnished to the Property for RCBSA, or any Lender.

Section 5.10. No Liens on City's Interest. No mechanic, laborer, vendor, materialman or other similar statutory liens for such work or materials will attach to or affect City's interest in all or any part of the Property, or any asset of the City, or the City's interest in any Percentage Annual Gross Payments or other monetary obligations of RCBSA arising under the License.

Section 5.11. Contesting Liens. If RCBSA desires to contest any lien, RCBSA must notify the City of its intention to do so within thirty (30) days after the filing of the lien. RCBSA, at its sole cost and expense, will protect the City by transferring the lien to bond in accordance with Section 713.24 of the Florida Statutes within thirty (30) days after the filing of the lien. In the event RCBSA contests any lien, RCBSA shall protect and indemnify the City against all loss, expense and damage resulting from the lien contest, in accordance with the indemnification provisions of this License. City will not take any action that could result in a lien against RCBSA's Licensee Interest in the Property.

ARTICLE 6

OPERATION OF LICENSEE'S BUSINESS

Section 6.01. Hazardous Substances. Licensee agrees that no activity will be conducted on, in, under or about the Licensed Area by or through Licensee and any of its agents, contractors, subcontractors, employees, visitors, licensees, or invitees that will use, generate, release, store, dispose of, or produce any pollutants, contaminants, toxic or hazardous substances or wastes, oil or petroleum products, flammables, or any other substances, the nature or quantity of which are, due to their existence, use, release, manufacture, or effect, subject to federal, state, or local environmental, health, or safety laws or regulations, now or subsequently enacted or promulgated by any governmental authority or as a result of any court ruling.

Section 6.02. Quality of Services. Defined**.** RCBSA shall conduct its operations in a neat, sanitary and professional manner and in accordance with and subject to the terms and conditions of this License and all Applicable Laws. RCBSA shall control the conduct, demeanor, performance and appearance of its officers, members, employees, agents, volunteers, independent contractors, representatives, guests, and invitees consistent with the intent of this provision and otherwise in accordance with Applicable Laws. RCBSA shall post and enforce strict behavior and usage policies on and about the Premises, which policies, at a minimum, shall prohibit fighting, reckless actions, abusive language, and misbehavior.

Section 6.03. Sublicense**.** A license agreement between RCBSA and a Sublicensee that uses or occupies any portion of the Property. The use by sublicensees must be approved in advance by the City Manager, at the City Manager's sole discretion. No Sublicense may be structured in a manner to reduce the Percentage Annual Gross Revenues payable to the City.

ARTICLE 7
MAINTENANCE

Section 7.01. Maintenance by Licensee. Licensee shall keep the Licensed Area in a clean condition. Licensee shall have no duty, obligation, or liability whatsoever for construction, maintenance, replacement, or repair of the Licensed Area and the improvements thereto as reflected in Exhibit B.

Section 7.02. Maintenance by City. City shall be responsible for the maintenance of the remainder of the park outside of the Licensed Area, including but not limited to the bathrooms and the concession stand. The City shall repair all leaks, walls, electrical and mechanical systems, and any other capital component of the bathroom or concession stand. Licensee shall clean up the concession stand and trash from the bathrooms after Licensee's use. The concession stand will be left in a clean and orderly manner after Licensee's use.

Section 7.03. As-Is Condition. The Licensed Area are accepted by the Licensee in an "as-is" condition, without warranty of condition or merchantability, expressed or implied.

Section 7.04. Services, Utilities and Security. City is not obligated to furnish any services, utilities, or security for the Licensed Area. City will not be liable to Licensee or its agents, contractors, subcontractors, employees, visitors, licensees, or invitees and for vehicles parked in parking spaces, for any claims arising out of (i) any loss, disruption, or alleged inadequacy or deficiency in any services of the bathroom or concession area; and (ii) any damage, injury or theft pertaining to any storage container, use of concession stand or bathroom, or the storage of any vehicle, its contents or any individual using the Licensed Area. The Licensee shall be responsible for the routine cleaning and maintenance of the License Area to ensure that the area remains clear and free of dirt, debris and litter. Furthermore, the Licensee will be responsible to properly utilize, operate and maintain any security systems installed by the Licensee or the City for the License Area.

Section 7.05. Compliance**.** RCBSA 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.

Section 7.06. Improvements. RCBSA must at all times keep the Property in good and safe condition and repair, reasonable wear and tear excepted. The RCBSA will comply with all Governmental Requirements applicable to the occupancy, maintenance and operation of the Property and shall not commit Waste.

Section 7.07. Extermination: If the premises become infested with red ants, other insects, vermin or roaches, RCBSA at its sole cost and expense shall cause the premises to be exterminated from time to time, to the satisfaction of the landlord.

Section 7.08. Animals: RCBSA shall not bring in or upon the licensed premises, or keep in the premises any fowl, reptile or insects. Service animals and animals permitted by city code or health department may be brought upon the property at the discretion of the RCBSA (i.e. dogs in designated outdoor seating areas) or allow entry into the Property any bicycle (RCBSA may have bike racks installed on the Premises for the use of its guests) or other vehicle, except baby carriages or wheelchairs, without the prior written consent of the City.

Section 7.09. Waste. RCBSA shall commit no legal nuisance, waste or injury on the Property and shall not do or permit to be done anything which may result in the creation or commission or maintenance of such material nuisance, waste or legal injury on the Property.

Section 7.10. Odor. RCBSA shall not create nor permit to be caused or created upon the Property any obnoxious odors or smokes or noxious gases or vapors which would constitute a real nuisance; provided, however, that fumes resulting from the normal maintenance operations of a Permitted Use during and under normal business operations shall be excepted from this provision, unless same constitutes a legal nuisance or otherwise is prohibited by applicable law.

Section 7.11. Continuous Operation. RCBSA acknowledges it is important to City that the Property remains in full operation at all times. RCBSA agrees to use best efforts to keep the

Property in continuous operation throughout the License Term, unless and except as otherwise set out in this License.

Section 7.12. Standards Generally. The City and RCBSA agree that the manner in which the Property is developed, operated and maintained is important to the City by reason of its interest in having a destination dining facility for use by City residents and visitors to the City. RCBSA therefore agrees to develop, operate and maintain the Property and all other property and equipment located on the Property consistent with commercial reasonableness.

Section 7.13. Compliance with Governmental Requirements. RCBSA shall comply with all applicable federal, state, county, and municipal laws, ordinances, resolutions and governmental rules, regulations and orders including the Americans with Disability Act as may be in effect now or at any time during the Term of this License, all as may be amended, which are applicable to RCBSA, the Property, or the operations conducted at the Property. The obligation of the RCBSA to comply with governmental requirements is provided herein for the purpose of assuring proper safeguards for the protection of persons and property on the Property. Such provision is not to be construed as a submission by the City to the application to itself of such requirements or any of them.

Section 7.14. Entry. The RCBSA agrees to the extent required by applicable law, to permit reasonable entry, inspection, and testing, upon reasonable advance notice during business hours (unless an emergency exists), by inspectors of any federal, state, county and municipal agency having jurisdiction under any law, rule, regulation, or order, applicable to the Property or the operations at the Property. This right of entry, inspection and testing shall impose no duty on the City to take any such action and shall impart no liability on the City should it not take any such action. The City shall use reasonable efforts to minimize disruption to the operations being conducted upon the Property. such party shall use reasonable efforts to minimize disruption to the operations being conducted upon the Property.

Section 7.15. Styrofoam/Plastic**.** RCBSA shall comply with Sections 17-134 and 17-135 of the City's Code, which prohibits the use of Styrofoam, polystyrene and polypropylene food and beverage service articles, and precludes plastic straws.

Section 7.16. Damage to or Destruction of Property.

(a) Removal of Debris. If the Improvements or any part thereof shall be damaged by fire, the elements, or other casualty, RCBSA shall promptly and as is commercially reasonable, remove, or cause to be promptly removed, all debris resulting from such damage from the Property, and RCBSA shall promptly take such actions and cause such repairs to be made to the Property as will place the Property in a neat and orderly condition and as are necessary for the safety of persons entering upon the Property. To the extent, if any, that the removal of debris under such circumstances is covered by RCBSA' s insurance, the proceeds thereof shall be paid to RCBSA for such purpose.

(b) Damage or Destruction to the Property. If all or any part of any of the Improvements are destroyed or damaged in whole or in part by fire or other casualty (including any casualty for which insurance was not obtained or obtainable) of any kind of nature, ordinary

or extraordinary, foreseen or unforeseen, RCBSA will give to City prompt notice thereof, and RCBSA, whether or not each and every mortgagee holding a mortgage encumbering RCBSA's licensed interest in the Property permits insurance proceeds to be used for such repairs, alterations, restorations, replacements and rebuilding (collectively, "Restoration"), as promptly as is reasonable under the circumstances will repair, alter, restore, replace and rebuild (collectively "Restore") a similar complex in accordance with the Approved Conceptual Plans, at least to the extent of the value and as nearly as possible to the character of the Improvements existing immediately prior to such occurrence. City, in no event, will be called upon to Restore any Improvements now or hereafter existing or any portion thereof or to pay any of the costs or expenses thereof.

(c) No Monthly License Payments Abated. This License will not terminate or be forfeited or be affected in any manner, and there will be no reduction or abatement of the monthly license payments payable hereunder, by reason of damage to or total, substantial or partial destruction of any of the Improvements or any part thereof and RCBSA, notwithstanding any present or future law or statute, waives any and all rights to quit or surrender the Property or any part thereof. Unless by an act of Force Majeure, RCBSA expressly agrees that its obligations hereunder, including the payment of Monthly License Fee Payments, will continue as though the Improvements had not been damaged or destroyed and without abatement, suspension, diminution, or reduction of any kind.

ARTICLE 8
INSURANCE

Section 8.01. Public Liability and Property Damage. Prior to any activity by the RCBSA on the Property, and during the License Term, RCBSA will be responsible for procuring and maintaining the insurance required by this License, at RCBSA's sole cost and expense. In addition, RCBSA will ensure that its general contractor maintains the applicable insurance coverages set forth in this License, unless waived or modified by the City. The City of Dania Beach shall be an Additional Insured on all policies.

All companies authorized to do business in the State of Florida shall issue all insurance policies required. City reserves the right but not the obligation to reject any insurer providing coverage due to poor or deteriorating financial condition. The terms and conditions of all policies may not be less restrictive than those contained in the most recent edition of the policy forms issued by the Insurance Services Office (ISO) or the National Council on Compensation Insurance (NCCI). If ISO or NCCI issues new policy forms during the policy term of the required insurance, RCBSA will not be required to comply with the new policy forms until the expiration date of the insurance policy affected by the change.

RCBSA's insurance policies will be primary over any and all insurance available to the City, whether purchased or not, and must be non-contributory. The RCBSA, its general contractor, and its sublicensees will be solely responsible for payment of all deductibles and retentions contained in their respective insurance policies. The City will be included as an "Additional Insured" on the Commercial General Liability policy and any Liquor Liability and Umbrella Liability policies, if

applicable. The City will also be named as "Loss Payee" on all of RCBSA's Property Insurance policies.

RCBSA will ensure that each insurance policy obtained by it waives all right of recovery by way of subrogation against the City in connection with any damage covered by any policy.

Safety: Loss control shall always be exercised by the Contractor for the protection of all persons, employees, and property. Any hazardous conditions must be promptly identified, reported, and action taken to mitigate as soon as possible.

Claims: Notice of claims/accidents/incidents associated with this agreement shall be reported to the Contractor's insurance company and to the City's Risk Management department as soon as practical.

Section 8.02. Premiums, Deductibles, Co-Insurance: The Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.

Section 8.03. Subcontractors' Compliance**:** It is the responsibility of the contractor to ensure that all subcontractors comply with all insurance requirements.

With respect to the insurance to be obtained, the RCBSA shall provide to City not less than ten (10) calendar days prior to commencement of the Improvements at the Property, certificates of such applicable insurance evidencing the insurance coverage as specified above. The required certificates of insurance shall not only name the types of coverage provided, but also shall refer specifically to this License with the type of insurance which is being furnished and shall state that such insurance is as required by such sections of this License. If the initial insurance expires prior to the completion of the improvements, renewal certificates of insurance shall be furnished thirty (30) calendar days prior to the date of their expiration. Insurance shall not be canceled, modified, or restricted, without thirty (30) calendar days prior written notice to City, and must be endorsed to provide the same.

Section 8.04. Notice of Cancellation, Non-Renewal, Material changes to Insurance Coverage**:** Required insurance shall always be maintained during which the vendor is on the Property. Prior to renewal, non-renewal, cancellation, or change or modification of any insurance policy, at least thirty (30) calendar days advance written notice shall be given to the City of Dania Beach. If the insurance policies do not contain a notice of cancellation provision, it is the responsibility of the vendor to provide such written notice.

Section 8.05. Verification of Coverage: Proof of the required insurance coverages must be furnished by Vendor to the City of Dania Beach Human Resources Department by Certificate of Insurance within ten (10) calendar days of effective date of the License for any coverages necessary as of such Effective Date. All Certificates of Insurance (and any required documents) must be received and approved by Human Resources before any work commences to permit Vendor time to remedy any deficiencies.

The City of Dania Beach is to be specifically included on all certificates of insurance (with exception to Workers Compensation and Professional Liability) as a named additional insured. All certificates must be received prior to commencement of service/work. In the event the insurance coverage expires prior to the completion of this contract, a renewal certificate shall be issued thirty (30) days prior to said expiration date.

Section 8.06. Certificate Holder/Additional Insured: The Certificate of insurance shall be made to the City of Dania Beach. Please reference a description of the work to be performed and the contract/agreement number.

City of Dania Beach
HR/Risk Management
100 West Dania Beach Boulevard
Dania Beach, FL 33004

Certificate Submittal:
Email Certificates to: cwaren@daniabeachfl.gov

Section 8.07. Evidence of Insurance During License Terms. Prior to taking possession of the Property, and throughout the term of the License, RCBSA must provide satisfactory evidence of the required insurance to the City. Satisfactory evidence of insurance is either (a) a certificate of insurance, or (b) a certified copy of the actual insurance policy. The City, at is sole option, may request a certified copy of any or all insurance policies required by this License. RCBSA acknowledges that RCBSA is the party responsible to the City for providing all insurance required by this License.

Section 8.08. General Coverage. Licensee, during the entire Term, shall keep in full force and effect the following: Commercial General Liability Insurance naming the City as an additional insured, written with a carrier licensed to do business in Florida with an AM Best rating of A- or better. Coverage must include, at a minimum: (i) the Licensed Area, (ii) Products and Completed Operations, (iii) Blanket Contractual Liability, (iv) Personal Injury Liability, and (v) Expanded Definition of Property Damage. The minimum limits acceptable are $1,000,000.00 Per Occurrence, $2,000,000.00 Per Location Aggregate. The use of an excess/umbrella liability policy to achieve the limits required by this paragraph will be acceptable as long as the terms and conditions of the excess/umbrella policy are no less restrictive than the underlying Commercial General Liability policy. The policy shall include: Property/operations, independent contractors, products, completed operations, broad form property damage, personal and advertising injury, and contractual liability, specifically confirming and insuring the indemnification and hold harmless clauses of this Agreement. The use of an excess/umbrella liability policy to achieve the limits required by this paragraph will be acceptable if the terms and conditions of the excess/umbrella policy are no less restrictive than the underlying Commercial General Liability policy.

Section 8.09. All Risk Property Insurance. RCBSA must maintain, or require its sublicensee to maintain, Property Coverage (Special Form), to cover the "All Other Perils" portion of the policy at the Replacement Cost Valuation as determined by a certified property appraiser acceptable to both the RCBSA and the City. The perils of Windstorm and Flood shall carry sub

limits to be determined annually. City. To the extent available, coverage will extend to furniture, fixtures, equipment and other personal property associated with the Property.

