



AGENDA
DANIA BEACH CITY COMMISSION
REGULAR MEETING
TUESDAY, APRIL 22, 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)

- 1. CALL TO ORDER/ROLL CALL**
- 2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE**
- 3. PRESENTATIONS AND SPECIAL EVENT APPROVALS**

1. Presentation by Broward County Animal Care on "Tags for Life"
2. Request for Proclamation Approval - Mental Health Awareness Month - May 2025 - *Sponsored by Mayor Davis*

4. PROCLAMATIONS

1. Frontline Worker Appreciation Month - May 2025 - *Sponsored by Mayor Davis*

5. ADMINISTRATIVE REPORTS

1. City Manager
2. City Attorney
 - Discussion relating to FS. 164 alternative dispute resolution process Coconut Creek and Deerfield Beach litigation against Broward County regarding Monarch Hill solid waste
 - Memorial Tree and Plaque for Tom Ansbro
3. City Clerk - Reminders
 - May 13, 2025 CRA Board Meeting - 6 p.m.
 - May 13, 2025 City Commission Meeting - 7 p.m.
 - May 27, 2025 City Commission Meeting - 7 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: March 31, 2025 City Commission Meeting
2. Travel Requests: None
3. RESOLUTION NO. 2025-_____

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

FLORIDA, APPROVING THE DESIGN AND FUNDING FOR THE SERVICE CLUB SIGN TO BE LOCATED ON THE SOUTH SIDE OF DANIA BEACH BLVD., BETWEEN NW 1ST AVE. AND SW 3RD AVE., WHICH SIGN SHALL COST FOURTEEN THOUSAND FIVE HUNDRED AND SIXTY-EIGHT DOLLARS AND SEVENTY-TWO CENTS (\$14,568.72); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE (*Commissioner Ryan/Parks & Recreation*)

4. 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 GREENFIELDS OUTDOOR FITNESS, INC., FOR OUTDOOR FITNESS EQUIPMENT UNDER THE SOURCEWELL CONTRACT SOLICITATION NUMBER 010721-GRN IN AN AMOUNT OF ONE HUNDRED FORTY-SEVEN THOUSAND THREE HUNDRED TWENTY DOLLARS AND TEN CENTS (\$147,320.10) FOR WILLIAM “BILL” HARRIS LINEAR PARK; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (*Parks & Recreation*)

5. RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, ESTABLISHING ITS INTENT TO REIMBURSE CERTAIN CAPITAL EXPENDITURES INCURRED IN CONNECTION WITH THE ACQUISITION, CONSTRUCTION, RENOVATION, AND EQUIPPING OF CERTAIN CAPITAL PROJECTS BY THE CITY, AS MORE FULLY DESCRIBED HEREIN, WITH PROCEEDS OF A FUTURE TAX-EXEMPT FINANCING; PROVIDING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE. (*Finance*)

6. RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH AAA FLAG AND BANNERS MFG FOR LIGHT POLE BANNER PRODUCTION AND INSTALLATION AND TO EXCEED THE \$50,000.00 (FIFTY THOUSAND DOLLAR) SINGLE VENDOR ANNUAL THRESHOLD FOR THE DURATION OF THE CONTRACT PERIOD; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (*Public Services*)

7. RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE RETROACTIVE SECOND RENEWAL OF

EMERGENCY DEBRIS REMOVAL AND DISPOSAL SERVICES CONTRACTS FOR PRIMARY, SECONDARY AND TERTIARY SERVICES WITH BERGERON EMERGENCY SERVICES, CUSTOM TREE CARE, INC. AND KDF ENTERPRICES, LLC, RESPECTIVELY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.*(Public Services)*

8. RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN INTERLOCAL AGREEMENT (“ILA”) FOR OPTIONAL SERVICES WITH BROWARD COUNTY RELATING TO SERVICES FOR THE NATURESCAPE IRRIGATION SERVICE AND RESIDENTIAL IRRIGATION REBATE PROGRAMS AUTHORIZING BROWARD COUNTY TO CONDUCT SPECIFIC TECHNICAL ACTIVITIES REQUIRED AS PART OF LANDSCAPE AND IRRIGATION SYSTEM EVALUATIONS IN AN AMOUNT NOT-TO-EXCEED SEVENTY-FIVE THOUSAND ONE-HUNDRED FIFTY-SEVEN DOLLARS AND TWENTY CENTS (\$75,157.20) OVER THE NEXT FIVE-AND-ONE-HALF YEARS (5.5); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.*(Public Services)*

9. RESOLUTION 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO AUTHORIZE PROFESSIONAL ENGINEERING DESIGN SERVICES PROVIDED BY KIMLEY-HORN AND ASSOCIATES, INC (KHA) FOR THE NAUTILUS ISLE OUTFALL PENETRATION SERVICES IN THE AMOUNT OF EIGHTY-SIX THOUSAND TWO HUNDRED FORTY-FIVE DOLLARS(\$86,245.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.*(Public Services)*

10. RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO AUTHORIZE PROFESSIONAL ENGINEERING DESIGN SERVICES PROVIDED BY KIMLEY-HORN AND ASSOCIATES, INC (KHA) FOR STREETSCAPE BEAUTIFICATION PROJECT ON NW 1ST STREET, FROM BRYAN ROAD TO STATE ROAD 5/US 1, IN THE AMOUNT OF FOUR HUNDRED TWENTY-EIGHT THOUSAND TWO HUNDRED EIGHTY-EIGHT DOLLARS AND FORTY-SIX CENTS (\$428,288.46); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.*(Public Services)*

9. BIDS AND REQUESTS FOR PROPOSALS

1. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE RANKING OF CONSULTING FIRMS THAT RESPONDED TO REQUEST FOR QUALIFICATIONS (“RFQ”) NO. 25-004 ENTITLED “RESILIENCY PLAN (RE-ISSUED)”, AND SELECTING CHEN MOORE & ASSOCIATES, INC. AS THE FIRST RANKED FIRM PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

10. QUASI-JUDICIAL & PUBLIC HEARING ITEMS

1. RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE SITE PLAN (SP-016-22), SPECIAL EXCEPTION (SE-017-22), DESIGN VARIATIONS (OT-055-23, OT-057-23), AND TWO VARIANCES (VA-054-23 AND VA-020-24) SUBMITTED BY THE OWNER 380 DANIA PLAZA LLC FOR THE PROPERTY GENERALLY LOCATED AT 380 S. FEDERAL HIGHWAY, IN THE CITY OF DANIA BEACH, PROVIDING FOR CONDITIONS; CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.*(Community Development)*

11. FIRST READING ORDINANCES: None

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.