Section 8.10. Business Interruption Insurance. During the term of this License, RCBSA must maintain Business Interruption coverage with limits equal to twelve (12) months of RCBSA's projected profits with the Property.

Section 8.11. Workers' Compensation. Workers' Compensation Insurance shall be maintained by Licensee during the term of the License Agreement, or any renewal period of it, and it is to apply to all "statutory employees" of the Licensee (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 Licensee and its employees.

Section 8.12. Automobile: RCBSA shall provide minimum limits of liability of $1,000,000.00 per occurrence, combined single limit for bodily injury and property damage. The use of an excess/umbrella liability policy to achieve the limits required by this paragraph will be acceptable if the terms and conditions of the excess/umbrella policy are no less restrictive than the underlying automobile policy. This shall include coverage for:

(a) Owned, Hired, and Non-Owned Automobiles (Symbol 1 coverage preferred); City of Dania Beach as an Additional Insured.

(b) Business Interruption. RCBSA shall carry Business Interruption/Rental Loss for an annual period to cover base gross revenues, taxes, insurance and utility charges.

(c) Deficiencies. When such policies or certificates have been delivered by RCBSA or City as aforesaid and at any time thereafter, City may notify RCBSA in writing that, in the reasonable opinion of City the insurance represented thereby does not conform with the requirements of this Section either because the amount or because the insurance company or for any other reason does not comply, and the RCBSA shall have thirty (30) calendar days to cure such defect to the extent required pursuant to this License.

Section 8.13. Coverage Required During Construction.

(1) Builders Risk Insurance. During all construction activities conducted on the Property, including modifications to existing buildings or structures on the Property that impact the structural integrity of the buildings or structures, RCBSA must carry Builders Risk insurance, including the perils of wind and flood, with minimum limits equal to the "Completed Value" of the Improvements being erected or the total value of the modifications being made, including soft costs, with a deductible of no more than $25,000.00, each claim, to the extent available. If such levels of coverage are not available, RCBSA must carry the full amount of such insurance currently available. Named Windstorm Deductibles, if any, must be disclosed to the City. Coverage form shall include, but not be limited to:

a) All Risk Coverage including Flood and Windstorm with no coinsurance clause
b) Storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project

c) Equipment Breakdown to include cold testing of all mechanized, pressurized, or electrical equipment
d) Coverage for materials or equipment stored at the project site, while in transit, or while stored at a temporary location.
e) Replacement Cost basis
f) Policy shall insure the interests of the owner, contractor, and subcontractors in the property against all risk of physical loss and damage and name the City as a LOSS PAYEE.
g) Waiver of Occupancy Clause Endorsement, enabling occupation of the facility under construction/renovation during the activity.
h) This insurance shall remain in effect until the work is completed and the property has been accepted by the City.

(2) Professional Liability. RCBSA must ensure that Architects and Engineers Errors and Omissions Liability insurance specific to the construction activities, and with respect to acts, errors or omissions in connection with professional services such as architectural, engineering, etc.) is obtained prior to the commencement of any construction activities on the Property, including without limitation, the Work. If coverage is provided on a "Claims Made" basis, the policy must provide for the reporting of claims for a period of two years following the completion of all construction activities. The minimum limits acceptable are $1,000,000 per occurrence and $2,000,000 in the aggregate annually.

(3) Automobile. Minimum limits of liability of $1,000,000 each accident, combined single limit for bodily injury and property damage with Symbol 1 coverage for owned, hired and non-owned vehicles.

(4) Umbrella. Umbrella/Excess coverage can be utilized to provide the required limits for any required coverage if not more restrictive than the underlying insurance policy coverages.

(5) Workers' Compensation: The RCBSA, and its contractors shall provide and maintain workers' compensation insurance for all employees in the full amount required by the statute and in full compliance with the applicable laws of the state of Florida. RCBSA shall further ensure that all of its subcontractors maintain appropriate levels of workers' compensation insurance. Workers' Compensation insurance is required for all persons fulfilling this contract, whether employed, contracted, temporary or subcontracted.

(6) Additional Insured. City of Dania Beach.

Section 8.14. Additional Insurance requirements.

(1) **Premiums and Renewals.** RCBSA will be responsible that all premiums for the insurance required by this License are paid they become due. RCBSA must renew or replace each policy prior to the policy expiration date, and promptly deliver to the City all original Certificates of Insurance and copies of all renewal or replacement policy.

(2) **Inadequacy of Insurance Proceeds**.In the event that insurance proceeds are not adequate to rebuild and restore damaged Improvements to their previous condition before an insurable loss occurred, and the cause of the deficiency in insurance proceeds is the RCBSA's failure to adequately insure the Improvements as required by this License, RCBSA must rebuild and restore the Improvements as required by this License and will be responsible for payment of any costs of the rebuilding and restoration not covered by the insurance proceeds.

(3) **RCBSA Failure to Procure Insurance.** If RCBSA refuses, neglects or fails to secure and maintain in full force and effect any or all of the insurance required by this License, the City, at its option, may procure or renew such insurance. In that event, all sums paid by the City for insurance will be payable by RCBSA to the City together with interest at the Default Rate from the date the sums were paid by the City to the date of reimbursement by RCBSA. RCBSA must pay to City the amounts paid by the City for insurance, together with accrued interest, within ten days after written demand from City**.**

(4) **Loss or Damage.** Any loss or damage to the Improvements by fire or other casualty at any time will not operate to terminate this License or to relieve or discharge RCBSA from the performance and fulfillment of any of RCBSA's obligations pursuant to this License, including without limitation, the payment of Percentage Annual Gross Payments and any other payments, as the same may become due and payable. The City's acceptance or approval of any insurance agreement will not relieve or release or be construed to relieve or release RCBSA from any liability, duty or obligation set forth in this License.

(5) **Proof of Loss.** If all or any part of the Improvements (including without limitation, any personal property furnished or installed in the Improvements) is damaged or destroyed, RCBSA must promptly make proof of loss in accordance with the terms of the insurance policies and must proceed promptly to collect all valid claims which may have arisen against insurers or others based upon the damage or destruction. RCBSA is required to give City written notice within forty-eight (48) hours of any material damage or destruction. For purposes of this Section, "material damage or destruction" means either (a) any casualty or other loss with a repair cost in excess of $500,000 or, (b) any casualty or other loss which will have a material adverse effect on the day-to-day operations of the Property, regardless of the repair cost.

(6) **Payment of Insurance Proceeds.** All sums payable for loss and damage arising out of the casualties covered by the property insurance policies shall be payable the Insurance Trustee.

(7) **Insurance Proceeds for Reconstruction.** All insurance proceeds must be applied for the reconstruction, repair or replacement of Improvements and the personal property of RCBSA contained in the Improvements (the "Reconstruction Work"). The Improvements and any personal property must be restored to a condition comparable to the condition prior to the loss or damage. The Insurance Trustee will disburse to the RCBSA the amount of insurance proceeds that are required for the Reconstruction Work. RCBSA will submit invoices or proof of payment to the Insurance Trustee for payment or reimbursement according to an agreed schedule of values approved in advance by the City and RCBSA. If the City and RCBSA do not agree on the schedule or values, they will arbitrate the matter using the then-existing construction-related rules of the American Arbitration Association in Broward County, Florida. After the completion of the Reconstruction Work, any remaining insurance proceeds will be paid to RCBSA.

(8) **Commencement and Completion of Reconstruction.** RCBSA covenants and agrees to commence the Reconstruction Work as soon as practicable, but in any event within three months after the insurance proceeds for the destroyed or damaged Improvements have been received by RCBSA or the Insurance Trustee, and to fully complete the Reconstruction Work as expeditiously as possible under the circumstances. With respect to any Reconstruction Work, RCBSA must comply with all the provisions of this License regarding renovation or alteration of the Improvements.

(9) **Inadequacy of Insurance Proceeds.** RCBSA's liability under the License to timely commence and complete restoration of any damaged or destroyed Improvements is

absolute, regardless of whether any insurance proceeds received are adequate to pay for the restoration.

ARTICLE 9
INDEMNITY AGAINST CLAIMS

Section 9.01. Licensee's Obligation to Defend. Licensee shall defend, indemnify and save harmless City, its elected officials, officers, employees, agents and contractors from and against all liabilities, obligations, damages, penalties, claims, costs, charges and expenses, including, without limitation, attorney fees (including those resulting from the enforcement of the foregoing indemnification), arising from, or which may be imposed upon, incurred by or asserted against City, by reason of:

(a) Any act, omission or negligence of Licensee or any Licensee Party (which includes but is not limited to any of Licensee's agents, contractors, subcontractors, employees, visitors, licensees, or invitees);

(b) Any accident, injury or damage whatsoever caused to any person or to the property of any person occurring in, on or about the Licensed Area or occurring outside the Licensed Area which is the result of the act, omission or negligence of Licensee or any Licensee Party;

(c) Any failure on the part of Licensee or any Licensee Party to observe or perform any of the covenants, agreements, terms, provisions, conditions or limitations contained in this Agreement to be observed or performed by Licensee, including compliance with any governmental requirements applicable to the Licensed Area.

Section 9.02. Indemnification from General Contractor. RCBSA covenants and agrees that any contracts for the Work entered into by RCBSA and a general contractor or other contractor in privity with RCBSA will include the indemnities required by this License from the general contractor or other contractor in privity with RCBSA in favor of RCBSA and the City.

Section 9.03. RCBSA Liability Not Limited By Insurance. The liability of RCBSA under this License will not be limited in any way to the amount of proceeds recovered under the policies of insurance required to be maintained pursuant to the terms of this License.

Section 9.04. City's Tort Liability. Unless due to negligence or misconduct by City, its employees, agents and contractors, any tort liability to which the City is exposed under this License will be limited to the extent permitted by applicable law and subject to the provisions and monetary limitations of Section 768.28, Florida Statutes, as may be amended, which statutory limitations will be applied as if the parties had not entered into this License. The City expressly does not waive any of its rights and immunities under applicable law except as hereinabove set out. The City shall indemnify and hold RCBSA harmless for any costs and Losses in any action or claim to which it is named as a party due to the negligence of the City or its agents and employees, including without limitation, Attorneys' Fees.

ARTICLE 10
USE

Section 10.01. The Licensed Area shall be used solely for the purposes identified in this agreement, in accordance with existing codes, laws, ordinances, rules, and regulations of all governmental authorities having jurisdiction over the park, including City. The Licensed Area shall not be used for any illegal purposes, nor in any manner which does or may create any nuisance or trespass, nor in any manner which may vitiate the insurance relating to the Licensed Area.

Section 10.02. All staff, vendors, contractors, independent contractors, agents, etc. of RCBSA providing services at the Licensed Area shall be required to pass a Level 2 background check, and the Florida Region of USA Volleyball screening requirements. The screening shall be consistent with Florida Law and proof shall be provided to the City upon request. Proof shall be provided within one business day. Failure to do so shall be considered a material breach of the Agreement and shall result in immediate termination. The City shall assist RCBSA by providing the Level 2 screening. RCBSA shall obtain the Florida Region of USA Volleyball screening. RCBSA shall reimburse the City for the Level 2 background check, on a monthly basis.

ARTICLE 11
ASSIGNMENT AND AMENDMENTS

Section 11.01. Assignment. No Transfer may be made, suffered or created by RCBSA, or its permitted successors, assigns or transferees unless it complies with the provisions of this License. If at the time of a requested Transfer, RCBSA is an entity other than a limited liability company or corporation, then the references to membership will be changed to the appropriate ownership interests for the entity in question, and the interest being transferred will be changed to the appropriate ownership interest. Any Transfer that violates this License will be null and void and of no force or effect. No partial or complete Assignments of this License shall be permitted.

Section 11.02. Amendments. No amendment to this License will be binding on any party unless in writing and signed by all parties.

ARTICLE 12

DEFAULT AND TERMINATION BY CITY

Section 12.01. Default. Each of the following events shall be a default by Licensee and a breach of this License and constitute an "Event of Default":

(a) any failure of Licensee to pay any Use Fee due as and when due, and failure to cure the same within ten (10) days following Licensee's receipt of written notice of nonpayment and demand for payment; or

(b) any failure to perform any other of the terms, conditions, or covenants of this License to be observed or performed by Licensee for more than thirty (30) calendar days after written

notice of such default (except for a default in the payment of Use Fee and other monetary obligations) after notice shall have been received by Licensee (unless curative action cannot reasonably be accomplished within such thirty (30) day period, in which event the period to cure such default shall be automatically extended as long as Licensee promptly commences such cure and diligently uses Licensee's best efforts to complete curative action).

Section 12.02. Remedies. If any default by Licensee shall continue uncured upon expiration of the applicable curing period, City may exercise any one or all of the following remedies in addition to all other rights and remedies provided by law or equity, from time to time, to which City may resort cumulatively or in the alternative, including, without limitation, right of entry, and injunctive relief of all varieties.

Section 12.03. Termination. City may, at City's election, but not with less than 60 days prior written notice to Licensee, terminate this License. All of Licensee's rights in the Licensed Area shall terminate upon termination of this License. Promptly after any such termination, Licensee shall surrender and vacate the Licensed Area and City may re-enter and take possession of the Licensed Area. Termination under this paragraph shall not relieve Licensee from the payment of any sum then due to City, or from any claim for damages previously accrued, or then accruing, against Licensee.

Section 12.04. Termination of License/Surrender. If the City obtains the right to terminate this License, RCBSA shall quit and peaceably surrender to City the Property and the Improvements in a vacant, broom swept and 'as-is' condition. See section 12.05, relating to depreciation and payment to RCBSA of its investment, after calculation of annual depreciation.

Section 12.05. Depreciation. The value of the improvements on the Licensed Area, as identified in Exhibit E, shall depreciate by twenty percent (20%), per year, of this agreement. Should the agreement be terminated for early for the convenience of the City, RCBSA shall be entitled to reimbursement of its percentage contribution (50%) of the improvements, at a depreciation value of twenty percent (20%) per year. By way of example, if the agreement is terminated for convenience after year three, the improvements shall have depreciated by sixty percent (60%), RCBSA shall be entitled to fifty percent (50%) of the remaining forty percent (40%) value of the improvements. The City shall provide an accounting and payment within 60 days of termination. At the end of year five (second, one-year extension) the improvements shall be valued at zero ($0.00).

Section 12.06. Survival**.** A termination of the License will not release RCBSA from its obligation to indemnify City for any acts which occurred prior to the termination of the License, unless otherwise agreed upon by City and RCBSA or by judicial decree. Upon termination or expiration of this License, the RCBSA 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.

ARTICLE 13
LICENSEE'S RIGHT OF TERMINATION

Section 13.01. Except otherwise provided in this Agreement, Licensee may, at Licensee's election, but not with less than sixty (60) days prior written notice to Licensee, terminate this License. All of Licensee's rights in the Licensed Area shall terminate upon termination of this License. Promptly after any such termination, Licensee shall surrender and vacate the Licensed Area and City may re-enter and take possession of the Licensed Area.

ARTICLE 14
SURRENDER OF LICENSE AND HOLDING OVER

Section 14.01. Surrender Upon Termination. At the expiration or termination of this License, Licensee shall surrender the Spaces in not less than the same condition and repair as existed on the Commencement Date of this License, reasonable wear and tear, casualty and condemnation excepted.

Section 14.02. Holding Over. Any holding over after the expiration of the Initial Term of this License or any extension of shall be construed to be a license from month to month at the Base Use Fee provided in this License and on the terms and conditions specified in this License, so far as applicable.