12. SECOND READING ORDINANCES

1. ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, TO AMEND CHAPTER 28, OF THE “LAND DEVELOPMENT CODE”, OF THE CITY’S CODE OF ORDINANCES BY AMENDING ARTICLE 105, ENTITLED “USE REGULATIONS FOR RESIDENTIAL AND OPEN SPACE ZONING DISTRICTS”, AT SECTION 105-160, ENTITLED “ACCESSORY BUILDINGS AND STRUCTURES”, CREATING SECTION 105-260, ENTITLED “ACCESSORY DWELLING UNITS”; AMENDING ARTICLE 725, ENTITLED “DEFINTIONS” AT SECTION 725-30, ENTITLED “TERMS DEFINED”; AMENDING ARTICLE 230, ENTITLED “SPECIAL FLOOR AREA, BUILDING DIMENSION AND BUILDING SIZE STANDARDS,” AT SECTION 230-50, ENTITLED “MAXIMUM ALLOWABLE FLOOR AREA FOR ACCESSORY

BUILDINGS AND STRUCTURES IN THE E-1, RS-18000, RES-12000, RS-8000, NBHD-RES, RMH, AND RD-8000 DISTRICTS”; AND AMENDING SECTION 230-40, ENTITLED “MINIMUM FLOOR AREAS FOR DWELLINGS AND LODGING UNITS” IN ORDER TO DEFINE “ACCESSORY DWELLING UNITS”, AND TO CREATE REGULATIONS AND DESIGN GUIDELINES FOR ACCESSORY DWELLING UNITS; PROVIDING FOR CONFLICTS; SEVERABILITY; CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

13. DISCUSSION AND POSSIBLE ACTION

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 BETWEEN THE CITY OF DANIA BEACH AND LAWRENCE BARRY BROWN, FOR THE PURCHASE OF THE PARCEL KNOWN AS THE “M.C. FROST HOME”, LOCATED AT 400 SOUTH FEDERAL HIGHWAY, DANIA BEACH, FLORIDA; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(City Manager/City Attorney)*

2. RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, CREATING THE CITY COMMISSION A SPENDING POLICY AND PROCEDURE FOR BUDGETED EVENTS OUTSIDE OF COMMUNITY GRANTS OR DISCRETIONARY FUNDS POLICIES; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Commissioner Lewellen)*

3. Follow-Up Discussion Regarding the Broward County Aviation Department's Airport Noise Abatement Committee - *City Clerk*

14. APPOINTMENTS: None

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: April 22, 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

The Greater Ft. Lauderdale Alliance Leadership trip to Boston from April 6-9th exceeded my expectations. Thank you for your support. I have attached as back up key information on both groups I participated in and the key leaders and visionaries of Boston we met with. We have great opportunities in the areas of Community Development via zoning, P3's, and augmenting our vision with more outside the box initiatives. I will be sharing with our City Team and fully baking some ideas to present to the City Commission. Further cementing relationships and getting to know more of Broward's key players such as State Representative Chip La Marca, Airport CEO Mark Gale, CEO and Port Director Joe Morris, COO of the Florida Panthers Bryce Hollweg and my colleagues from Hollywood, Miramar, and Coconut Creek was and is extremely advantageous to us as we look for partnerships and opportunities! Kudos to Bob Swindell and his team at Greater Ft. Lauderdale Alliance on planning and executing an ambitious yet successful endeavor.

Highlights of the trip include the P3 with the City of Boston Transit Oriented Development (TOD) and New Balance that has created a thriving City within a City with additional partnerships with the Boston Bruins hockey team, and the Boston Celtics basketball team. This project is a mixed-use district of innovation and performance. Keith Craig, the President of the New Balance Development Group who led this interactive/ walking session was a wealth of information. We met with the Principal of Samuels and Associates Peter Sougarides, a true visionary who focuses on transforming long underutilized areas into vibrant spaces as he did with "The Fenway" project. I have considered inviting Peter to come to Dania Beach and assess the opportunities in our Downtown core, particularly our

Federal Highway corridor, a priority of our City Commission and my Administration.

I had the pleasure of meeting David Colella, the Managing Director of the Colonnade Boston, who takes personal responsibility and customer service to new heights, a focus of this Administration here in Dania Beach. We are always looking to see how we raise the bar for the benefit of our residents and business partners. See included a note that Hotel Director Colella has placed in every room of the Hotel. We are looking to see how we can create a brief note or letter welcoming new residents and new businesses from our Mayor and Commission where they are informed as to who their City Manager is with key contact numbers, DAD schedule, etc. I am thinking we can have this initiative sponsored by a local business or restaurant so it's at no cost to us or perhaps as an E-message. It could be a win-win as enhancing and augmenting communication is a mutual priority of our City Commission and Administration.

The Blue's and BBQ DAD event was another huge success, Kudos to all, particularly Marketing and Parks and Recreation's special events division. We continue to raise the bar and develop our Team via our "Culture" of emphasizing professional development and seizing all training and educational opportunities, and the results are tangible and measurable. In 2019 when I became your City Manager, we had 1 certified Parks and Recreation Professional. As of April of 2025, we now have 5 Certified Parks and Recreation Professionals on our Team with our newly promoted Deputy Manager Anthony Ifedi receiving his professional designation joining Cassi, Franky, Rafael and Ashley. Beyond proud of my Parks Team as I know all of you are as well.

With your priority in safety, we continue to raise the bar and implement new standards for safety and security. This Saturday, our newly hired Risk Manager Wayne Fletcher joined me at DAD to assess the event and look for opportunities. Included is the report he presented to Linda Gonzalez and me on Monday morning.

On Friday, April 11th, we held a conference call with some of our key players to discuss proactive efforts as the result of our Risk Manager's and our Chief HR Officer's assessment of after-hour activity at City Hall and our observation and findings at Chester Byrd Park. Cassi is augmenting the staff visits at Chester Byrd Park, additionally both our Captain and our Deputy City Manager have come up with a new plan for Chester Byrd and Linda has implemented an after-hours safety plan for employees leaving City Hall. See attached plans of action. Safety is our number one priority hence you can always expect an extremely proactive response and approach to dealing with and mitigating risks.

On the morning of April 2nd, Mayor Davis, Candido and I met with Baldwyn English a senior executive at FPL. The bottom line is that we can anticipate a substantial rate increase. The Florida Public Service Commission would need to approve the rate increase, but it is expected to be approved.

On the afternoon of April 2nd, Yeimy Guzman, and Candido joined me for a meeting with Sheriff's Tony's executive command Team. They briefed us on the challenges BSO is facing retaining and recruiting motivated and dedicated individuals. They are competing with Miami Dade (now with an elected Sheriff) and Palm Beach who has approved a hefty salary increase. BSO's preliminary proposal will increase our budget for Law Enforcement and Fire by approximately \$4.5 to \$5 million per year. We will be proactively negotiating. On Monday April 14th, I met with our CFO Yeimy Guzman at length to discuss what she is already communicating to all department directors that Fiscal Year 2026 will be a very challenging year. Rest assured Mayor, Vice Mayor, and Commissioners we are up for the challenge. We have proven leadership with the knowledge and experience to carry us through the challenging times ahead. Cutting costs, generating revenues and continuing to think outside the box is the game plan as well as a priority. The timing of our Strategic Master Plan will certainly help us achieve our objectives.