ARTICLE 15
ATTORNEY FEES AND GOVERNING LAW

Section 15.01. Attorney Fees. If either City or Licensee shall, without fault, be made a party to any litigation by or against the other party, or if successful litigation shall be brought by either City or Licensee against the other because of the breach of any other covenant in this License to be kept or performed by such party, and a breach shall be established, the prevailing party shall pay to the other party all expenses the party incurred in connection with such litigation, including attorney fees and court costs.

Section 15.02. Governing Law**.** This License will be governed by the laws of the State of Florida. This License 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 License. Any conflicts between this License and the Charter and City Code will be resolved in favor of the City's Charter. Venue for any disputes arising out of this License and for any actions involving the enforcement or interpretation of this License will be in the State courts of the 17th Judicial Circuit of Broward County, Florida.

ARTICLE 16
NOTICES

Section 16.01. All notices, demands, requests or other communication shall be in writing and same shall be given by hand delivery, transmitting same by Federal Express or similar delivery method, or by registered or certified mail, postage prepaid, return receipt requested, addressed to the party at the address set forth below, or at such other address or addresses and to such other person or firm as City or Owner may from time to time designate in writing.

AS TO CITY:

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

with a copy to:

Eve A. Boutsis, City Attorney
City of Dania Beach
100 W. Dania Beach Blvd.
Dania Beach, FL 33004

AS TO LICENSEE:

RCBSA
Rita Crockett Beach Sports Academy
2925 Hidden Harbour St
Dania Beach, Fl. 33312
ritacrockett3333@gmail.com
Telephone: 786-387-0619

Or alternate:
marritacrockett33@gmail.com
Telephone: 319-594-7332

Section 16.02. Time of Service. Any written notice under this License shall be deemed to have been served as of the date it is received or the date of refusal of receipt.

ARTICLE 17
RELATIONSHIP OF PARTIES

Section 17.01. No Partnership Intended. It is expressly understood that, under this License, City does not become a partner of or joint venturer with Licensee.

Section 17.02. Independent Contractor/Relationship of Parties. The relationship of City and RCBSA hereunder is the relationship of City and tenant. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third Person or entity under this License. Nothing contained herein shall be deemed or construed as creating the relationship of

principal and agent, partners, joint venturers, or any other similar such relationship between the parties hereto.

Section 17.03. Third Party Beneficiaries. Neither RCBSA nor City intend to directly or substantially benefit a third party by this License. Therefore, the parties agree that there are no third party beneficiaries to this License and that no third party shall be entitled to assert a claim against either of them based upon this License. Nothing herein shall operate to diminish any of the rights of a Licensee Mortgagee provided for in this License.

ARTICLE 18
FORCE MAJEURE

Section 18.01. Performance Excused. If either party to this License shall be delayed or hindered in or prevented from the performance of any non-monetary obligation required under this License by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing the work or doing acts required under the terms of this License, then performance of such act shall be excused for the period of the delay and the period equivalent to the period of such delay.

ARTICLE 19
BROKERS

Section 19.01. City and Licensee each warrant and represent to the other that they have not contacted, engaged, or dealt with any real estate agent or broker with reference to the Licensed Area, or this License, and each party agrees to indemnify and hold harmless the other from and against any and all claims or demands for real estate commissions, charges, and fees claiming by or through each such party, including attorney fees, costs, and expenses.

ARTICLE 20
GENERAL

Section 20.01. Waiver of Jury Trial. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION OR COUNTERCLAIM ARISING OUT OF OR RELATING TO (a) THIS AGREEMENT, INCLUDING ANY EXHIBITS OR DOCUMENTS ATTACHED TO THIS AGREEMENT; (b) ANY OTHER DOCUMENT OR INSTRUMENT NOW OR HEREAFTER EXECUTED AND DELIVERED IN CONNECTION WITH THIS AGREEMENT; OR (c) THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. THIS WAIVER SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

Section 20.02. Miscellaneous Matters.

(a) Severability. If any term, covenant or condition of this License or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, then the remaining terms, covenants and conditions of this License shall not be affected and each such term, covenant, or condition of this License shall be valid and enforced to the fullest extent permitted by law.

(b) Integration. This License contains the entire agreement between the parties, and any agreement hereafter made shall be ineffective to change this License unless such agreement is in writing and signed by the parties. All prior agreements, oral and written, shall be merged into this License.

(c) Negotiated License. Both parties have substantially contributed to the drafting and negotiation of this License and this License 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 License, 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.

(d) Captions. The captions of the several article or sections titles contained in this License are for convenience only and do not define, limit, describe or construe the contents of this License.

(e) Time of Essence. Time is of the essence under any and all provisions of this License.

(f) Waiver. One or more waivers of any covenant or condition by City shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by City to or of any act by Licensee requiring City's consent or approval shall not be deemed to render unnecessary City's consent or approval to or of any subsequent similar act by Licensee. No breach of a covenant or condition of this License shall be deemed to have been waived by City, unless such waiver is in writing signed by City.

(g) 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 License. No elected official, representative or employee will participate in any decision relating to this License 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 RCBSA or any successor in interest for any amount which may become due to RCBSA, for any obligations of City under the License, or in the event of any default or breach by the City.

(h) Police Powers. Nothing herein contained shall be deemed to in any way limit the City in the exercise of its police and regulatory powers or its powers of eminent domain.

(i) Counterparts. This License may be executed in counterparts, each of which shall be deemed to be an original. City specifically reserves all statutory and common law rights and immunities and nothing herein is intended to limit or waive same including, but not limited to, the procedural and substantive provisions of Section 768.28, Florida Statutes and Section 95.11, Florida Statutes. his License is effective only after execution and delivery by the parties.

(j) Waiver of Claims. City shall not be liable for any loss, damage or injury of any kind or character to any person or property (i) arising from any use of the Property or any part thereof; (ii) caused by any defect in any building, structure, or other Improvements thereon or in any equipment or other facility located therein; (iii) caused by or arising from any act or omission of RCBSA, or of any of its agents, employees, commercial tenants, licensees or invitees; (iv) arising from any accident on the Property or any fire or other casualty thereon; (v) occasioned by RCBSA's failure to maintain the Property in a safe condition; or (vi) arising from any other cause; unless, in any of such events, caused by the neglect or willful act or omission of City. The RCBSA agrees that City shall not be liable for injury to RCBSA's business for any loss of income therefrom or from loss or damage for merchandise or property of RCBSA or its employees, invitees, customers, commercial tenants or other persons in or about the Property, nor shall City be liable for injuries to any persons on or about the Property whether such damage is caused by or as a result of theft, fire, electricity, water, rain or from breakage, leakage, obstruction or other defect of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures or for any other condition arising upon the Property, or from any new construction or repair, alteration or improvement on the part of RCBSA's improvements or the equipment, fixtures or appurtenance thereof, other than as a result of City's default of its obligations under this License. The City does not waive any rights of sovereign immunity that it has under applicable law. Notwithstanding anything contained in this License to the contrary, in no event shall City be liable for any consequential, punitive damages or both in connection with this License.

(k) Public Entity Crimes Act. RCBSA represents that the execution of this License will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes). In addition to the foregoing, RCBSA further represents that there has been no determination that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a " public entity crime" regardless of the amount of money involved or whether RCBSA has been placed on the convicted vendor list.

(l) No Personal Liability of Commission Members, Administrative Officials or Representatives of City**.** RCBSA acknowledges that this License is entered into by a municipal corporation as City and RCBSA agrees no individual Commission member, administrative official or representative of City (acting in his or her official capacity) shall have any personal liability under this License or any document executed in connection with the transactions contemplated by this License.

(m) Authority of RCBSA. RCBSA hereby represents and warrants to City that the individuals executing this License on behalf of RCBSA have full authority to execute this License in a representative capacity on behalf of RCBSA.

(n) Approvals by the City. All requests for action or approvals by the City will be sent to the City Attorney for decision as to who within the City, including the City Commission, must act or approve the matter on behalf of the City.

(o) Holidays. The parties agree that whenever a notice or performance due under the License 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.

(p) No Brokers. City and RCBSA warrant and represent to each other that neither party has engaged a real estate broker or other person entitled to payment of a commission in connection with this License. RCBSA is responsible for, and will hold the City harmless with respect to, the payment of any commission claimed by or owed to any real estate broker or other person retained by RCBSA who is entitled to a commission as a result of the execution and delivery of this License. The City is responsible for, and will hold RCBSA harmless with respect to, the payment of any commission claimed by or owed to any real estate broker or other person retained by the City who is entitled to a commission as a result of the execution and delivery of this License

(q) No Liability for Approvals and Inspections. No approval given by the City in its capacity as City under this License, and no inspection of the Work or the Property by the City as City under this License will impose liability for its failure to discover any defects or nonconformance with any Governmental Requirement.

(r) Standard of Conduct. The implied covenant of good faith and fair dealing under Florida law is expressly adopted in this License.

(s) RCBSA's Obligations: RCBSA should be aware the City is a "public body" as defined in Florida Statutes, Section 119.011(2) and that it is subject to Florida Statutes, Section 119.0701(2) (a), and the related provisions of the Florida Public Records Law. If awarded this project, the following will apply:

(t) Documents to Be City Property: 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 the contract are and shall remain the property of the City and RCBSA.

(u) Maintenance of Records: RCBSA agrees to keep and maintain public records in RCBSA's possession or control in connection with RCBSA's performance under the contract. RCBSA additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. RCBSA shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract, and following completion of the contract until the records are transferred to the City.

(v) Response to Public Records Requests: Upon request from the City custodian of public records, RCBSA 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.

(w) Delivery of Records:_Upon completion of the contract or in the event of termination by either party, any and all public records relating to the contract in the possession of the RCBSA shall be delivered by the RCBSA to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by RCBSA 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 the contract, the RCBSA shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirement. Any compensation due to RCBSA shall be withheld until all records are received as provided in this agreement.

(x) Failure to Comply: RCBSA's failure or refusal to comply with the provisions of this section shall result in the immediate termination of the contract by the City.

Florida Public Records Law: Pursuant to Section 119.0701(2) (a), Florida Statutes:

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

Custodian of Records:	Elora Riera, City Clerk
Mailing Address:	100 W. Dania Beach Boulevard Dania Beach, Florida 33004
Telephone number:	954-924-6800, Ext. 3623
Email:	**Ereira@daniabeachfl.gov**

[SIGNATURE PAGES TO FOLLOW]

The parties have executed this License on the dates set forth below their respective signatures.

Witnesses:

As to City:

_____

Print Name_____

_____

Print Name_____

CITY OF DANIA BEACH, FLORIDA, a Florida municipal corporation

By: _____

Joyce L. Davis, Mayor

Date: _____

By:_____

Ana M. Garcia, City Manager

Date:_____

Attest:_____

_____, City Clerk

Date:_____

ACKNOWLEDGMENTS ON FOLLOWING PAGES

Witnesses:	Rita Crocket Beach Sports Academy a Florida nonprofit corporation
_____	By:
Print Name_____	_____
_____	Date:
Print Name_____	_____ Rita Crocket, President

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this ___ day of _____, 202__ by Rita Crocket, on behalf of the company Rita Crocket Beach Sports Academy. She is personally known to me or produced a Florida driver's license as identification.

NOTARIAL SEAL

Notary: _____

Print Name: _____

Notary Public, State of Florida

My commission expires:_____

Exhibit A

Legal Description of the Property and Survey

Exhibit B

Site Plan

Exhibit C

(attached on following page)

Exhibit D

Use of Property Improvements

A multisport beach facility that caters to all age groups and their needs for recreational outdoor activities. "the Pit" at Frost Park is a Beach Sport Complex that offers a variety of lifestyle beach sports ranging from beach volleyball, footvolley, beach tennis, beach flag football and more. Home to eight (8) lighted courts with a sitting area and concession stand at Frost Park. Partnering with Dania Beach, the Pit" will offer leagues, vacation training packages, local, national, and international tournaments.

Proposed programming: Beach Volleyball, Beach Tennis, Beach Foot Volley, Beach Soccer, Beach Flag Football, Free-play time for the community, Beach Volleyball Juniors Club, After school sports programs, multiple sports training facility destination, College Annual Invitational Tournament, Beach Sports Junior Tournaments b, each fitness area for classes like yoga, Pilates, and a bootcamp, Concession stand serving food and refreshments, retail shop offering sports equipment, apparel, and accessories s, and Storage areas for equipment.

-

The RCBSA shall have the right to have the use of ambient music during hours authorized by the parks director and the City Manager.

RCBSA shall have the right to have special events. RCBSA shall apply for special event permits and adhere to the City Code, Article 375, entitled “Temporary Uses and Special Event Permits.”

Hours of Operation

The City shall allow the RCBSA to be open for business between the hours consistent with the Park’s operating hours. The exact hours will be determined by market demand, with the sign off of the Parks Director and City Manager.

Exhibit E

Estimate- #564 Crockett Academy
Sand Court Experts

FOR
8 Courts= 205' x 170'

DESCRIPTION	AMOUNT
Sand	$162,500.00
8 - Custom- Net, lines, pole pad, antennas ($1650 ea)	$13,200.00
General: Labor, Heavy equipment, sleeves, fabric, dumpster	$51,000.00
Decorative wall No Cap -Concrete footer	$71,250.00
8 Monson system	$16,000.00
Grade and level - Slope grade to have 14" in free sace area and 16"+ in court area	$10,000.00
Drainage - rock, hydraway, dig channels	$24,000.00
Shower/Rinse station	$12,500.00
Turf section 50' x 30' Concrete	$31,500.00
*Does not include removal of soil off property	
Notes: Balance site, Stabilized entrance not needed. Utilize Field Measurements. SCE to rough grade loose soil outside court perimeter up to 10'	
55% Deposit to start project	
SUBTOTAL	$391,950.00
TAX RATE	0.00%
Shipping	$3,500.00
Balance DUE TOTAL	$395,450.00

City of Dania Beach
Public Services Memorandum

DATE: 2/11/2025

TO: Mayor and Commissioners

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

VIA: Fernando J. Rodriguez, Public Services Director
Sean Schutten, Deputy Director

SUBJECT: **AUTHORIZATION TO WAIVE COMPETITIVE BIDDING AND TO EXCEED THE CITY VENDOR PURCHASING THRESHOLD POLICY OF $50,000 WITH LOC PUMP, INC. AS A SOLE SOURCE PROVIDER**

Request:
The Public Services Department (PSD) is requesting authorization to waive competitive bidding and to exceed the City's purchasing threshold policy of $50,000 annually per vendor with Loc Pump, Inc. as a sole source provider for the Water Treatment Plant's (WTP) lime slurry pumps/accessories in the approximate amount of $100,000.

Background:
WTP uses limestone for the softening process. Limestone is mixed with water to create slurry water which is then pumped up into the accelator's to soften the water. The process of softening water assists in the disinfection process and removal of contaminants. The current Flow Rox pumps are 12 years old, and these pumps typically have a lifespan of 10 years. The WTP currently has two pumps we use for this application. However, one of the two is no longer in service and requires immediate replacement.

Budgetary Impact
Funding will be appropriated from the Water Utility Repair & Maintenance Equipment Account No. 401-33-03-533-46-10.

Recommendation
PSD recommends approval to waive competitive bidding and to exceed the City Purchasing Threshold Policy of $50,000 to purchase two lime slurry pumps and accessories from Loc Pump, Inc. to upgrade the lime slurry pump system.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO WAIVE COMPETITIVE BIDDING AND TO EXECUTE AN AGREEMENT TO UTILIZE THE SOLE SOURCE PURCHASE OF TWO LIME SLURRY PUMPS/ACCESSORIES FROM LOC PUMP INC AS WELL AS TO EXCEED THE CITY PURCHASING THRESHOLD OF FIFTY THOUSAND DOLLARS ($50,000.00); AUTHORIZING SUCH PURCHASES TO BE MADE WITHIN THE RESPECTIVE DEPARTMENTS' APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the Public Services Department is seeking authorization to waive competitive bidding from the City Commission and to utilize Loc Pump, Inc. to replace two flowrox lime slurry pumps for the lime softening system at an estimated cost of One Hundred Thousand Dollars ($100,000.00) due to their age and condition.

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 PSD to waive competitive bidding and to utilize Loc Pump under the Sole Source Certification for the purchase of lime softening slurry pumps. Authorization is also being requested to exceed the City Purchasing Threshold of Fifty Thousand Dollars ($50,000.00) for each fiscal year the contract is in place.

Section 3. That the expenditure of funds will be appropriated from the Water Plant Water Utility Services Repair & Maintenance Equipment Account No. 401-33-03-533-46-10 and such purchases will be made within the respective Departments' annual approved budget appropriations.

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 _____, 2025.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION:	Unanimous ____	
	Yes	No
Commissioner Lori Lewellen	____	____
Commissioner Luis Rimoli	____	____
Commissioner Archibald J. Ryan IV	____	____
Vice Mayor Marco Salvino	____	____
Mayor Joyce L. Davis	____	____

ATTEST:

_____
ELORA RIERA, MMC
CITY CLERK

_____
JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

_____
EVE A. BOUTSIS
CITY ATTORNEY

City of Dania Beach
Public Services Memorandum

DATE: 2/11/2025

TO: Mayor and Commissioners

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

VIA: Fernando J. Rodriguez, Public Services Director

SUBJECT: **APPROVAL TO USE THE SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE PURCHASING GROUP CONTRACT TO PROCURE SULFURIC ACID FROM THE SULFURIC ACID TRADING COMPANY (SATCO) FOR THE WATER TREATMENT PLANT**

Request:
The Public Services Department (PSD) is requesting authorization to use the Southeast Florida Governmental Purchasing Cooperative Purchasing Group Contract No. ITB#2018-19/22 to procure sulfuric acid from SATCO and to exceed the annual expenditure threshold of $50,000 for one vendor.

Background:
The water treatment plant utilizes SATCO for its sulfuric acid deliveries. Sulfuric acid is used to control the PH levels of the untreated raw water supply passing through the membrane filtration system and is a key component in preventing buildup and flow blockage of the membranes.

Budgetary Impact
Funding will be appropriated from the Water Treatment Plant Chemical Account No. 401-33-03-533-52-40.

Recommendation
PSD recommends approval of the use of the Southeast Florida Governmental Purchasing Cooperative Purchasing Group Contract No. ITB#2018-19/22 to procure sulfuric acid from SATCO for the Water Treatment Plant.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT UNDER THE CITY OF DEERFIELD BEACH CONTRACT ITB NO. 2018-19/22, THROUGH THE SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE PURCHASING GROUP, FOR SULFURIC ACID WITH THE SULPHURIC ACID TRADING COMPANY, INC. VALID THROUGH MAY 31, 2025, AND TO EXCEED THE ANNUAL VENDOR TOTAL AMOUNT OF FIFTY THOUSAND DOLLARS ($50,000.00); AUTHORIZING SUCH PURCHASES TO BE MADE WITHIN THE RESPECTIVE DEPARTMENTS' APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, sulfuric acid is required by the water treatment plant on a daily basis in the processing of raw water via its membrane system; and

WHEREAS, the Public Services Department is seeking authorization from the City Commission to utilize the City of Deerfield Beach Contract No. ITB #2018-19/22, through the Southeast Florida Governmental Purchasing Cooperative Group, effective June 1, 2024 through May 31, 2025, with Sulfuric Acid Trading Company, Inc. ("SATCO") for the purchase of sulfuric acid, which Agreement is attached as Exhibit "A", and which is made a part of and is incorporated into this Resolution by this reference; authorization is also being requested to exceed the City's threshold of Fifty Thousand Dollars ($50,000.00) for a single vendor 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 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 Public Services Department to utilize the City of Deerfield Beach Contract No. ITB #2018-19/22, through the Southeast Florida Governmental Purchasing Cooperative Group, with Sulfuric Acid Trading Company, Inc., for the purchase of sulfuric acid in an amount that exceeds the Fifty Thousand Dollars ($50,000.00) purchase threshold for a single vendor for fiscal year 2024/25.

Section 3. That funding for water plant chemicals is planned and appropriated in the Water Fund Water Plant Division Operating Supplies Chemical Account Number 401-33-03-533-52-40.

Section 4. That the City is authorized to use the existing COOP contract through its expiration date of May 31, 2025.

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 _____, 2025.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous ____

	Yes	No
Commissioner Lori Lewellen	____	____
Commissioner Luis Rimoli	____	____
Commissioner Archibald J. Ryan IV	____	____
Vice Mayor Marco Salvino	____	____
Mayor Joyce L. Davis	____	____

ATTEST:

_____	_____
ELORA RIERA, MMC	JOYCE L. DAVIS
CITY CLERK	MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

_____
EVE A. BOUTSIS
CITY ATTORNEY

AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA AND SULPHURIC ACID TRADING COMPANY, INC. TO PURCHASE SULFURIC ACID UNDER THE CITY OF DEERFIELD BEACH, FLORIDA, ITB #2018-19/22, THROUGH THE SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP.

This is an Agreement ("Agreement") dated _____, 2025, 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 Sulphuric Acid Trading Company, Inc. ("Vendor"), a Florida corporation with an address of 3710 Corporex Park Drive, Suite 205, Tampa, Florida 33619, contact Brent Shonka, email satco@satcoinc.net

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

1. The current contract issued under ITB #2018-19/22, between the City of Deerfield Beach and the Vendor, a copy of which is attached as Exhibit "A", and made a part of and is incorporated into this Agreement by this reference, shall be considered a part of this Agreement between the City and the Vendor; provided, however, that if Vendor contracts with any other governmental agency in Florida and service rates are lower than those afforded to any entity for such purchases, then Vendor shall provide such lower rates to the City.

2. The current Agreement between the City of Deerfield Beach, through the Southeast Florida Governmental Purchasing Cooperative Group, and the Vendor expires on May 31, 2025. Should the City of Deerfield Beach extend the underlying contract with the Vendor, the City shall also be able to use the extended contract for the duration of the extension.

3. Any reference to the City of Deerfield Beach throughout Exhibit A is replaced with the City of Dania Beach.

4. 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

Vendor: Mr. Brent Shonka, General Manager
Sulphuric Acid Trading Company, Inc.
3710 Corporex Park Drive, Suite 205
Tampa, Florida 33619

5. Any insurance policy required pursuant to Exhibit A, would name the City of Dania Beach as additional insured. A copy of the insurance certificate shall be provided to the City of Dania Beach upon execution of this piggyback agreement.

6. That in all other respects, the terms of Exhibit "A" apply to this Agreement.

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

CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO LEGAL FORM
AND CORRECTNESS

EVE A. BOUTSIS, CITY ATTORNEY

ANA M. GARCIA, ICMA-CM
CITY MANAGER

WITNESSES:

VENDOR:
Sulphuric Acid Trading Company, Inc.,
a Florida corporation

_____
SIGNATURE

_____
PRINT Name

_____
SIGNATURE

_____
PRINT Name

_____
SIGNATURE

_____
Title

_____
PRINT Name

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, on_____, 2025, by Brent Shonka, General Manager, of Sulphuric Acid Trading Company, Inc., a Florida corporation, who is personally known to me or has produced _____as identification.

_____
NOTARY PUBLIC
State of Florida

My Commission Expires:

Southeast Florida Governmental Purchasing Cooperative Group

CONTRACT AWARD

Please complete each of the applicable boxes and submit with bid documents, award notices and tabulations to lpiper@myboca.us for placement on the NIGP SEFL website Cooperative contract page.

BID/RFP No. ITB #2018-19/22

Description/Title: Sulfuric Acid 93% for Water Treatment Plant Operations

Initial Contract Term: Start Date: 6/1/19 End Date: 5/31/22

Renewal Terms of the Contract: 3 (No. of Renewals) Renewal Options for 1 Year (Period of Time)

Renewal No. 1 Start Date: 6/1/22 End Date: 5/31/23

Renewal No. 2 Start Date: 6/1/23 End Date: 5/31/24

Renewal No. 3 Start Date: 6/1/24 End Date: 5/31/25

SECTION #1 **VENDOR AWARD**

Vendor Name: Sulphuric Acid Trading Company, Inc.

Vendor Address: 3710 Corporex Park Drive, Suite 205, Tampa, LF 33619

Contact: Brent Shonka, General Manager

Phone: 800-633-1358 Fax: 813-225-1001

Cell/Pager: Email Address: satco@satcoinc.net

Website: FEIN: 59-3424337

SECTION #2 **AWARD/BACKGROUND INFORMATION**

Award Date: 4/2/19 Resolution/Agenda Item No.: 2019/034

Insurance Required: Yes X No

Performance Bond Required: Yes No X

SECTION #3 **LEAD AGENCY**

Agency Name: City of Deerfield Beach

Agency Address: 401 SW 4th Street, Deerfield Beach, FL 33441

Agency Contact: Paul Collette, Buyer Email pcollette@deerfield-beach.com

Telephone: 954-480-4418 Fax: 954-480-4388

Deerfield Beach
Florida

March 20, 2019

SENT VIA E-MAIL

Brent Shonka, General Manager
Sulphuric Acid Trading Company, Inc.
3710 Corporex Park Drive, Suite 205
Tampa, FL 33619

RE: Sulfuric Acid 93% for Water Treatment Plant Operations
ITB #2018-19/22

Dear Mr. Shonka,

As you know, you will be recommended for award of the referenced ITB at the City Commission meeting scheduled for April 2, 2019. In order to expedite the Contract execution, please provide the following to the Purchasing and Contract Administration Division within ten (10) days of receipt of this letter, in accordance with ITB #2018-19/22.

- Two (2) Original Signed Contracts.
- Certificate of Insurance naming the City of Deerfield Beach, 150 NE 2nd Avenue, Deerfield Beach 33441 as certificate holder and additional insured.

Once received and approved for form, the Contract will be fully executed by the City Manager. The City will send you the Purchase Order and one (1) original fully executed Contract.

Should you have any questions, please call me at (954) 480-4418.

Sincerely,

Paul Collette

Paul Collette
Buyer

Enclosures: Two (2) Original Contracts

c: Ivelsa Guzman, Purchasing Manager

RESOLUTION NO. 2019/034

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE AWARD OF ITB #2018-19/22 FOR SULFURIC ACID 93% FOR WATER TREATMENT PLANT OPERATIONS TO SULPHURIC ACID TRADING COMPANY ("SATC"), INC. FOR AN ANNUAL COST OF $131,400.00; AUTHORIZING THE EXECUTION OF AN AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Purchasing and Contract Administration Division issued an Invitation to Bid for Sulphuric Acid 93%, ITB #2018-19/22 (the "ITB"), with the City acting as the lead agency on behalf of the Southeast Florida Governmental Purchasing Group; and

WHEREAS, the ITB was advertised in the legal notices section of the Sun-Sentinel on February 22, 2019, and the notice was also sent to thirty-three prospective Offerors via the e-Procurement Marketplace; and

WHEREAS, three (3) vendors viewed the ITB documents; and

WHEREAS, on March 7, 2019 at 2:00 p.m. EST, the Purchasing and Contract Administration Division (the "Division") closed and unsealed two (2) responses which were reviewed by the Division to ensure the responses met the ITB requirements; and

WHEREAS, the bid submittals were reviewed by both the Division and Environmental Services, and concluded that SATC met all the requirements for the ITB and was the lowest, responsive, responsible bid; and

WHEREAS, the Division recommends that the City Commission approve the award of the ITB to SATC and authorize execution of a contract for the ITB.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced "Whereas" clauses are true and correct and made a part hereof.

Section 2. The City Commission hereby approves the award of ITB #2018-19/22 for Sulphuric Acid 93% to the SATC.

Section 3. The City Manager is hereby authorized to execute a three (3) year contract with SATC consistent with the terms and conditions of the ITB and in amounts not to exceed $131,400, together with such non-substantial changes that are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. The City Manager is authorized to do all things necessary to carry out the aims of this Resolution.

Section 5. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS 2ND DAY OF APRIL, 2019.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK

CONTRACT

This CONTRACT is entered into by and between the CITY OF DEERFIELD BEACH (CITY), a municipal corporation and SULPHURIC ACID TRADING COMPANY, INC. (CONTRACTOR), as follows:

W I T N E S S E T H:

WHEREAS, pursuant to ITB #2018-19/22 (the ITB) the CITY accepted competitive bids for Sulfuric Acid 93% for Water Treatment Plant Operations (the Product); and

WHEREAS, the Product is delineated in the ITB; and

WHEREAS, this CONTRACT, the ITB and the CONTRACTOR's Response constitute the entire CONTRACT and describe the Services to be provided; and

WHEREAS, after evaluation of price and other evaluation criteria specified in the ITB, City Staff and City Commission of the City of Deerfield Beach, Florida, has determined that the low, responsive and responsible bid was submitted by CONTRACTOR and that CONTRACTOR has the necessary resources, experience and ability to perform the CONTRACT at a competitive price; and

WHEREAS, this Contract is a Co-operative Contract with the CITY and other participating Southeast Florida Governmental Purchasing Co-operative Group agencies; and

WHEREAS, the CITY has awarded the CONTRACT to CONTRACTOR for the Products on April 2, 2019, Resolution No. 2019/034;

NOW THEREFORE, be it agreed by and between the parties as follows:

ARTICLE I

INTRODUCTION AND SCOPE OF PRODUCT

1.1 The above referenced Whereas clauses are true and correct and made a part hereof.

1.2 This CONTRACT, the ITB, together with the response to the ITB of CONTRACTOR shall constitute the entire CONTRACT. The parties agree that the scope of product is a description of CONTRACTOR's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all products, deliveries, equipment, tools and tasks which are such an inseparable part of this CONTRACT described that exclusion would render performance by CONTRACTOR impractical, illogical, or unconscionable.

1.3 Except as specifically modified herein, CONTRACTOR shall be bound by the terms and conditions and prices as set forth in the ITB and the CONTRACTOR'S Response to the ITB. When the terms and conditions of this CONTRACT may be read as consistent with the ITB, then and in that respect, the terms of both the ITB and this CONTRACT shall be read as being consistent and shall be binding on both parties. Where terms and conditions of this CONTRACT contradict anything as set forth in the ITB or the response to the ITB, then the terms and conditions of this CONTRACT shall be binding and in full force and effect to the extent of any inconsistency.

1.4 This is a non-exclusive CONTRACT. The CITY may, in its sole and absolute discretion, utilize other parties to provide any of the products listed in the ITB, or any aspect of the products if the CITY deems it to be in the best interest of the CITY.

1.5 CONTRACTOR acknowledges and agrees that the Contract Administrator has no authority to make changes that would modify the Products to be provided under this CONTRACT.

ARTICLE 2

TERM AND TIME OF PERFORMANCE

2.1 The initial CONTRACT term shall be three (3) years beginning June 1, 2019 and ending May 31, 2022. The CITY reserves the right to renew the CONTRACT for three (3) additional one (1) year terms providing all terms, conditions and specifications remain the same, both parties agree to the renewal, and such renewal is approved by the City Manager as set forth in the ITB. The City Manager shall execute any renewal CONTRACT.