Sports, Entertainment, Recreation Team



Marzi Daoust
Committee Chair
Managing Director & Founder,
Bay Public Relations



Bryce Hollweg
Committee Chair
COO, Florida Panthers Hockey Club



Derek Koger
Committee Chair
Executive Director, Tribal Community
Development, Seminole Tribe of Florida



Mark Binko
President / CEO of National Jets



Melanie Dickinson
President & Publisher,
South Florida Business Journal



Ana Garcia
City Manager, Dania Beach



Candace Hartsell
SVP, Visit Lauderdale



Heidi Davis Knapik
Shareholder, GUNSTER
*Served as Chair for the Alliance
Leadership Trip to Austin, Texas in
2016*



Traci Miller
SVP, Miller Construction Company
*Served as Co-Chair for the Alliance
Leadership Trip to San Diego in 2023*



Tim Rubin
Director of Client Services,
Kaufman Rossin

Sports, Entertainment, Recreation Team



Nicky Tesser

Manager, Brand Partnerships
& Product Marketing, JetBlue

*Served as Co-Chair for the Alliance
Leadership Trip to San Diego in 2023*

The Sports / Entertainment / Rec team is proud to have organized the opening Monday luncheon at Fenway Park with keynote panelists:

- Jack Fleming, Boston Athletic Association
- Rich Gotham, Boston Celtics,
- Bryce Hollweg, Florida Panthers
- Sam Kennedy, Boston Red Sox
- Glen Thornborough, TD Garden

Sports, Entertainment, Recreation Speakers



Carrie Campbell

SVP, Fenway Park Events

Carrie was named vice president of sales & service for Fenway Enterprises in February 2013, after serving as director of sales & service from 2010-12. Her current role includes the year-round marketing, booking, and planning of private and

public events at Fenway Park. With 20-plus years of sales, catering, and event management experience, Carrie has helped grow the business making Fenway Park a first-class private event destination in New England and among major league parks.



Greg Piatelli

Director of Sports Sales, Meet Boston

Greg is the director of sports sales at Meet Boston, formerly the Greater Boston Convention & Visitors Bureau. Meet Boston is the primary private sector marketing and visitor services organization charged with the development of meetings,

conventions, and tourism-related business. Greg's goal is to increase the organization's impact on the sporting community and build additional youth and professional sports partnerships. Before joining Meet Boston in 2016, Greg co-founded an education consulting company that assisted high school and post-graduate students in furthering their academic and athletic pursuits through the college application process.



Eric Stauffer

*Vice President,
Events for TD Garden in Boston*

Eric joined TD Garden in 2017 and is currently vp of programming. During his tenure, he has more than doubled the number of concerts annually held at TD Garden (setting venue records in 2018, 2023 and 2024), expanded comedy and Latin programming and diversified its event portfolio. Including both the Boston Bruins and Boston Celtics seasons, TD Garden hosts approximately 200 events annually, and consistently ranks in the Top 10 worldwide in trade publications such as *Pollstar* and *Billboard Magazine*.

Prior to joining TD Garden, Eric served 11 years for the City of Orlando where he oversaw programming and event operations at Kia Center (formerly Amway Center) and Camping World Stadium.



Beth Krudsy

*Senior Director of Fenway
Concerts & Entertainment*

Beth serves as the senior director of Fenway Concerts & Entertainment for the Boston Red Sox, a role she has held since 2004 after spending two years working as a Fenway Ambassador in the Red Sox Fan Services Department. She collaborates with senior vice president Larry Cancro to oversee the planning and execution of concerts at Fenway Park, contributing to the venue's rich history of hosting major artists and entertainment acts such as Bruce Springsteen, The Rolling Stones, Jay-Z, Aerosmith, Zac Brown Band, Paul McCartney, Lady Gaga, and Billy Joel.

Leadership Trip Group Speakers



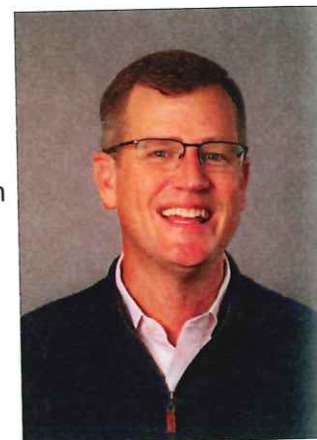
Bryce Hollweg
COO, Florida Panthers

Bryce Hollweg was named the chief operating officer of the Florida Panthers in July 2022 after serving as the organization's executive vice president. Bryce oversees the organization's Amerant Bank arena operations, food & beverage services, live entertainment, technology, and the Panthers IceDen practice/ recreational facility. He oversaw the revitalization of the iconic War Memorial Auditorium in Fort Lauderdale which now serves as a music / event venue for the community.

Prior to joining the Panthers, Hollweg worked for the Aquilini Investment Group, serving as the director of information technology for the Vancouver Canucks, and later, the vice president & managing director for PH Restaurants LP, operating 55 Pizza Hut and 12 Dairy Queen franchise locations in British Columbia, Canada. Following his graduation from the United States Military Academy at West Point, where he earned a bachelor's in management and captained the Army West Point NCAA D1 hockey team, Bryce served 10 years as a US Army officer. His military career included assignments in Belgium, Germany, Afghanistan and South Korea, and culminated as a professor of military science and leadership at Embry-Riddle Aeronautical University in Daytona Beach, Florida. He received his master's in information technology management from Webster University and executive leadership certificate from Cornell University.

Sam Kennedy
President & CEO, Boston Red Sox

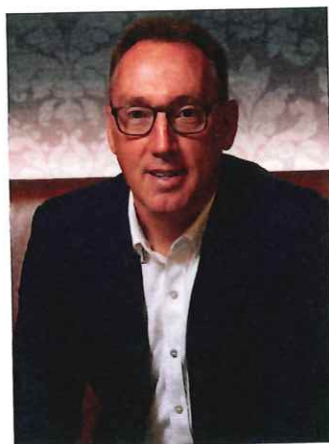
Sam Kennedy is in his 22nd season with the Red Sox and his eighth as president and chief executive officer. Since joining the club, he has played a key role in the renaissance of the Red Sox that has included four World Series Championships, the preservation and protection of Fenway Park, and the expansion of its operation beyond baseball. With nearly 30 years of experience working in Major League Baseball, Sam joined the Red Sox in 2002 after six years with the San Diego Padres from 1996-2001. He began his career as an intern for the New York Yankees in 1993. In addition to leading the Red Sox front office and his expanded involvement with Major League Baseball, he oversees Fenway Sports Management (FSM) and serves as chief executive for the global sports marketing firm. FSM specializes in partnership sales, consulting, and the pursuit of new lines of business for parent company Fenway Sports Group (FSG). Sam also holds the role of chief executive of Fenway Sports Group Real Estate (FSGRE), which oversees the real estate acquisitions, development, and management of properties owned by FSG in the Fenway neighborhood of Boston and in Southwest Florida. He is a graduate of Trinity College in Hartford, CT. Sam serves on the board of trustees for the Winsor School, Dana-Farber Cancer Institute, and Camp Harbor View.



Glen Thornborough
President, TD Garden, COO, Boston Bruins

Glen is president of the Delaware North-owned TD Gardens and COO of the Boston Bruins, owned by Delaware North Chairman Jeremy Jacobs. He is a 25-year veteran of the sports and entertainment industry. He previously served as chief revenue officer of both TD Gardens and the Boston Bruins where, under his leadership, the organization was able to renegotiate TD Bank's 20-year naming rights extension of TD Gardens and official partnership of Boston Bruins. The organization has launched numerous youth hockey initiatives to grow the game across New England.