2.2 In the event the CONTRACT is scheduled to end because of the expiration of the CONTRACT, the CONTRACTOR shall continue to provide the products and services upon the request of the City Manager or designee. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing CONTRACT. The CONTRACTOR shall be compensated for the products and services at the rate in effect when this extension clause is invoked by the CITY.

2.3 Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this CONTRACT.

ARTICLE 3

COMPENSATION

3.1 The CITY shall compensate the CONTRACTOR for services provided by the CONTRACTOR, CITY agrees to pay CONTRACTOR, in the manner specified in the ITB, the amounts set forth in CONTRACTOR's response for work actually performed and completed pursuant to this CONTRACT, which amount shall be accepted by CONTRACTOR as full compensation for all such work. It is acknowledged and agreed by CONTRACTOR that this amount is the maximum payable and constitutes a limitation upon CITY's obligation to compensate CONTRACTOR for its services related to this CONTRACT. This amount, however, does not constitute a limitation, of any sort, upon CONTRACTOR's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. No amount shall be paid to CONTRACTOR to reimburse its expenses.

3.2 The CONTRACTOR and the CITY shall abide by the Florida Prompt Payment Act, FL SS. 218.70-218.80.

ARTICLE 4

TERMINATION OR SUSPENSION

4.1 This CONTRACT may be terminated for convenience by the CITY. Termination for convenience by the CITY shall be effective on the termination date stated in written notice provided by CITY, which termination date shall be not less than thirty (30) days after the date of such written notice. This CONTRACT may also be terminated by the City Manager upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines

that termination is necessary to protect the public health or safety. The parties agree that if CITY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

4.2 This CONTRACT may be terminated for cause for reasons including, but not limited to, CONTRACTOR's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to provide the specified products and services; or failure to continuously perform the services in a manner calculated to meet or accomplish the objectives as set forth in this CONTRACT. The termination date shall be no more than ten (10) days after the date of such written notice.

4.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this CONTRACT except that notice of termination by the City Manager, which the City Manager deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this CONTRACT.

4.4 In the event this CONTRACT is terminated for convenience, CONTRACTOR shall be paid for any services properly performed under the CONTRACT through the termination date specified in the written notice of termination. CONTRACTOR acknowledges and agrees that it has received good, valuable and sufficient consideration from CITY, the receipt and adequacy of which are, hereby acknowledged by CONTRACTOR, for CITY's right to terminate this CONTRACT for convenience.

4.5 In the event this CONTRACT is terminated for any reason, any amounts due CONTRACTOR shall be withheld by CITY until all documents are provided to CITY pursuant to Section 6.1 of Article 6.

4.6 Should at any time during the term of this CONTRACT, including any option terms, the CONTRACTOR is in violation of any of the terms and conditions of this CONTRACT, the City shall have the right to suspend the CONTRACTOR until the violation is resolved to the satisfaction of the City. If the violation is not promptly resolved or is of such serious nature that the City determines that suspension is not adequate, the City reserves the right to terminate for cause.

4.6.1 In the event a CONTRACTOR is terminated, the City may assign the CONTRACT to another CONTRACTOR, or seek a new CONTRACTOR, until the CONTRACT is re-let, or until the end of the CONTRACT term then in effect, at its sole option and shall reserve all legal remedies for damages and other relief.

ARTICLE 5

EEO AND ADA COMPLIANCE

5.1 CONTRACTOR shall not unlawfully discriminate on the basis of race, color, national origin, sex, religion, age, political affiliation or disability in the performance of this CONTRACT, the solicitation for or purchase of goods or services relating to this CONTRACT, or in subcontracting work in the performance of this CONTRACT. CONTRACTOR shall include the foregoing or similar language in its CONTRACTs with any subcontractors or subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure to comply with

the foregoing requirements is a material breach of this CONTRACT, which may result in the termination of this CONTRACT or such other remedy as CITY deems appropriate.

5.2 CONTRACTOR shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this CONTRACT. CONTRACTOR shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

ARTICLE 6

MISCELLANEOUS

6.1 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this CONTRACT are and shall remain the property of CITY; and, if a copyright is claimed, CONTRACTOR grants to CITY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this CONTRACT, any reports, photographs, surveys, and other data and documents prepared by CONTRACTOR, whether finished or unfinished, shall become the property of CITY and shall be delivered by CONTRACTOR to the CONTRACT Administrator within seven (7) days of termination of this CONTRACT by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

6.2 AUDIT RIGHT AND RETENTION OF RECORDS

CITY shall have the right to audit the books, records, and accounts of CONTRACTOR and its subcontractors that are related to this Project. CONTRACTOR and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of CONTRACTOR and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CONTRACTOR or its subcontractor, as applicable, shall make same available at no cost to CITY in written form.

CONTRACTOR and its subcontractors shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Contract. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is applicable to CONTRACTOR's and its subcontractors' records, CONTRACTOR and its subcontractors shall comply with all requirements thereof; specifically, to:

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

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

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

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

e. If CONTRACTOR does not comply with this section, the CITY shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

No confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

CONTRACTOR shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section 6.2.

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 AT (954-480-4215, WEB.CLERK@DEERFIELD-BEACH.COM, CITY OF DEERFIELD BEACH, CITY CLERK'S OFFICE, 150 NE 2ND AVENUE, DEERFIELD BEACH, FL 33441).

6.3 COMPLAINTS AND DISPUTES: All complaints concerning misconduct on the part of the CONTRACTOR or disputes between City staff and the CONTRACTOR are referred to the City Manager or his designee, who shall conduct investigations and inquiries, including discussions with the CONTRACTOR and involved staff. The determinations of the City Manager or designee shall be binding upon the parties, and failure of the CONTRACTOR to follow any such determination could be considered a material breach and subject the CONTRACTOR to termination for cause. The CONTRACTOR agrees that any complaints received by the City concerning misconduct on the part of the CONTRACTOR, such as excessive charges, poor business practices etc., will be referred to the Office of the City Manager for appropriate action. The CONTRACTOR agrees to make any complaints concerning the City of Deerfield Beach available to the Office of the City Manager for action as required.

6.4 THIRD PARTY BENEFICIARIES
Neither CONTRACTOR nor CITY intends to directly or substantially benefit a third party by this CONTRACT. Therefore, the parties agree that there are no third-party beneficiaries to this CONTRACT and that no third party shall be entitled to assert a right or claim against either of them based upon this CONTRACT.

6.5 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR CITY:

Burgess Hanson, City Manager
City of Deerfield Beach
150 NE 2nd Avenue
Deerfield Beach, FL 33441

FOR CONTRACTOR:

Brent Shonka
3710 Corporex Park Drive
Suite 205
Tampa, FL 33619

6.6 MATERIALITY AND WAIVER OF BREACH

CITY and CONTRACTOR agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this CONTRACT and that each is, therefore, a material term hereof.

CITY's failure to enforce any provision of this CONTRACT shall not be deemed a waiver of such provision or modification of this CONTRACT. A waiver of any breach of a provision of this CONTRACT shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this CONTRACT.

6.7 SEVERANCE

In the event a portion of this CONTRACT is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONTRACTOR elects to terminate this CONTRACT. An election to terminate this CONTRACT based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

6.8 JOINT PREPARATION

Each party and its counsel have participated fully in the review and revision of this CONTRACT and acknowledge that the preparation of this CONTRACT has been their joint effort. The language agreed to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this CONTRACT shall be interpreted as to its fair meaning and not strictly for or against any party.

6.9 WAIVER OF JURY TRIAL

By entering into this CONTRACT, CONTRACTOR, and CITY hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this CONTRACT.

6.10 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this CONTRACT and executed by the CITY and CONTRACTOR or others delegated authority to or otherwise authorized to execute same on their behalf.

6.11 PRIOR CONTRACTS

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, CONTRACTs, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, CONTRACT, or understanding concerning the subject matter of this CONTRACT that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or CONTRACT, whether oral or written.

6.12 REPRESENTATION OF AUTHORITY

Each individual executing this CONTRACT on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this CONTRACT, duly authorized by all necessary and appropriate action to execute this CONTRACT on behalf of such party and does so with full legal authority.

6.13 MULTIPLE ORIGINALS

Multiple copies of this CONTRACT may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

IN WITNESS WHEREOF the parties have caused these presents to be executed.

Witnesses:

_____

_____

CITY OF DEERFIELD BEACH

By: _____
BURGESS HANSON, CITY MANAGER

Date: 4/4/19

ATTEST:

_____
SAMANTHA GILLYARD, CMC, CITY CLERK

APPROVED AS TO FORM:

_____
ANDREW S. MAURODIS, CITY ATTORNEY

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE INCORPORATED OR NON-INCORPORATED FORMAT, AS APPLICABLE.

[If incorporated sign below.]

CONTRACTOR

ATTEST:

Paul Bahn

(~~Secretary~~) Treasurer

(Corporate Seal)

Sulphuric Acid Trading Company, Inc.

(Name of Corporation)

By Brent Shonka

(Signature)

Brent Shonka, General Manager

(Type Name/Title Signed Above)

22 day of March, 2019.

[If non-incorporated sign below.]

CONTRACTOR

WITNESSES:

(Name)

By

(Signature)

(Type Name Signed Above)

____ day of _____, 20___.

CITY REQUIRES TWO (2) FULLY-EXECUTED CONTRACTS FOR DISTRIBUTION.

1	Sulfuric Acid 93% for Water Treatment Plant Operations as per bid documents.					
	Supplier	**QTY**	**UOM**	**Unit Price**	**Extended**	**Supplier Notes**
	Sulphuric Acid Trading Company, Inc.	15,606	ton	$180.00	$2,809,080.00	Price quoted is for single point delivery, with one hour free unloading time followed by detention billed at $45.00 per half hour thereafter. If tractor air is required a $25.00 charge will be applied. If a load is required to be split into different tanks a $90.00 charge would apply. Holiday deliveries - $250.00 fee per load (includes: Thanksgiving, Christmas Eve, Christmas Day, New Years Day, Easter, Independence Day).
	Shrieve Chemical	15,606	ton	$183.50	$2,863,701.00	

	Product Offered and Manufacurer Name.	
	Supplier	
	Sulphuric Acid Trading Company, Inc.	NSF Certified, 93% Sulfuric Acid
	Shrieve Chemical	MOSAIC Fertilizer

	Percentage H2SO4.	
	Supplier	
	Sulphuric Acid Trading Company, Inc.	93.85%
	Shrieve Chemical	93%

	Minimum Percentage of Sulfuric Acid.	
	Supplier	
	Sulphuric Acid Trading Company, Inc.	93.20%
	Shrieve Chemical	93.20%

	Average Percentage of Sulfuric Acid.	
	Supplier	
	Sulphuric Acid Trading Company, Inc.	93.50%
	Shrieve Chemical	93.60%

	Specific Gravity at 60 degrees Fahrenheit.	
	Supplier	
	Sulphuric Acid Trading Company, Inc.	1.8366
	Shrieve Chemical	1.835

Product Weight (pounds per gallon).	
Supplier	
Sulphuric Acid Trading Company, Inc.	15.3
Shrieve Chemical	15.3

Iron as Fe (ppm).	
Supplier	
Sulphuric Acid Trading Company, Inc.	25
Shrieve Chemical	20

Minimum Order Requirement in Tons.	
Supplier	
Sulphuric Acid Trading Company, Inc.	24
Shrieve Chemical	24

Delivery Time after Receipt of Order in Calendar Days.	
Supplier	
Sulphuric Acid Trading Company, Inc.	1
Shrieve Chemical	1

Index Used for Price Adjustments.	
Supplier	
Sulphuric Acid Trading Company, Inc.	Producer Price Index
Shrieve Chemical	Green Markets, Sulfur Postings, Recovered LT, Tampa c Contract

State Telephone Number for Placement of Orders.	
Supplier	
Sulphuric Acid Trading Company, Inc.	800-633-1358
Shrieve Chemical	281-367-4226

State E-mail Address for Placement of Orders	
Supplier	
Sulphuric Acid Trading Company, Inc.	kbain@satcoinc.net
Shrieve Chemical	cbertalotto@shrieve.com

State Telephone Number for Emergency Contact after Regular Business Hours.	
Supplier	
Sulphuric Acid Trading Company, Inc.	800-633-1358
Shrieve Chemical	281-367-4226

2018-19/22

Sulphuric Acid Trading Company, Inc.

Supplier Response

Event Information

Number: 2018-19/22
Title: Sulfuric Acid 93% for Water Treatment Plant Operations
Type: Invitation to Bid
Issue Date: 2/22/2019
Deadline: 3/7/2019 02:00 PM (ET)
Notes: The City of Deerfield Beach is requesting sealed bids for Sulfuric Acid 93% for Water Treatment Operations in accordance with the terms, conditions, and specifications within this solicitation.

Contact Information

Contact: Paul Collette, Buyer
Address: 401 SW 4th Street

Purchasing and Contract Administration Division
A
2nd
Deerfield Beach, FL 33441
Phone: (954) 480-4418
Fax: (954) 480-4388
Email: pcollette@deerfield-beach.com

Sulphuric Acid Trading Company, Inc. Information

Contact: Brent Shonka
Address: 3710 Corporex Park Drive
Suite 205
Tampa, FL 33619
Phone: (813) 225-2000
Fax: (813) 225-1001
Toll Free: (800) 633-1358
Email: satco@satcoinc.net

By submitting this Response I affirm I have received, read and agree to the all terms and conditions as set forth herein. I hereby recognize and agree that upon execution by an authorized officer of the City of Deerfield Beach, this Response, together with all documents prepared by or on behalf of the City of Deerfield Beach for this solicitation, and the resulting Contract shall become a binding agreement between the parties for the products and services to be provided in accordance with the terms and conditions set forth herein. I further affirm that all information and documentation contained within this response to be true and correct, and that I have the legal authority to submit this response on behalf of the named Supplier (Offeror).

Brent Shonka
Signature

satco@satcoinc.net
Email

Submitted at 3/7/2019 11:31:53 AM

Supplier Note

See page 10 of bid document "Supplier Notes". Uploaded under response attachments.

Requested Attachments

Certification of Product — NSF Product Listing 2019.pdf

Offerors shall submit with their Response Attachments proof of certification that the product offered conforms to NSF Standard 60 per the State of Florida Administrative Code.

Certified Laboratory Tests — Certified Laboratory Test.pdf

Offerors shall submit with their Response Attachments a certified laboratory tests within the past six (6) months to substantiate minimum and average figures, along with a typical analysis of the Sulfuric Acid 93% product offered listing all impurities.

Detailed Technical Product Specifications — QD073 SATCO Spec 93%-95%.pdf

Offerors shall submit with their Response Attachments detailed technical product specifications for the product offered.

Material Safety Data Sheet (MSDS) — QD078 SATCO GHS SDS .pdf

Offerors shall submit with their Response Attachments applicable Material Safety Data Sheet (MSDS) for the product(s) offered.

Proof of Insurability — SATCO COI Liability-Auto Evidence of Insurance 2018-2019.pdf

Provide proof of insurability meeting the minimum insurance requirements stated in INSURANCE REQUIREMENTS. This is typically accomplished by submitting a current and active Certificate of Insurance, a sample (for bidding purposes only) Certificate of Insurance, or a letter from the insurer certifying that the Offeror does have the capacity and capability to obtain the required insurance.

Local Business Tax Receipt — City Tampa Business thru 9.30.2019.pdf

Submit a copy of your firms local business tax receipt for the principal place of business.

Certified Business Entity (CBE) Certification, if applicable *No response*

Submit a copy of your firms CBE Certification or your identified subcontractor's CBE Certification if claiming your firm is a CBE pursuant to the City's Disadvantaged Business Enterprise Program. Please reference Section III – General Terms and Conditions, Article 20.