Prior to joining TD Gardens and the Bruins, Glen served seven years as COO of ReebokCCM where he served as VP global marketing. He received a BA from the University of Alaska-Anchorage and an executive MBA from St. Joseph's University.



Leadership Trip Group Speakers



Jack Fleming

President & CEO, Boston Athletic Association, Boston Marathon

Jack Fleming has served as president and chief executive officer of the Boston Athletic Association since November 2022. He brings more than three decades of experience at the B.A.A. to his leadership role. Prior to serving as president and CEO, Jack was COO of the B.A.A. from 2017 through 2022. Since 1992, he has held a variety of roles within the organization, most notably within the communications, marketing, and sponsorship departments. As COO Jack was responsible for managing the day-to-day operations and built a strategy that centered around the organization's vision statement: Committed to a world where all people can access and benefit from running and an active lifestyle. Jack is a graduate of Boston College.

Rich Gotham

President, Boston Celtics

Rich Gotham is in his 22nd season with the 18-time world Champion Boston Celtics and his 18th season as team president. He is responsible for all aspects of the Celtics business operations and works closely with Celtics ownership, basketball operations staff, and the NBA on basketball related matters, as well as team and league initiatives. He succeeded Arnold "Red" Auerbach as Celtics team president and serves on the NBA Board of Governors. Prior to being named team president, Rich served as the team's executive VP and COO. Since joining the Celtics in 2003, Rich has been recognized for leading the team to new heights off the court while growing team revenues by over 500%. Under his leadership the team has established new records for attendance, ticket sales, sponsorship, merchandise, and television ratings, contributing to the team's NBA Championships in 2008 and 2024, as well as nine Eastern Conference Finals, and four NBA Finals appearances. In addition, he led negotiations for the construction and naming rights for the state-of-the-art Red Auerbach training center in partnership with New Balance, as well as a long-term lease extension with TD Garden. Rich also negotiated a long-term media rights and equity partnership with Comcast SportsNet (now NBC Sports Boston), one of the largest such deals in NBA league history and negotiated the team's first jersey patch sponsorship with GE.



Under Rich's guidance, the Celtics have significantly increased their efforts to help children in need throughout New England and their programs have been recognized by the White House and US Department of Education. With over 200 events and 140 player appearances annually, the Celtics lead the NBA in community engagement with initiatives that impact over 20,000 children each year. Rich joined the Celtics after a fifteen-year career in the tech industry, including five years with the global internet media company, Lycos, where he served as vice president of sales and business development. In addition to his duties with the Celtics, Rich currently serves as a board member for the Greater Boston Chamber of Commerce, The Make-A-Wish Foundation, and NBC Sports Boston. He also serves as a trustee at Providence College, his alma mater.

**Join the conversation
and share your photos**

#GFL2BOSTON

Commercial Real Estate Team



Jenni Morejon
Committee Chair
President & CEO, Fort Lauderdale
Downtown Development Authority
(DDA)



Laurel Oswald
Committee Chair
Executive Director, Tower
Commercial Real Estate (TCRE)



Olga Torres
Committee Chair
Research Director,
Greater Fort Lauderdale Alliance



Scott Cerutti
Partner in Charge, Audit &
Assurance, Florida, Deloitte



Shawn Maurer
Business Development
Core Construction



Ken Morris
SVP, JLL



Raelin Storey
Assistant City Manager,
City of Hollywood



Vince Yarina
Principal, Environmental
Consulting Florida, Langan

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Commercial Real Estate Speakers



Keith Craig

President, NB Development Group

Keith is responsible for all aspects of NB Development Group. The NB team has built over 2.1 million sf at Boston Landing, a collaborative vision of New Balance and the neighborhood of Allston Brighton to develop a mixed-use

district of innovation and performance. Boston Landing is anchored by the New Balance World Headquarters, training facilities for the Boston Bruins and Boston Celtics, and the Track at New Balance, an indoor track & field and multi-sport center. Prior to joining NB Development, Keith worked for Northland Investment Corporation, Epsilon Associates, Joslin, Lesser & Associates (now NV5), and the City of Somerville. Keith also spent several years as a senior project manager with the Boston Planning and Development Agency managing the design and development review process. Keith is a member of the Urban Land Institute and the National Association of Industrial and Office Properties and is a LEED-accredited. Keith graduated from Dalhousie University in Nova Scotia with a master's degree in urban planning and received his bachelor's degree from the University of Calgary.



John Hynes IV

*VP, Project Executive,
Boston Global Investors*

Boston Global Investors (BGI) is a real estate development and investment firm headquartered in Boston. BGI has over 30 years of experience in commercial, residential, and master plan developments. As vice

president John currently oversees new development opportunities as well as oversight of BGI's marquis 10 World Trade project in the Seaport. He joined the BGI team in 2014 and prior to his role with 10 World Trade, John oversaw numerous Seaport Square projects, totaling over \$150M of development in 3-years. He has also helped lead BGI's new business efforts and serves as the primary point of contact for project approvals with city and state agencies. Before BGI, John spent 4 years working in the finance and construction industries in Boston, North Carolina, and Miami.

John holds a bachelor's degree from Boston College and lives in South Boston.



Ellen DeNooyer

Senior Project Manager, CDM Smith

Ellen DeNooyer AIA recently joined CDM Smith as a senior project manager in their Boston headquarters. Ellen is leading transit projects in the northeast for major agencies and municipalities, and managing multi-disciplined project teams in project delivery. Previously she worked for Jacobs and the Massachusetts Bay Transportation Authority as the senior director for the Red/Orange Line Transformation. (MBTA, often referred to as The T, is the public operator of most bus, subway, commuter rail and ferry systems in the greater Boston area. It is largest transit provider in New England, and the fifth largest in the country.)

Ellen graduated from Brown University and earned a master's in architecture from Harvard University Graduate School of Design.



Douglas Landry

*Associate Principal/VP/Boston Office
Lead, Langan*

Doug Landry, AICP, leads Langan's Boston office where he is charged with continuing to expand the company's visibility and portfolio with private sector and institutional clients in the Boston metropolitan region and

beyond. He is a recognized leader in the real estate industry with over 35 years of public and private sector experience in land planning, development strategy and permitting, zoning, economic development, transit-oriented development, transportation policy and infrastructure investment, and innovative urban planning and design (They also have offices in Fort Lauderdale). He was the first-ever town planner for Walpole, Mass., and was chief planner of the public/private development unit for MassDOT, with the most recent 28 years of his career in the planning and engineering consulting profession. Doug is a member of the National Steering Committee for LOCUS Developers, a member of the board of directors for the Massachusetts Alliance for Economic Development, serves on the advisory committee to Northeastern University's School of Public Policy & Urban Affairs, and from 2013-2019, served on the national corporate board of directors of NAIOP.

Doug received his bachelor's degree from the University of Massachusetts Amherst, and a master's in urban planning from the University of Michigan.