Attachment A - References 1922_Attachment_A_-_References.docx

Offerors shall complete this form and provide it with their Response Attachments.

W-9 Form SATCO W-9.pdf

Submit a copy of your firms W-9 Form.

Response Attachments

SATCO BOD GM Authorization.pdf

GM approval to sign bids and contracts.

Hills Co Business Tax 2018-2019.pdf

Hillsborough County Business License

Supplier Information - SATCO.pdf

Page 10 - Supplier Information

Bid Attributes

1	**Drug-Free Workplace Programs** Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In accordance with Florida Statutes, Chapter 287, Section 287.087, Vendor hereby affirms that their business does: (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition. (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations. (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1). (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction. (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted. (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section. Yes

2 Indemnification

To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless the City, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorney fees, court costs, or other alternative dispute resolution costs arising out of or resulting from the performance of work under this Agreement; provided that any such claims, damages, losses or expenses are attributable to bodily injury, sickness, disease, death, or personal injury, or property damage; but only to the extent caused in whole or in part by the negligent acts, errors, or omissions of the Contractor, Contractor's subcontractor(s), or anyone directly or indirectly employed or hired by Contractor or anyone for whose acts Contractor may be liable, or regardless of whether or not caused in whole or in part by the negligent acts, errors, or omissions of the City its officers, agents, volunteers, or employees, unless such negligent acts, errors, or omissions constitute gross negligence or intentional misconduct. The City reserves the right, but not the obligation, to participate in defense without relieving Contractor of any obligation hereunder. Contractor agrees this indemnity obligation shall survive the completion or termination of the Agreement.

Vendor Indemnifies City

3 Non-Collusive Affirmation

1. Vendor is an authorized Owner, Partner, Officer, Representative, or Agent of the business entity submitting a response to the subject solicitation; 2. Vendor is fully informed respecting the preparation and contents of the response and of all pertinent circumstances respecting such response; 3. Such response is genuine and is not a collusive or sham response; 4. Neither the vendor nor any of its Officers, Partners, Owners, Agents, Representatives, Employees or Parties in interest, including this affirmant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm, or person to submit a collusive or sham response in connection with the work for which the response has been submitted; or to refrain from submitting a response in connection with such work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with a vendor, firm or person to fix the price or prices in the attached response or of any other vendor, or to fix an overhead, profit, or cost elements of the submitted price(s) or the submitted price(s) of any other vendor, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work; 5. The price or prices quoted in the response are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the vendor or any other of its agents, representatives, owners, employees or parties in interest, including this affirmant.

Non-Collusion Affirmed

4 Convicted / Suspended / Discriminatory / Complaints Vendor Lists

An Offeror who is on any of the following lists is ineligible for award of the contract, and may not submit a response. A response submitted by an Offeror that is on any of these lists shall be rejected without further consideration. A person or affiliate who was placed on the convicted offenders list following a conviction of a public entity crime 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 F.S. § 287.017 for category two for a period of 36 months following the date of being placed on the convicted vendor list. FLORIDA DEPARTMENT OF MANAGEMENT SERVICES: Convicted Vendor List [pursuant to Section 287.133(3)(d), Florida Statutes] Suspended Vendor List (pursuant to Rule 60A-1.006, Florida Administrative Code) Discriminatory Vendor List Federal Excluded Parties List [pursuant to Sections 287.057(1), (2) and (3), Florida Statutes, and Rule 60A-1.006(1), Florida Administrative Code. Vendor Complaint List (end list) Offeror affirms that they are not one any of these lists (Convicted Vendor List, Suspended Vendor List, Discriminatory Vendor List, Federal Excluded Parties List, Vendor Complaint List). and that no action or inaction has been taken to warrant inclusion on any of these lists.

Affirmed

5 Local Vendor Affirmation

1. Vendor affirms it has a principal place of business located within the City of Deerfield Beach for a period of at least one year prior to the date of the release of this solicitation as evidenced by a local business tax receipt. VENDOR SHALL ATTACH LOCAL BUSINESS TAX RECEIPT TO THE RESPONSE. 2. Vendor further affirms it has not had a history within the prior five (5) years of non-performance, delinquent fees, liens, or code violations.

I am not a local vendor.

6 **Certified Business Entity Affirmation**

1. Vendor affirms it or one of its named subcontractors performing at least 50 % of the work to be performed is a Disadvantaged Business Enterprise as evidenced by a Certified Business Entity Certificate. If meeting the SDBE goal through the use of a subcontractors, Offeror must provide a detailed explanation of the type of work to be performed by those subcontractors and how the work equates to 50% or more of the work. VENDOR SHALL ATTACH CBE CERTIFICATION DOCUMENTATION FOR EACH NAMED TO THE RESPONSE TO THIS SOLICITATION. Please reference Section III – General Terms and Conditions, Article 20 for list of acceptable certifying organizations. 2. Vendor further affirms it has not had a history within the prior five (5) years of non-performance, delinquent fees, liens, or code violations.

I am not a Disadvantaged Business Entity

7 **Ethics Code Disclosure**

Pursuant to Section 2-505 Chapter 2, Article IX, Known as the City of Deerfield Beach Ethics Code, any applicant for a land use change or development permit requiring approval of the City Commission or any person/entity seeking a City agreement through an Invitation to Bid, request for qualifications or sealed bids process must provide the following information: a. Include a listing of all campaign contributions to a city commissioner in the past four (4) years, as well as contributions of all officers, directors, shareholders of a corporation (if the applicant is a corporation) or partners (if the applicant is a partnership), or members whether generally or limited (if it's a limited liability company): b. Disclose all those items that a regulated officer is required to disclose concerning any conflict, whether actionable or non-actionable: c. Disclose any action that is a violation of this Ethics Code by a regulated officer with the applicant and/or applicant's agents, and what was done to rectify the violation: If ANY OF THE ABOVE ARE APPLICABLE, ATTACH TO THE RESPONSE ALL NECESSARY AND RELEVANT INFORMATION AND DOCUMENTATION AS INDICATED IN EACH STATEMENT (a., b., and c.)

Not Applicable

8 **Completing the Statements of Qualification**

All statements and questions require a response and shall be completed as required. Should a statement or question not apply, "not applicable", "none", or a similar statement is sufficient.

9 **Individuals with legal authority to contract**

In this section include the name and title of each corporate officer, principal, partner, member, or individual, depending on the business structure, with the legal authority to contractually bind the business. IF THE RESPONSE IS BEING SUBMITTED BY ANYONE OTHER THAN THOSE LISTED, PROVIDE EVIDENCE OF DELEGATED AUTHORITY ON COMPANY LETTERHEAD AND ATTACH SAID EVIDENCE TO THIS RESPONSE.

Brent Shonka, General Manager

10 **Compliance with Florida Factitious Name Statute**

If you are operating under a factitious name attach evidence of compliance with the Florida Factitious Name Statute, FL Statute 865.09, to this response.

11 **Former Business Names**

Under what other former names has your organization or principals holding at least 30% interest operated?

None

12 **Years of Experience**

How many years has your company been in business providing the products and services that are subject to this solicitation?

30

13 **References**

Please confirm you have provided your references on the attached reference sheet. References will be checked and complete and accurate contact information is required.

Provided

14 **Licenses and Certifications**

I have attached to this response all licenses and certifications required by and relevant to this solicitation and the work to be performed for both the business entity and individuals.

Yes

15 **Default and Non-Performance History**

Have you ever been found in default of a contract, failed to complete any work awarded to you, or otherwise been notified of issues of non-performance by a party to any contract with your business? If yes, provide details.

No

16 **Criminal Litigation History**

Does your firm, any principals, staff, employees, or subcontractors who will be assigned to this contract have a conviction or a plea of nolo contendere, regardless of when the plea or conviction occurred, which includes a felony or misdemeanor involving terrorist behavior, violence, use of a dangerous weapon, crimes of moral turpitude or breach of trust/fiduciary responsibility or which raises concerns about building, system, or personal security or is otherwise a job-related crime? If so please provide details?

No

17 **Conflicts of Interest**

Offeror affirms that they read and understand Florida Statute 112.313, Standards of conduct for public officers, employees of agencies, and local government attorneys. For purposes of determining any possible conflicts of interest, all respondents must disclose if any City of Deerfield Beach employee is also an owner, or employee of their business. If yes, give person(s) names(s) and position(s) and you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313 with your business.

No

Bid Lines

1 Sulfuric Acid 93% for Water Treatment Plant Operations as per bid documents.

Quantity: 15606 UOM: ton Unit Price: $180.00 Total: $2,809,080.00

Item Notes: Quantity is estimated and based on previous annual usage for all Co-Op Agencies listed under the Attachments Tab, Exhibit A - Participating Agencies.

Item Attributes

1. Product Offered and Manufacturer Name.

NSF Certified, 93% Sulfuric Acid

2. Percentage H2SO4.

93.85%

3. Minimum Percentage of Sulfuric Acid.

93.2%

4. Average Percentage of Sulfuric Acid.

93.5%

5. Specific Gravity at 60 degrees Fahrenheit.

1.8366

6. Product Weight (pounds per gallon).

15.3

7. Iron as Fe (ppm).

25

8. Minimum Order Requirement in Tons.

24

9. Delivery time after receipt of order in calendar days.

1

10. Index Used for Price Adjustments

Offeror shall state the Index used for price adjustments (Producer Price Index - Commodities (PPI) for Chemicals and Allied Products, Sulfuric Acid (Commodity Code 0613020T1) or (Green Markets, Sulfur Postings, Recovered LT, Tampa c Contract).

Producer Price Index

11. State telephopne number for placement of orders.

(800) 633-1358

12. State e-mail address for placement of orders.

kbain@satcoinc.net

13. State telephone number for emergency contact after regular business hours.

(800) 633-1358

Response Total: $2,809,080.00

SATCO
Sulphuric Acid Trading Company, Inc.

3710 Corporex Park Drive, Suite 205
Tampa, Fl 33619
Telephone (813) 225-2000
Fax (813) 225-1001

Sulphuric Acid Specification

Property	**Unit**	**Guaranteed**
H_2SO_4	%	93.2 min.
	%	95.5 max
Specific Gravity at 60 ^{O}F		1.84

Property	**Unit**	**Typical***
Clarity @ 500 NM	%	> 70
Color	APHA	< 50
Turbidity	NTU	< 60
Iron	ppm	< 50
Sulphur Dioxide (SO_2)	ppm	< 50
Nitrogen Oxides (NO_3)	ppm	< 10
Mercury	ppm	< 0.5
Arsenic	ppm	< 2

**Typical values are analyzed on a quarterly basis. These properties are listed for reference and are not guaranteed.*

Produced sulphuric acid is normally a clear and particle free product. Transportation and handling equipment (pumps, storage tanks, truck trailers, rail cars etc.) generate particulates that could be visible in the sulphuric acid. For process or applications that require particle free product, acid filtration equipment is recommended.

SATCO, Inc. is NSF/ANSI Standard 60 Certified and Registered to ISO 9001.

The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Monday, January 07, 2019** at 12:15 a.m. Eastern Time. Please contact NSF to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information: http://info.nsf.org/Certified/PwsChemicals/Listings.asp?Company=0F460&Standard=060&

NSF/ANSI 60
Drinking Water Treatment Chemicals - Health Effects

Sulphuric Acid Trading Company, Inc. (SATCO)
3710 Corporex Park Drive
Suite 205
Tampa, FL 33619
United States
800-633-1358
813-225-2000

Facility : Mulberry, FL

Sulfuric Acid

Trade Designation	*Product Function*	*Max Use*
Sulfuric Acid	Corrosion & Scale Control pH Adjustment	50mg/L
Sulphuric Acid	Corrosion & Scale Control pH Adjustment	50mg/L

Facility : Tampa, FL

Sulfuric Acid

Trade Designation	*Product Function*	*Max Use*
Sulfuric Acid	Corrosion & Scale Control pH Adjustment	50mg/L
Sulphuric Acid	Corrosion & Scale Control pH Adjustment	50mg/L

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Number of matching Manufacturers is 1

Number of matching Products is 4

Processing time was 0 seconds

IAC Tampa
3904 Corporex Park Dr., St.145
Tampa, Florida 33619 United States of America
T: 813-246-5115
F: 813-246-9042

Certificate of Analysis

Vessel / Shore Tank:	Chem Polaris	**Sample Submitted By:**	IAC Tampa
Product:	Sulfuric Acid	**Analysis Performed By:**	IAC Tampa
Client Reference:	None	**Date Sampled:**	09-Dec-2018
Terminal / Port / Office:	Satco	**Date Received:**	10-Dec-2018
Job ID:	USTAM-18-00663	**Date Reported:**	10-Dec-2018
Submission ID:	018-1800564		
Comments :			

	Tank 5	
	018-1800564-01-003	Running
Method	**Test**	**Results**
ASTM E223	Assay , Wt %	93.46
ASTM D4052	Specific Gravity @ 15.56 °C	1.8361

For Inspectorate

Jamilur Rahman, Lab Technician

Dated Revision

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/29/2019

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

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

PRODUCER Marsh USA, Inc. 1166 Avenue of the Americas New York, NY 10036 CN103177417-SATCO-ACORD-18-	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED Sulphuric Acid Trading Company, Inc. 3710 Corporex Park Drive Suite 205 Tampa, FL 33619	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** National Union Fire Insurance Co. of Pittsburgh, PA — 19445 **INSURER B :** Mitsui Sumitomo Insurance USA Inc — 22551 **INSURER C :** N/A — N/A **INSURER D :** Illinois Union Insurance Co — 27960 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** NYC-010626771-02 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	X		45780547	12/31/2018	12/31/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			BVR8302070	09/30/2018	09/30/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 25,000			See Acord 101	12/31/2018	12/31/2019	EACH OCCURRENCE AGGREGATE 	$ 1,000,000 $ 1,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
D	POLLUTION LIABILITY SIR: $100,000			G24883930 006	09/30/2016	09/30/2019	Each Occurrence Aggregate	10,000,000 10,000,000

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

City of Deerfield Beach and City of Deerfield Beach Commission is included as additional insured where required by written contract. Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions.

CERTIFICATE HOLDER

City of Deerfield Beach
150 NE 2nd Avenue
Deerfield Beach, FL 33441

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Stan Schiff

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AGENCY CUSTOMER ID: CN103177417
LOC #: New York

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Marsh USA, Inc.	Sulphuric Acid Trading Company, Inc. 3710 Corporex Park Drive Suite 205 Tampa, FL 33619
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Bumbershoot Liabilities

Policy No.: 045780550
Carrier: National Union Fire Insurance Company of Pittsburgh, PA
Limit: 50%

Policy No.: NYABDE5002
Carrier: Liberty Mutual Insurance Company
Limit: 25%

Policy No.: OLM2510005
Carrier: Mitsui Sumitomo Insurance Company of America
Limit: 25%

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/28/2019

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

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

PRODUCER Liberty Mutual Insurance Co. National Insurance East 2000 Westwood Dr. Wausau, WI 54401 www.LibertyMutual.com	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: CMeCertProduction@LibertyMutual.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Liberty Mutual Fire Insurance Company — 23035
INSURED Landrum Human Resource Companies, Inc., Etal 6723 Plantation Road Pensacola FL 32504-0698	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 47777911 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A	✓	WA2-65D-428303-069 WC2-651-291281-169	1/1/2019 1/1/2019	1/1/2020 1/1/2020	✓ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)						E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

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

Workers Compensation coverage for Employees leased to but not subcontractors of Sulphuric Acid Trading Company, Inc.
Waiver of subrogation is included in favor of the certificate holder, where required by written contract, and where applicable by law.