Commercial Real Estate Speakers



David P. Manfredi FAIA

President, LEED AP, CEO & Founding Principal, Elkus Manfredi

David Manfredi works with clients across the country on a diverse portfolio of planning and design projects. He effectively advocates for building and protecting vital, sustainable, durable urban places. He reinvents tired urban precincts

into 21st-century mixed-use environments, the edges of universities from barriers into connective seams with adjacent neighborhoods, underutilized urban areas into diverse innovation districts that support the collaborative imperatives of today's science and technology, and obsolete manufacturing buildings into repurposed hubs of living. David is a fellow of the American Institute of Architects and an active member of the Boston Preservation Alliance, International Council of Shopping Centers, NAIOP, and Urban Land Institute. He serves on the Boston Civic Design Commission, Northeastern University School of Architecture advisory council, the University of Notre Dame School of Architecture advisory council, and the ULI Boston advisory board. He is a graduate of the University of Notre Dame with bachelor's degrees in both English and architecture, and the University of Chicago, where he received a master of arts.



Levi Reilly

Partner, Head of Development, Marcus Partners

Marcus Partners is a real estate investor and developer. The firm is headquartered in MA and is investing its fourth fund, a \$650 million value-add fund focused on industrial and housing opportunities on the eastern seaboard. Levi

leads the development efforts for Marcus Partners which is responsible for the firm's ground-up development and redevelopment projects across all geographies and product types. Levi is a member of the firm's investment committee. In 2024, Levi was appointed to Governor Healey's Unlocking Housing Production Commission for the Commonwealth of Massachusetts. Levi is a member of NAIOP Massachusetts' Gavel Leadership, serves on the ULI New England advisory board, and is co-chair of the ULI Boston Market Council. Levi joined Marcus Partners from Skanska USA Commercial Development, where he led the Los Angeles development group after having spent four years with Skanska in Boston. Levi earned a bachelor's in environmental engineering from Oregon State University.



Patrick Nugent

Managing Director, JLL

Patrick Nugent joined JLL's downtown leasing team in 2006. Patrick focuses his energy on representing both tenants and landlords in the downtown Boston office market as well as across the U.S. and internationally. He is

co-lead of the team responsible for the repositioning of One Beacon Street, a 1,000,000 sf., Class A office tower on behalf of MetLife and Norges. Since the team took over the project in 2017, they have completed over 250,000 sf of transactions including over 120,000 sf of technology with Cambridge-based tenants. Some of Patrick's most recent projects include: 1,000,000 sf build-to-suit industrial building for Wayfair in Lutterworth, UK; 100,000 sf renewal on behalf of RSM in Boston; and renewals for blue-chip financial companies such as Bloomberg, William Blair & Company and Barclays. Patrick received his bachelor's degree from Middlebury College.



Tim Rivett

General Manager, Samuels & Associates

Tim Rivett is general manager at Samuels & Associates, the group responsible for building the innovative Lyrik. Lyrik is a recently opened development built over the Massachusetts

Turnpike's eight lanes and two active MBTA railways. Lyrik Back Bay stands as the most significant project of its kind in Boston in over 40 years. Formerly known as Parcel 12, Lyrik has transformed from a blank slate into a vibrant anchor for Newbury Street, establishing itself as Boston's gateway. At the heart of Lyrik is 1001 Boylston, a 450,000 sf lab and office space, housing the CarGurus global headquarters and the LEGO Group. The development began with unveiling citizenM's largest hotel and Rivian's first Boston-based outpost. Office is fully occupied, which is a feat in today's market. Tim was previously the chief engineer for UG2 and director of capital projects and facility services, Kensington Investment Company.

Tim received his bachelor's in operations management & supervision from Southern New Hampshire University.

Commercial Real Estate Speakers



Peter Sougarides

Principal, Samuels & Associates

In his two-plus decades as a leader at Samuels & Associates, Peter has built a reputation for leading the development of complex, mixed-use projects that offer best-in-class commercial, residential and retail experiences and enhance their surrounding

communities. Trained as a civil engineer, Peter's eye for detail assures that projects are designed to meet modern energy efficiency goals, maximize their proximity to transit, and offer outstanding spaces for their users. Since joining the company in 2000, Peter has focused on transforming long underutilized areas of the Fenway neighborhood into vibrant spaces in this historic community. He has worked on residential projects like The Pierce, Fenway Triangle Trilogy and 1330 Boylston, to a variety of life sciences and tech focused spaces. He gives equal weight to both the place-making of the ground-floor experience and that of the resident, office worker, lab researcher or patient who may occupy the building above. Peter has a civil engineering degree from Northeastern University and early career experience in engineering and real estate.



Yanni Tsipis

Senior Vice President - Development, WS Development

Yanni oversees all aspects of the company's Boston Seaport project, a 33-acre, 20-block, 7.6 million sf mixed-use development at the heart of the thriving innovation ecosystem in Boston's Seaport

District. Prior to WS, Yanni spent nearly 15 years at Colliers International where he focused his work on managing large-scale urban development and historic rehabilitation projects. His project experience at Colliers included multiple commercial, multifamily residential, hotel, and other project types, and spanned over \$2 billion of development projects, all in the City of Boston. A longtime historian of his native Boston, Yanni has written four books about the history of the city's transportation infrastructure. He has served on numerous non-profit boards and is a past member of the Boston Landmarks Commission. Yanni holds bachelor's and master's degrees from MIT and has been a faculty member at the MIT Center for Real Estate for over 20 years.

United, We Support ALICE

In Broward County, nearly 350,000 Asset Limited, Income Constrained, Employed (ALICE) households are living at or below the federal poverty level.

ALICE families include people who work as our home health aides, teacher assistants, bus drivers, and more. They are working hard but still not earning enough to support their families. For people in ALICE households, the costs of living in Broward County outweigh their earnings — and thousands of families are forced to make difficult choices every day.

As part of our mission to fight for the Health, Education, and Financial Prosperity for every person in our community, United Way of Broward County funds and operates 130+ programs and initiatives providing immense support to people in the ALICE population.

To learn more, visit UnitedWayBroward.org/ALICE



Where there's a need,
there's **United Way.**



THE
COLONNADE
BOSTON

It is my pleasure to welcome you to The Colonnade Hotel.
Please feel free to call upon any member of our staff, or me
personally, if we may be of service during your visit.

My very best wishes for a pleasant stay!

Sincerely,

A handwritten signature in black ink, appearing to read 'D. Colella', with a stylized flourish extending to the right.

DAVID J. COLELLA

Managing Director

Risk Manager Safety Report
City of Dania Beach Blues and BBQ Event (DAD)
Saturday, April 12, 2025

I attended the Dania After Dark event on Saturday, April 12, 2025, held at City Hall. In general, the event was conducted in a safe environment.

Parks and Rec staff did a good job directing traffic in the parking garage, coordinating the events and assisting the crowd in a friendly manner.

The following safety measures and precautions were observed:

- 1) **Traffic Control**—Barricades were placed on the streets to protect patrons from vehicles entering the populated areas, and BSO directed traffic to parking garage while maintaining traffic flow on through streets
- 2) **Camera Surveillance** – Garage camera was used to oversee and record the crowd
- 3) **Crowd Control**--Security and BSO presence throughout the crowd was good
- 4) **Tripping Hazards** --No major tripping hazards like electrical cords were observed
- 5) **Children's Activities**—Adult supervision was observed in the children's activity area. Prior to the event, the lawn where the children's activities were conducted was monitored for debris, holes, ant mounds, etc.
- 6) **Lighting** –Lighting was adequate for the event

The following recommendations may be considered in the future to make the event safer and more enjoyable:

- 1) **Improve signage for restrooms** and ADA facilities...some patrons were asking where bathrooms were as the facilities were not easily visible.
- 2) **First Aid tent** or small area with First Aid kit, cot, water, and ice, for patrons who may be dizzy or just need minor treatment for a cut or bruise.
- 3) **Sky Tower Presence**. The presence of one of the BSO Sky Towers may help deter crowd misbehavior, violence and any drug dealing that may occur
- 4) **Elevation Security Checks**. Need to make sure Security or BSO periodically monitor the elevated floors in the parking garage to prevent anyone from loitering and overlooking the crowd below. This will discourage anyone from shooting a gun at the crowd or throwing objects into the crowd. The outside stairways at the City Hall should also be checked periodically for anyone trying to position themselves above the crowd.

Please let me know if you would like to discuss anything in this report and thank you for your concern about the safety of the employees and residents of Dania Beach!

From: "Gonzalez, Linda" <lgonzalez@daniabeachfl.gov>

Date: April 11, 2025 at 4:14:30 PM EDT

To: All Recipients <AllRecipients@daniabeachfl.gov>

Subject: Security guard contact at City Hall

Good Afternoon Dania Beach Team,

Please be advised that if you are leaving City Hall late and wish to have security escort you to your vehicle, you may contact our security guard on the phone who is available.

Dania Beach City Hall Site Phone:
[305-434-5833](tel:305-434-5833)

Centurion Security Dispatch 24/7 :
[786-227-6494](tel:786-227-6494)

If, for any reason you cannot reach the guard, please contact Centurion Security who will help contact the guard for you. The guard is always patrolling the garage and will come meet you at the entrance to City Hall.

Please save these phone numbers.

Thank you and have a nice weekend,
Linda

Manager,

Here is a preliminary action plan for the Code Compliance team based on our discussion this morning. I have reviewed the call details with Eleanor, who provided valuable input for the plan. This draft is open for any suggestions or modifications from the team.

As part of our ongoing efforts to ensure safe and well-maintained public spaces, Code Compliance Officers (CCOs) will begin conducting detailed inspections of parks within their assigned zones. This initiative aims to uphold R.I.S.E standards, deter illegal activity, and identify maintenance needs to be addressed by Public Services.

Action Plan for Park Inspections:

1. Zone-Based Assignments

- Each CCO will inspect parks within their designated zone, prioritizing high-traffic areas and locations with past violations.

2. Inspection Protocol

- **Vehicle Parking & Foot Patrol:** Upon arrival, CCOs will park their vehicles and conduct a thorough walkthrough of the entire park.
- **Observation & Documentation:** Officers will monitor for:
 - Disorderly conduct or illegal activity (e.g., vandalism, unauthorized encampments, drug use).
 - Litter or Illegal Dumping
 - Any issues requiring Public Services intervention (e.g., graffiti, irrigation problems, fallen trees).
- **Reporting:** Immediate violations will be addressed per protocol. Maintenance concerns will be documented and forwarded to Public Services.

3. Frequency & Follow-Up

- Initial inspections will occur twice a day (morning and afternoon) with follow-ups as needed.
- Persistent issues will be escalated to supervisors for additional resources or enforcement.

4. Coordination with Parks & Recreation/Public Services

- CCOs will submit detailed reports to the Parks & Recreation and Public Services team, including photos and location specifics, to ensure timely resolution.

Thank you,
Candido

From: "Tarala, Jason" <Jason_Tarala@sheriff.org>
Date: April 14, 2025 at 1:57:47 PM EDT
To: "Garcia, Ana M." <agarcia@daniabeachfl.gov>
Cc: Nicholas Romano <Nicholas_Romano@sheriff.org>
Subject: BSO Meeting Update

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.

Good Afternoon, Manager Garcia,

This is an update regarding our phone meeting last Friday. We have placed our new eye in the sky tower in Chester Byrd Park, which will stay there for the foreseeable future. We have also implemented mandatory daily directed patrols for both Bravo and Alpha shifts for Chester Byrd Park, Frost Park, and City Hall to address the concerns that were discussed in our meeting. My crime suppression team will also be implementing an undercover proactive element for Chester Byrd Park, referencing possible illegal narcotics being used or sold.

Our homeless outreach team will continue their proactive work and make daily checks at city hall to work with the homeless and offer services and reunification if available. All my deputies will proactively address the concerns discussed, and I will send you weekly statistics of our operation and enforcement activity at all three locations.

I have also directed my two administrative sergeants to contact Cassi and Barbara this week so everyone is on the same page and can work together to address these issues as a team.



Sheriff Gregory Tony, Ph.D.

Jason Tarala

Captain – District Chief

City of Dania Beach

Broward Sheriff's Office

Office : 954-926-2400

Please note that Florida has a broad public records law and all correspondence to me via email may be subject to disclosure.

www.sheriff.org





CITY OF DANIA BEACH

COMMUNITY DEVELOPMENT DEPARTMENT

MEMORANDUM

DATE: April 22, 2025

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

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

FROM: Eleanor Norena, CFM, Community Development Director 

RE: Manager's Monthly Report – March 2025 – Community Development Department

The following is a summary of Community Development Department activity during the month of March 2025.

Building Division:

The Building Department reviewed and issued 216 building permits and conducted 1,362 inspections. The Department issued three Certificates of Occupancy (two residential and one commercial) for the month of March 2025.

Planning and Zoning Division:

DR-007-25/RZ-006-25 Dania Pointe:

This submittal is a revision to the Design Development Guidelines (DDGs) for the Dania Pointe Development to update the increase of hotel rooms, commercial square footage, addition of residential units, addition of mid-rise residential units and building types, and adjustment of development dates for the overall project. This project is currently being reviewed by DRC.

SP-043-24 /TX-044-24 Braha Dania Site Plan & text amendment request: This submittal is for 214 units in the RAC to request amendment to the height regulations for East Dania Beach Blvd Mixed Use (EDBB-MU) district from 4 to 7 stories to develop a mixed-use containing retail and hotel with 196 keys, a condo/apart-hotel with 196 keys, and 18 townhomes. This project is currently being reviewed by DRC.

Miscellaneous Zoning Activities:

The Zoning Division processed 32 new Certificates of Use applications for new businesses in the City for the month of March 2025.

The Zoning Division processed, inspected, and approved one (1) new Vacation Rental Certificates and issued one renewal of an existing operating Vacation Rentals for the month of March.

Code Compliance Division:

The Code Compliance team oversees the Downtown city center, concentrating on addressing issues such as graffiti, illegal signage and the upkeep of properties to maintain the area's aesthetic appeal and ensure community standards are upheld.

This month, a total of 75 complaints were submitted through the City's Ask Dania Beach App and promptly inspected by our code enforcement staff.

The Code Compliance staff collaborate with Public Services to address bulk trash and nuisance issues throughout the city. This month, a total of 32 bulk notices were issued.