CERTIFICATE HOLDER

City of Deerfield Beach
150 NE 2nd Avenue
Deerfield Beach FL 33441

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Roberta Johnson

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City of Dania Beach
City Attorney Memorandum

DATE: 2/11/2025

TO: Mayor and Commissioners

FROM: Ana M. Garcia, City Manager

VIA: Eve A. Boutsis, City Attorney

SUBJECT: Resolution Regarding the City Logo Policy

Request:
To Amend the City's Logo Policy

Background:
In 2019, the City Commission adopted a Logo Policy authorizing the City to use the Logo, under certain strict conditions (as to color and precluding modifications). The City Commission also require third parties to seek authorization to use the City's logo. The City seeks to clarify the policy so that for any event that the City sponsors or provides budgeted funds shall be authorized to use the City's logo. As to any use of the City Commission's discretionary funds, shall include a request to use the City's logo, on a case-by-case basis.

Budgetary Impact
No budgetary impact is anticipated

Recommendation
That the City Commission approve the resolution.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING RESOLUTION NO. 2018-031, AND 2018-043, RELATING TO THE CITY'S BRAND DESIGN AND LOGO, TO CLARIFY WHEN THE LOGO CAN BE USED; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on February 27, 2018, the City Commission adopted Resolution No. 2018-031, which adopted the City's New Logo, Design, Seal, Tagline, Brand Statement, Brand Standards and Plan; and

WHEREAS, the City seeks to clarify the Logo Policy as indicated below;

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 are incorporated into this Resolution by this reference.

Section 2. That the City Commission decides who and when the City can use the Logo, which currently includes entry-way signs, labelling on banners, uniforms, and events. All other uses must be approved by the City Commission. The City seeks to clarify that any event that the City sponsors or provides budgeted funds for shall be authorized to use the City's Logo. Any use of discretionary funds of the City Commission shall provide for a request to use the City's Logo, on a case-by-case basis. Additionally, should the city administration authorize media related articles to publish, the article may contain the City's logo (i.e. Greater Florida or Business View articles).

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

Section 4. That this Resolution shall be effective 10 days after passage.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

PASSED AND ADOPTED on _____, 2025.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION:	Unanimous ____	
	Yes	No
Commissioner Lori Lewellen	____	____
Commissioner Luis Rimoli	____	____
Commissioner Archibald J. Ryan IV	____	____
Vice Mayor Marco Salvino	____	____
Mayor Joyce L. Davis	____	____

ATTEST:

_____
ELORA RIERA, MMC
CITY CLERK

_____
JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

_____
EVE A. BOUTSIS
CITY ATTORNEY

From: **Thomas Hiley** <thomas@businessviewmagazine.com>
Date: Thu, Dec 5, 2024 at 10:11 AM
Subject: Fwd: Dania Beach, FL - 2025
To: Singh, Maxine <msingh@daniabeachfl.gov>

Maxine
Thanks for getting back to me, we're looking forward to including Dania Beach in our ongoing series focusing on growth and development in Florida for our March 2025 issue of *Business View: CIvil & Municipal*.

The production process is the same as our feature on Dania Beach in 2024

Pre-production Materials

Please see below for an overview of what we will need in terms of pre-production materials. We would like to have these materials confirmed by **December 10th.**

The last material item below can be uploaded before or after the interview depending on your preference and if you would like to compare content. It is the last item we require.

10+ high-resolution images: interview participant headshots, municipal logo, public community events, greenspace photos, municipal landmarks, and/or any other choice graphics.

Thanks again for taking the time to put this together. I'm looking forward to working with you to ensure a successful feature. Once the feature has been completed and your new custom brochure is ready to promote, we will be happy to talk with your IT team to discuss the integration of your feature on the major search engines, your municipal website, and through cross-promoting our social media pages. If there is anyone else in your administration who you would like me to connect with on any of the materials please let me know and I would be happy to work with them.

Please don't hesitate to contact me should you have any questions or queries regarding these materials.

City of Dania Beach
Public Services Memorandum

DATE: 2/11/2025

TO: Mayor and Commissioners

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

VIA: Fernando J. Rodriguez, Public Services Director
Sean Schutten, Deputy Public Services

SUBJECT: **AUTHORIZATION TO AWARD ITB NO. 2024-020- "DANIA BEACH CITY HALL WINDOW AND DOOR REPLACEMENT"**

Request:
The Public Services Department (PSD) is requesting City Commission approval to award Bid ("ITB") No. 2024-020 "Dania Beach City Hall Window and Door Replacement" to VPR Construction Corp. (*Public Services)*

Background:
Due to age and wear, the City Hall windows and doors no longer meet current energy conservation and hurricane safety standards. Replacement of these components will improve the building's resistance to hurricane force winds as well as significantly enhance energy efficiency.
The project's ITB No. 2024-020 "Dania Beach City Hall Window and Door Replacement" was advertised in the Sun-Sentinel on July 16, 2024, and was also made available on the City's website and Demand-Star. On August 23, 2024, the bids were opened in a public forum. The city received eight submissions from the following bidders:

Maximum Shutters Systems	$112,836.68
X10 Construction	$242,933.00
Fresco Inspections & Consulting, LLC	$250,424.68
A-1 Property Services Group, Inc.	$259,621.99
TechGroupOne, Inc.	$265,501.50
VPR Construction Corp	$378,995.09
Timekey Enterprise	$951,270.32
Best Home Protection	$1,188,982.33

The Bid Committee, which included Community Development Director Eleanor Norena, Project Manager Megan Yany, CIP and Grants Administrator Sean Schutten, and Jenna Marinetti of Calvin Giordano & Associates, Inc., conducted a thorough review of all submissions. The low bidder was not selected because of alterations identified in the bid form, the second lowest bidder did not provide bid security and was therefore disqualified. References for the next two lowest

bidders indicated that their work experience was different than that required by the scope of this project, and the following bidder was not able to produce the bond required. Based on their evaluation, competitive pricing, and reference check, the Bid Committee selected VPR Construction Corp. as the most responsive bidder.

Budgetary Impact

The proposed contract with VPR Construction Corp. will cost $378,995.09. Funding for this contract will be appropriated from the Grants Fund/Infrastructure Improvements other than Buildings Account No. 103-18-65-519-63-10.

Recommendation

PSD recommends approval to award Bid ("ITB") No. 2024-020 "City Hall Campus Improvements Dania Beach City Hall Window and Door Replacement" to VPR Construction Corp.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, AUTHORIZING THE AWARD OF INVITATION TO BID NO. 24-020, "DANIA BEACH CITY HALL WINDOW AND DOOR REPLACEMENT" TO VPR CONSTRUCTION, INC., IN AN AMOUNT NOT TO EXCEEED THREE HUNDRED AND SEVENTY-EIGHT THOUSAND NINE HUNDRED AND NINETY-FIVE DOLLARS AND NINE CENTS ($378,995.09), PLUS A TEN PERCENT (10%) CONTINGENCY FOR UNFORSEEN CIRCUMSTANCES; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, due to age and wear, City Hall's windows and doors are not hurricane rated and not energy inefficient; and

WHEREAS, City Hall has undergone expansion and renovations to its interior spaces, including an ongoing project in the Community Development Department, which further require the upgrade of windows and doors; and

WHEREAS, the City advertised Invitation to Bid ("ITB") No. 24-020 "Dania Beach City Hall Window and Door Replacements" on July 16, 2024, in Sun- Sentinel and On Demand Star, and received the responses below:

- Maximum Shutters Systems $112,836.68
- X10 Construction $242,933.00
- Fresco Inspections & Consulting, LLC $250,424.68
- A-1 Property Services Group, Inc. $259,621.99
- TechGroupOne, Inc. $265,501.50
- VPR Construction Corp $378,995.09
- Timekey Enterprise $951,270.32
- Best Home Protection $1,188,982.33; and

WHEREAS, the Bid Committee, Community Development Director Eleanor Norena, Project Manager Megan Yany, CIP and Grants Administrator Sean Schutten, and Jenna Marinetti of Calvin Giordano & Associates, Inc., reviewed the bid responses; and

WHEREAS, the two low bidders were not selected because the bid form was altered and a bid security not submitted; and

WHEREAS, the next two lowest bidders were not selected because referenced projects differed from the scope of work in ITB No. 2024-020; and

WHEREAS, the next lowest bidder was not selected because they could not produce the required bond; and

WHEREAS, the Bid Committee selected VPR Construction Corp. as the most responsive bidder.

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

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

Section 2. That the City Commission authorizes the proper City officials to execute an agreement with VPR Construction Corp. for City Hall window and door replacement, in accordance with the itemized schedule of costs plus a ten percent (10%) contingency for unforeseen circumstances, a copy of which is attached as Exhibit "A" and made a part of and incorporated into this Resolution by this reference. The City Manager shall be authorized to utilize the contingency as deemed necessary, in order to ensure no delays or standing time.

Section 3. The funding for this installation is appropriated and available within the Grants Fund/Infrastructure other than Bldgs. Account No. 103-18-65-519-63-10.

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 _____, 2025.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous ____

	Yes	No
Commissioner Lori Lewellen	____	____
Commissioner Luis Rimoli	____	____
Commissioner Archibald J. Ryan IV	____	____
Vice Mayor Marco Salvino	____	____
Mayor Joyce L. Davis	____	____

SIGNATURES ON THE FOLLOWING PAGE

ATTEST:

_____	_____
ELORA RIERA, MMC	JOYCE L. DAVIS
CITY CLERK	MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

_____
EVE A. BOUTSIS
CITY ATTORNEY

City of Dania Beach
City Attorney Memorandum

DATE: 2/11/2025

TO: Mayor and Commissioners

FROM: Eve A. Boutsis, City Attorney

VIA: Ana M. Garcia, City Manager

SUBJECT: Ordinance Regarding the City's Vacation Rental Ordinance

---

Request:
To amend Chapter 16 entitled Vacation Rental Ordinance to clarify three items.

-

Background:
The reporting by the Broward Sheriff's Office (BSO)/police department, or code compliance department of two or more incidents in a 12 month period of misdemeanor or any felony activities at the vacation rental property by a property owner, tenant or visitor/licensee, resulting in a police incident report that the activities also caused a disturbance of the neighborhood will provide a basis for suspension or revocation of a vacation rental certificate. Conviction or nolle prosecution of the misdemeanor or felony activities of the property owner, tenant, licensee, is not needed to support the suspension or revocation. Rather, the testimony of the officer that the misdemeanor or felony activities resulted in a disturbance of the quiet enjoyment or safety of the neighborhood shall be sufficient support of the city manager's decision to suspend or revoke a vacation rental certificate

Budgetary Impact
No budgetary impact

Recommendation
That the City Commission approve the ordinance on first reading.

ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, TO AMEND CHAPTER 16, ENTITLED "VACATION RENTALS", OF THE CITY'S CODE OF ORDINANCES BY AMENDING SECTION 16-2 TO CLARIFY ADVERTISING PROHIBITIONS FOR VACTION RENTALS, DEFINING VACTION RENTAL OCCUPANCY AND SPECIFICALLY REFERENCING THE CITY'S NOISE ORDINANCE; PROVIDING FOR CONFLICTS; CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has a grandfathered Vacation Rental ordinance in place, which is found at Chapter 16, of the City's Code; and

WHEREAS, the City desires to provide clarity as to three matters: (1) that a vacation rental property in the City is required to be leased for five consecutive days, and as such, any advertisement for the property should reflect this requirement or face a code violation; (2) defining vacation rental occupancy as those authorized to stay overnight in the property (no more than 10 persons), while allowing visitors, which could exceed the 10 person capacity – with the qualifier that these visitors cannot stay overnight; and (3) that the City amend the ordinance to specifically reference the City's noise ordinance provisions for clarity purposes; and

WHEREAS, these clarifications will resolve concerns raised in enforcement and will assist the City in better regulating vacation rentals, without interference with state law requirements.

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

Section 1. That the preceding "Whereas" clauses are ratified and incorporated as a record of the legislative intent of this Ordinance.

Section 2. That Chapter 16, entitled "Vacation Rentals" be amended as follows:

CHAPTER 16
VACATION RENTALS

* * *

Sec. 16-2. Vacation rentals.

* * *

(g) *Code violations.*

(1) If an owner of a dwelling unit used for vacation rentals has been cited and found to be in violation of a zoning, building, housing, density, life/safety or fire code or regulation by the county court or code enforcement special magistrate, the order of the court or special magistrate shall include payment of an administrative fee for each required inspection or re-inspection of the dwelling unit in an amount to be determined by resolution of the city commission. The required inspection fees shall be included as part of the administrative costs assessed by the city and shall be included in any liens filed by the city.

(2) Each day of renting a dwelling unit for vacation rental use without having a vacation rental certificate shall constitute a separate and distinct violation of this section.

(3) Advertising for less than five (5) consecutive days shall be indicia of a violation and shall result in a notice of violation to issue.

* * *

(i) *Vacation rental occupants.*

(1) Maximum occupancy of a dwelling unit for vacation rental use shall not exceed two (2) persons per bedroom plus two persons, but in no event shall the total occupancy of any single vacation rental dwelling unit exceed ten (10) persons or violate the minimum housing standards of chapter 8 "buildings" of this Code. Third persons may visit the occupants, but no more than 10 persons may stay overnight, as occupants of the vacation rental.

(2) The occupant(s) of each vacation rental dwelling unit should receive a written copy of this chapter and the city's pet, noise, and trash regulations.

(3) The written agreement between the property owner and the occupant(s) should specify all of the following:

(i) The name of all persons who will be occupying the unit;

(ii) The license tag numbers for all vehicles that the occupant(s) will be parking at the unit, with a total number not to exceed the number of legal parking spaces at the unit, as designated on the vacation rental certificate;

(iii) The occupant(s)' agreement to abide by all the requirements of this section, and acknowledgement that his or her rights under the agreement may not be transferred or assigned to anyone else without a new agreement being entered into between the new occupant(s) and the owner; and

(iv) The occupant(s)' acknowledgement and agreement that violation of the agreement or this section may result in immediate termination of the agreement and eviction from the vacation rental unit by the owner or resident agent, and potential liability for payment of fines levied by the city.

(v) The occupant(s") acknowledgement of knowledge of the City's noise ordinance – Section 17-81, of the City's Code of Ordinances, which provides that it is unlawful to allow noise that can be heard from distance of one hundred (100) feet from the

building; and between the hours of 11:00 p.m. and 7:00 a.m., it shall be unlawful and considered an unreasonably loud sound to cause or permit to originate from the real property he, she, or it controls, any sound which can be heard from any property line of the emitting property.

(4) Occupants may only park in the spaces designated on the vacation rental certificate sketch.

(5) All occupants must evacuate from the vacation rental upon posting of any nonresident evacuation order.

* * *

Section 3. That all ordinances or part of ordinances in conflict with the provisions of the Ordinance are repealed.

Section 4. It is the intention of the Mayor and City Commission of the City of Dania Beach, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of the City of Dania Beach, Florida. The sections of this ordinance may be renumbered or re-lettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

Section 5. That this Ordinance shall be effective 10 days after passage on second reading.

PASSED on first reading on _____, 2025.

PASSED AND ADOPTED on second reading on _____ 2025.