Please find noise complaint details as outlined below:

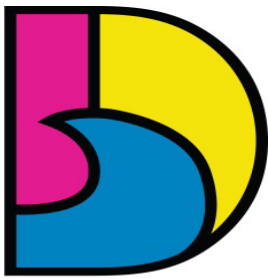
Date of Complaint	Address	Issue	Code Officer	Resolution
3/5/2025	801 E Dania Beach Blvd	Construction starting at 4:30am	A. Westberry	Resident was advised to contact BSO for after hours noise complaints. BSO report will be used for violation notice.
3/12/2025	710 SE 3 Ct	Noise -12:30am-2am	A. Westberry	Resident was advised to contact BSO for after hours noise complaints. BSO report will be used for violation notice.

Please find vacation rental complaint details as outlined below:

Date of Complaint	Address	Issue	Code Officer	Resolution
3/18/2025	4406 SW 37 Ave	Renting for less than 5 days	R. Ali	Case already opened on property, scheduled for hearing on 4/21/2025.
3/21/2025	402 SE 5 St	Trash/debris, trash cans left by street day after trash pick-up	A. Westberry	Recur violation notice issued for trash cans being left out, scheduling for hearing.

Beach Ranger and Parking Division:

- Beach Rangers patrol downtown City Center and all active construction sites for any parking and noise violations.
- Staff reported three violations at the beach in the Ask Dania Beach App including safety issues, and aesthetics.
- Staff continue to monitor the pier, parking lot and sand areas to address violations which include, but are not limited to, placement of tents, smoking, bonfires, and dogs. 726 violations were observed and addressed.
- Beach Rangers are monitoring the marina for any unauthorized activity and any maintenance concerns.
- Beach Rangers monitor the beach lot for capacity on weekends and holidays. Staff directs traffic in the beach lot to keep the traffic flowing for safety.
- The FAU parking lot is being monitored by the Beach Rangers on weekends and holidays for valet parking, City staff parking, FAU student parking, and Lucky Fish / Quarter Deck employee parking.
- Beach Rangers continue to work with BSO Homeless Outreach to address homeless issues at the beach.



DANIA BEACH
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CITY OF DANIA BEACH HUMAN RESOURCES DEPARTMENT

MEMORANDUM

DATE: April 14, 2025

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

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

RE: Human Resources and Risk Management Report

The following is a summary of last month's Human Resources and Risk Management activities.

Posted (5)

- Summer Camp Counselors (2)
- Deputy Director, Finance
- Beach Lifeguard (PT)(2)

Interview/Offer Process (7)

- Assistant Project Manager
- Lead Beach Maintenance Worker (Internal)
- Maintenance Worker II
- Marketing Communications Intern
- Beach Ranger (PT)
- Beach Ranger
- Equipment Operator I (Beach)

Background Process (14)

- Service Worker II
- Lifeguard (OC)
- Recreation Assistant (OC)
- Recreation Assistant
- Beach Lifeguard (OC)
- Recreation Coordinator II – Administration
- Transit Coordinator
- Specialist, Permit Services
- Technician, Utility Customer Services
- Summer Camp Counselor (5)

Recent Hires/Status Changes (7)

- Code Compliance Officer
- Office Manager
- Park Ranger (PT)
- Recreation Assistant (PT)
- Public Services Administrator (Promotion)

- Service Worker II (Promotion)
- CIP and Grant Administrator (Promotion)

We are continuing our recruiting efforts to fill our vacant positions and expect to hire fourteen (14) candidates who are currently at various stages of the background process. We have had a strong focus on target recruiting to give some of our hard to fill jobs more visibility. This includes marketing to our networking channels such as LinkedIn, Pipeline via our Attract Tool and specialized industry organizations.

On April 16, Travis Campbell, our Talent Acquisition Specialist and Rafael Acosta, Recreation Manager, Parks and Recreation will be attending a Career Fair at Sheridan Technical College. This is a great opportunity for us to highlight the job opportunities for students in the trades programs offered at the schools.

Training and Development

On April 1, our Chief Human Resources Officer presented the second and last session of our HR Management Training, which covered a range of important topics, including compliance with labor laws, performance management, recruitment, critical city policies, and addressing employee retention challenges. The feedback received was very positive.

On April 10 and 14, we hosted two new training sessions facilitated by Shani Lenard, a new trainer, a highly experienced organizational development and human resources leader in the private and public sectors. These two interactive sessions focused on Building Stronger Teams and enhancing Teamwork and Collaboration Skills. These are hands-on sessions which emphasize practical techniques that can be directly applied to make work more efficient, cohesive, and enjoyable. This feedback was overwhelmingly positive from the participants.

We are preparing for the Annual Procurement Training on April 21 and 22 in collaboration with the Procurement Office. These two sessions will cover essential topics, including our procurement policy, P-Card usage guidelines, and best practices for vendor relations.

Risk Management, Wellness and Safety

Our Risk Manager has now visited all City facilities and has made several recommendations to improve the safety of team members and residents. He is also reviewing all risk safety training materials and documents and safety procedures and policies. Risk Management coordinated the quarterly Safety and Wellness Committee meeting held on March 27. The meeting covered a diverse range of topics crucial for maintaining a safe and healthy environment and building a culture of safety and included BSO.

The Risk Manager met with our insurance broker, Michele Martin, Sr. Vice President at Brown and Brown, to start discussions about the City's upcoming insurance renewals and are working to create new insurance requirement guidelines for the City's contract. The Risk Manager also met with Lauren Quinto, Safety Risk Management Consultant at Public Risk Underwriters of Florida to discuss safety education and give her a brief tour of Dania Beach.

Compensation and Benefits

On April 17, we will be hosting a Thriving Thursday session which will now include a new service, On Spot Dermatology, a mobile dermatology clinic that will be parked outside City Hall.

We have completed our review of data received from the annual (Public Employers Personnel Information Exchange) PEPPIE survey; this is a statewide municipal salary survey which includes salary data from close to 100 municipalities across Florida. The information in the survey was used to review our current pay plan. We are now in the process of implementing job ranges changes for a few positions.

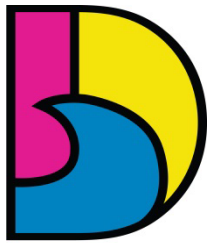
We held our first collective bargaining session with AFSCME on March 27. The second session will be held on April 17 (which was rescheduled at the union's request). The City presented proposals at the first session and looks forward to receiving feedback from AFSCME.

We are preparing for our second "Take Our Children to Work" on April 24 at IT Parker Community Center. We are prepared for a fun and immersive day with the participants where they will be able to engage in Workshops and Presentations.

Continuous Improvement Projects

We are currently researching succession planning vendors/software tools to include in our budget for the upcoming year and to accomplish our goal outlined in the Strategic Initiative.

We have completed our kickoff call with the JDXpert software solutions team. This initiative is to work towards creating and maintaining our job descriptions in one centralized database solution, which integrates with our Talent Management system.