First Reading:
Motion by: _____

Second by: _____

Second Reading:
Motion by: _____

Second by: _____

FINAL VOTE ON ADOPTION:	Unanimous ____	
	Yes	No
Commissioner Lori Lewellen	____	____
Commissioner Luis Rimoli	____	____
Commissioner Archibald J. Ryan IV	____	____

Vice Mayor Marco Salvino ____ ____

Mayor Joyce L. Davis ____ ____

ATTEST:

_____ _____

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

_____

EVE A. BOUTSIS
CITY ATTORNEY

City of Dania Beach
City Attorney Memorandum

DATE: 2/11/2025

TO: Mayor and Commissioners

FROM: Sponsor: Commissioner Luis Rimoli

VIA: Eve A. Boutsis, City Attorney

SUBJECT: Ordinance Amending Chapter 27 Relating to Irrigation

---

Request:
To amend Chapter 27 of the City's Code of Ordinances to update the City's schedule for authorized irrigation

Background:
Commissioner Luis Rimoli was contacted by a resident asking to change the times the City authorizes residents to irrigate their landscaping to better ensure conservation and more specifically ensure that children on their way to school or from school can use the sidewalks without risk of getting wet from sprinklers. This would ensure that children remain on the sidewalks and not risk walking in the roadways to avoid sprinklers.

The existing code provided that property owners can irrigate two times a week between 12:00 a.m. to 9:00 a.m. and 9:00 p.m. to 11:59 p.m. The modification proposes to change the hours to 12:00 a.m. to 6:00 a.m., and 6:00 p.m. to 11:59 p.m.

Irrigation regulations are found at Article II of Chapter 27. Part II was entitled "Water Use And Water Shortage Regulations", and seemed to indicate that the entire Article only addressed emergency water shortage regulations. The Article actually addressed emergency and standard regulations. Because of this ambiguity, the Title is being amended to reflect not only emergency regulations but also the standard, or regular regulation of irrigation practices. Then, the Article was subdivided into two parts – Subpart A and B. Subpart A addresses all emergency water shortage regulations. Part B is designed to address normal irrigation regulations and is entitled "Permanent Restrictions for Lawn and Landscaping Irrigation."

Additionally, there may be new regulations relating to when pesticides, herbicides, and fertilizers can be used, so there is a specific refence made to State law, South Florida Water Management District and Broward County for these regulations.

Budgetary Impact
No budget impact anticipated

Recommendation
That the City Commission approve the resolution.

ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, TO AMEND CHAPTER 27, ENTITLED "WATER AND SEWER", OF THE CITY'S CODE OF ORDINANCES BY AMENDING ARTICLE II, "WATER USE AND WATER SHORTAGE REGULATIONS" TO AMEND THE TITLE TO "WATER USE/LANDSCAPE IRRIGATION AND WATER SHORTAGE REGULATIONS; CREATING A SUBPART A FOR WATER SHORTAGE REGULATIONS; AND A SUBPART B FOR WATER USE AND LANDSCAPE IRRIGATION REGULATIONS; AND AMENDING SECTION 27-43, ENTITLED "PERMANENT RESTRICTIONS FOR LAWN AND LANDSCAPING IRRIGATION," TO MODIFY THE HOURS OF USE OF SPRINKLERS AND IRRIGATION TO 12:00 A.M. TO 6:00 A.M., AND 6:00 P.M. TO 11:59 P.M., TWICE A WEEK; PROVIDING FOR CONFLICTS; CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in order to encourage more children to walk and bike to school, parents need to trust that sidewalks and streets are both safe and convenient from a variety of perspectives; and

WHEREAS, traffic on neighborhood roads and streets is a large impediment to most children walking or biking to school; and

WHEREAS, we know we can do more to ensure safety for our City's youngest travelers; and

WHEREAS, changing sprinkler times to avoid times when children are coming and going from school will avoid potential risks to children and them going into the street to avoid sprinklers; and

WHEREAS, creating safe routes to school and reducing traffic accidents and injuries is in the city's best interests.

* * *

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

Section 1. That the preceding "Whereas" clauses are ratified and incorporated as a record of the legislative intent of this Ordinance.

Section 2. That Chapter 27, Water and Sewer, at Article II be amended as follows:

CHAPTER 27
WATER AND SEWER
* * *

ARTICLE II. WATER USE/LANDSCAPE IRRIGATION AND WATER SHORTAGE REGULATIONS

SUBPART A – WATER SHORTAGE REGULATIONS

Sec. 27-38. Definitions.

* * *

Sec. 27-39. - Applicability; intent and purpose.

The provisions of this ~~article~~ Subpart A shall apply to all persons using the water resource within the geographical areas year-round and those periods subject to the "water shortage" or "water shortage emergency," as determined by the district, whether from public or privately owned water utility systems, private wells or private connections with surface water bodies. This ~~article~~ Subpart A shall not apply to persons using treated wastewater treatment plant effluent. It is the intent and purpose of this article to protect the water resources of the city from the harmful effects of over utilization year-round and during periods of water shortage and allocate available water supplies by assisting the district in the implementation of its water shortage plan.

* * *

Sec. 27-42. Enforcement; penalties.
Every police officer having jurisdiction in the area governed by this article shall, in connection with all other duties imposed by law, diligently enforce the provisions of this article. In addition, the city manager or designee may also delegate enforcement responsibility for this article to other agencies and departments of the city. Any violation of the provisions of this article is punishable as prescribed by a resolution adopted by the city commission.

SUBPART B – WATER USE AND LANDSCAPE IRRIGATION REGULATIONS

Sec. 27-43. Permanent restrictions for lawn and landscaping irrigation.

(a) *Restrictions.* Irrigation of new and existing lawns and landscaping (jointly referred to as "landscaping" in this section) is restricted to the hours of 12:00 a.m. to 6:00 a.m., and 6:00 p.m. to 11:59 p.m., ~~12:00 a.m. to 9:00 a.m. and 9:00 p.m. to 11:59 p.m.~~ two (2) days per week as follows:

(1) Even-number addressed and rights-of-way or other locations without an address, may accomplish necessary landscape irrigation only on Thursdays, and/or Sundays.

(2) Odd-numbered addresses may accomplish necessary landscape irrigation only on Wednesdays, and/or Saturdays.

(b) *Exclusions.*

(1) Irrigation of new and established landscaping with reclaimed wastewater shall not be restricted. Low-volume irrigation of new and established landscaping shall not be restricted. Hand watering using a self-canceling nozzle shall not be restricted.

(2) Irrigation of established landscaping for purposes of watering-in insecticides, fungicides, ~~and~~ herbicides, and fertilizer where watering-in is required by the manufacturer or by federal, state or local laws, with the following conditions:

a. Such watering-in shall be limited to one application unless the need for more than one application is stated in the directions for application specified by the manufacturer.

b. Such watering-in shall be accomplished during normally allowable watering days and times set forth in subsection (a) above unless a professional licensed applicator has posted a temporary sign containing the date of application and the date(s) of needed watering-in activity.

c. The state of Florida, South Florida Water Management District or Broward County authorizes such use of insecticides, fungicides, herbicides, and fertilizer

(3) The operation of irrigation systems for cleaning and maintenance purposes shall be limited to the minimum necessary to maintain efficient operation of the system and each irrigation system zone may be tested not more than once each week for no longer than ten minutes; however, if such cleaning and maintenance is required more than once per week, then the property owner is required to show proof or provide evidence of that need to the department.

(4) Athletic playing fields.

(5) New landscaping.

(c) *Exceptions.*

(1) Any users requesting relief from the provisions of this section shall file an application for exception on a form prescribed by the department but must conform to landscaping irrigation restrictions until the utilities director or designee grants a temporary exception or until the city manager or designee grants the exception.

(2) *Criteria for issuance.* No application for an exception shall be granted unless the applicant demonstrates that a strict adherence to the Code requirements will result in an undue hardship and that the exception will not otherwise be harmful to the water resources of the city and, in addition, affirmatively demonstrates that one or more of the following circumstances exists:

a. The exception is essential to protect health or safety; or

b. Compliance with the particular rule or order from which the exception is sought will require measures which cannot be accomplished.

(3) *Limiting conditions.* Exceptions granted shall be subject to the following conditions, unless waived or modified by the city manager or designee:

a. The exception granted shall be the minimum necessary to alleviate the circumstances for which the exception was granted under subsection (c) above.

b. All exceptions shall expire upon the issuance of a water shortage emergency or declaration by the district or any other entity or agency with jurisdiction to regulate and shall resume in full force after the rescinding of the emergency or declaration by the district or by such regulatory entity or agency.

c. Exceptions granted under subsection (c) above may prescribe a timetable for compliance with the restrictions from which the exception was sought.

d. The city manager or designee may revoke or modify an exception when it is determined that the continued utilization of the exception is inconsistent with the objectives of the city's water conservation program.

e. All exceptions are personal to the applicant and expire upon transfer of ownership of the property.

(4) *Applications for exception.* The application shall contain the following:

a. The applicant's name, address, telephone number and location of the property for which relief is requested;

b. The specific rule, order, or restriction from which the applicant is requesting relief;

c. A detailed statement of the facts which the applicant believes demonstrates that the request qualifies for an exception;

d. A description of the relief desired;

e. The period of time for which the exception is sought including the reasons and facts in support of the application;

f. The damage or harm resulting or which may result to the applicant from strict compliance with the irrigation restrictions;

g. If the exception is sought under subsection (c) above, information identifying the restrictions which currently can be met, a description of the measures which would be necessary to meet all restrictions and the date when these measures could be completed;

h. For applications for an exception from restrictions on irrigation, a general description of the irrigation system, including pump or water system output and irrigated area; and

i. Any other information the applicant believes is material.

(d) *Procedures.*

(1) The public services director or designee shall review the application. The director shall set forth in writing the grounds or basis for approval or denial of the exception. Upon the public service director's written recommendation for approval, a copy of the recommendation shall be forwarded to the applicant with a temporary exception granted for fourteen (14) days. Upon the public services director's recommendation of denial, the director shall inform the applicant that the application is denied and shall set forth the applicant's right to a hearing on such denial. The applicant may request a hearing on such denial in accordance with subsection (d)(3) below.

(2) The public services director shall present the application to the city manager or designee to grant, deny or modify the exception. City manager action denying applications for exceptions shall be by written order and copies shall be furnished to the applicant. An applicant whose exception has been granted by the city manager shall be furnished an appropriate notice of a landscaping irrigation restriction exception which shall include the terms of exception and shall be prominently displayed at the applicant's place of use.

(3) Any person desiring to dispute a denial by the city manager or designee shall request in writing to the public services director within twenty (20) days of receiving the city manager's denial that a hearing be held on the disputed matter. Upon such written request, the public services director shall convene a hearing within fifteen (15) days of receiving such request for hearing before the hearing panel. The city's hearing panel (the "panel") shall consist of the city engineer or consultant engineer, the city attorney and the director of community development, or their respective designees. The director shall first present his or her side of the dispute. The applicant will then follow with a presentation of his or her case. The hearing panel shall hear and consider all testimony offered and shall, at the conclusion of the testimony, issue its order. Hearings shall be open to the public and hearings shall be conducted informally in accordance with ordinary parliamentary procedures, and with all efforts to ensure that due process is afforded. Any person desiring to appeal the decision of the hearing panel may request an appeal before the city commission in writing to the city manager within ten (10) days of the hearing panel's denial of the application for exception. An appeal request to the city commission shall be scheduled at the next available city commission meeting date.

(e) *Conflicting restrictions.* In the event the district imposes restrictions on landscape irrigation for new or established landscaping which are more restrictive than those imposed by this section or the restrictions imposed pursuant to section 27-40, the more restrictive regulations shall prevail.

* * *

Section 3. That all ordinances or part of ordinances in conflict with the provisions of the Ordinance are repealed.

Section 4. It is the intention of the Mayor and City Commission of the City of Dania Beach, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of the City of Dania Beach, Florida. The sections of this ordinance may be renumbered or re-lettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

Section 5. That this Ordinance shall be effective 10 days after passage on second reading.

PASSED on first reading on _____, 2025.

PASSED AND ADOPTED on second reading on _____ 2025.

First Reading:
Motion by: _____

Second by: _____

Second Reading:
Motion by: _____

Second by: _____

FINAL VOTE ON ADOPTION:	Unanimous ____	
	Yes	No
Commissioner Lori Lewellen	____	____
Commissioner Luis Rimoli	____	____
Commissioner Archibald J. Ryan IV	____	____
Vice Mayor Marco Salvino	____	____
Mayor Joyce L. Davis	____	____

ATTEST:

_____
ELORA RIERA, MMC
CITY CLERK

_____
JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

_____
EVE A. BOUTSIS
CITY ATTORNEY

City of Dania Beach
Community Development Memorandum

DATE: 2/11/2025

TO: Mayor and Commissioners

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

VIA: Candido Sosa-Cruz, ICMA-CM, Deputy City Manager
Eleanor Norena, CFM, Director
Corinne Lajoie, AICP, Deputy Director

SUBJECT: **TX-051-24:** The applicant, the City of Dania Beach, is requesting a text amendment to the City's Code of Ordinances to revise the street co-designation regulations. (Second Reading).

Request:
The Community Development Department is requesting an amendment to the City's Code of Ordinances to revise the street co-designation regulations, per Code of Ordinances, Section 22-7A.

Background:
The originally ordinance allowed for street renaming and provided a list automatic denial. One such automatic denial is changing the name of a street named prior to 1949. Approximately ten (10) years ago the City Commission amended these regulations to only allow for co-designation of a street.

This automatic denial provision for a street named prior to 1949 is a protection that is not longer needed, because we now only allow for co-designation of a street, thereby maintaining the existing historical street names.

If the automatic denial for streets named prior to 1949 were to remain, only streets within newly developed projects would be eligible for co-designation.

Budgetary Impact
N/A

Recommendation
The Community Development Department recommends that the City Commission approve the text amendment on second and final reading.

ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 22, ENTITLED "STREETS AND SIDEWALKS" OF THE CITY'S CODE OF ORDINANCES; TO PROVIDE LANGUAGE CLEANUP TO ALLOW FOR THE CODESIGNATION OF ALL STREETS; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, periodically the Community Development finds certain scrivener's errors, and clarifications that are needed in the City Code and

WHEREAS, the City seeks to include that edits in order to ensure the proper regulation of our Code and to provide clarity to the residents as to the implementation of the Code; and

WHEREAS, the City Commission finds and determines that updating the City's Code of Ordinances is in the best interest of the residents of Dania Beach.

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

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

Section 2. That Chapter 22 entitled the "STREETS AND SIDEWALKS, of the City's Code of Ordinances is amended as follows:

CHAPTER 22

STREETS AND SIDEWALKS

* * *

Sec. 22-7A. Authority of city commission to co-designate roads and streets, etc.

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. All streets shall retain their current names as a co-designation.

* * *

(f) *Automatic denial.* An application shall be denied for the following reasons:

* * *

~~(8) The street was named prior to 1949.~~

* * *

Section 3. That if any section, clause, sentence, or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 4. That it is the intention of the Mayor and City Commission of the City of Dania Beach, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of the City of Dania Beach, Florida and codified by Municode. The sections of this ordinance may be renumbered or re-lettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

Section 5. That all ordinances or part of ordinances in conflict with the provisions of the Ordinance are repealed.

Section 6. That this ordinance shall take effect 10 days after passage on second reading.

PASSED on first reading on _____, 2025.

PASSED AND ADOPTED on second reading on _____ 2025.

First Reading:
Motion by: _____

Second by: _____

Second Reading:
Motion by: _____

Second by: _____

FINAL VOTE ON ADOPTION: Unanimous ____

	Yes	No
Commissioner Lori Lewellen	____	____
Commissioner Luis Rimoli	____	____
Commissioner Archibald J. Ryan IV	____	____
Vice Mayor Marco Salvino	____	____
Mayor Joyce L. Davis	____	____

ATTEST:

_____	_____
ELORA RIERA, MMC	JOYCE L. DAVIS
CITY CLERK	MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

_____
EVE A. BOUTSIS
CITY ATTORNEY