DANIA BEACH
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CITY OF DANIA BEACH PARKS AND RECREATION DEPARTMENT

MEMORANDUM

DATE: April 15, 2025

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

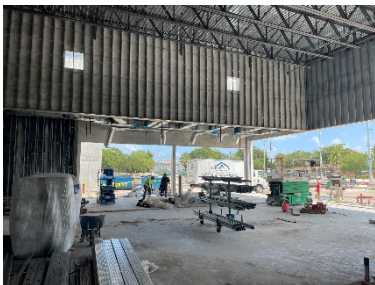
FROM: Cassi Warren, CPRP, Parks & Recreation Director

SUBJECT: Parks and Recreation Updates

Parks and Recreation Department Updates Project updates

Project Updates:

- CW Thomas Park – The CW Thomas Park continues to move along quickly. The construction of the building is 55% complete. Roofing in underway, plumping, electrical, HVAC installation is ongoing. All concrete flooring slabs are complete. Water, sewer taps, and drainage are complete until the old community center is demolished and the football field construction starts. The installation of the exterior glass curtain wall should begin at the end of April. The pool building shell is almost complete and the constructor should be pouring the pool concrete the end of April. The pad for the outdoor basketball is ready for asphalt and the court construction is taking place. The ground has been graded for the playground installation and construction is to begin the week of April 7th.



BURKHARDT CONSTRUCTION, INC. CW Thomas Park 4-14-25



BURKHARDT CONSTRUCTION, INC. CW Thomas Park 4-14-25

- Mullikin Park – Construction of Mullikin Park is nearing completion. We are wrapping up the final items, lights, additional fencing and mulch. The ribbon cutting is scheduled for April 23rd at 4:30pm.
- Olsen Middle School – Design is ongoing. Staff is working with the school board to begin the process for the addendum to the license agreement to incorporate Building 3 at Olsen Middle School into the agreement.
- Chester Byrd Park – Staff has provided procurement with the document to put out the RFQ for the design services of the project. The bid should open the week of April 7th.
- PJ Meli Park – Bermello Ajamil is working on the design of the park. Staff held a meeting to provide more direction based on conceptual renderings of the building on April 1st. The bid for the Construction Manager at Risk is open and closes on April 11th.

The Dania After Dark series wrapped up on Saturday, April 12th with the Blues and BBQ event. The event was a great success. The Dania After Dark event series continues to grow and provides a modern, vibrant experience for all! We look forward to kicking off the next series with Oktoberfest on October 11th.

Staff are preparing for the annual Spring Egg Hunt on Saturday, April 19th at 10am at Frost Park.

March was a busy month for Ocean Rescue, recording the highest attendance rate ever on the beach with 81,345 based on lifeguard attendance estimates. Four new on-call lifeguards who have been onboarded are going through their 48-hour USLA Training and will be ready to sit in towers in early April.

Lifeguards have had an increase in incidents with patrons attempting to drive their vehicles on the beach.

Ocean Rescue Report:

- Rescues – 1
- Medical – 2
- Law Enforcement Calls – 0
- Missing Person – 1
- Wildlife or Domestic Rescue – 2

Parks and Recreation staff partnered with the Dan Marino Foundation to offer Autism Awareness Training to Recreation Staff. 9 staff have attended the training thus far with 6 additional staff attending the training at the end of this month. The goal of staff attending this training to provide them with the tools necessary to ensure our programs can be as inclusive as possible.

Summer Camp registration has kicked off. Registration has started off smoothly. Frost Park and PJ Meli Camps are sold out. CW Thomas has eight participants registered. Jr. Lifeguard Camp week one is four participants away from being sold out, week two is half full and week three and four registrants are slowly coming in for.

CW Thomas staff began a new community program called Checkmate Academy where participants come together to learn strategies and play chess.

PJ Meli will be kicking off a new youth program called Sweet Creations in May and the first session is sold out.

Ongoing programs:

- Rising Stars at CW Thomas Park, Frost Park and PJ Meli Park
- FitFusion at CW Thomas Park
- Hip Hop and Contemporary Dance at CW Thomas Park

- Tint Tots at CW Thomas Park
- Gracefully Aging at CW Thomas Park
- Grooving Gourmets at CW Thomas Park
- Gaming Club at CW Thomas Park
- Domino Club at CW Thomas Park
- YAC at PJ Meli Aquatic Complex
- Tot Time at PJ Meli Park
- Karate at PJ Meli Park
- Swim Team at PJ Meli Park
- Waterpolo at PJ Meli Park
- Social Seniors at PJ Meli Park
- Kreation Station at Frost Park
- Sew Kreative at Frost Park

Registration has opened for the 2025 Dolphin Football and Cheer program.

Athletic Programs (ongoing/upcoming):

- Football at Frost Park
- Tarpons Soccer at Frost Park
- Adult Kickball at PJ Meli Park
- Lil Sluggers at PJ Meli Park
- Lacrosse Clinics starting March 1st

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



CITY OF DANIA BEACH MARKETING AND COMMUNICATIONS DIVISION MEMORANDUM

DATE: April 15, 2025
TO: Ana M. Garcia, ICMA-CM, City Manager
FROM: Nannette Rodriguez, Director of Marketing and Communications
SUBJECT: Marketing and Communications Division Report

The City's website, social media, digital signs and Cable TV Channel 78 continue to be updated with relevant, new and important information. Media support is provided to all City departments and their projects. There is an ongoing effort to enhance digital communications and engagement by implementing best practices. Below are the latest activities from mid-March to mid-April 2025:

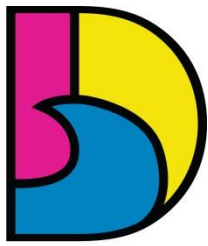
Projects

- Video Production Coordinated and filmed Mayor on the Move at Mullikin Park, including scripting and video review. Recorded and finalized the Earth Day promo video. Produced promotional videos for Blues & BBQ, Spring Egg Hunt, Arbor Day, and multiple athletic park programs. And, finalized Wine and Seafood Festival recap video.
- Event Support & Marketing Materials
Developed materials for Dania After Dark: Blues and BBQ, Earth Day, Arbor Day, Spring Egg Hunt, Day of Prayer, 5K Walking Club, Vendor Workshop, and holidays. Provided support for Lucky Fish Ribbon Cutting, Patch Garden Ribbon Cutting, and BSO Sky Towers. Produced and distributed materials for new smart meters launch, including website updates and mail inserts. Internal events: pizza party, Take Kids to Work Day and Thriving Thursday.
- Community Engagement: Dania Beach Teen Club sock donation drive supporting BSO's Homeless Outreach Program. Love mural unveiling. Promotions for CORE program launched.
- Website & Digital Communication
Led Web Evolve stakeholder sessions and continuously coordinating department website edits to meet content migration deadlines.
- Publications: Finalized and submitted the Pioneer newsletter for printing and mailing. Producing draft concepts for Ledger.
- News & Media Relations: Blues & BBQ, Earth Day, Spring Egg Hunt and Arbor Day coverage in multiple media outlets.

Analytics

- Email campaigns: Emails sent: 8,030; Open rate: 58%; Click rate: 3%

- Facebook: Reach, 46,738; Profile impressions, 97,340; New followers, 162; Followers, 10,838 Post engagement rate, 11.36%
- Instagram: Profile impressions, 29,469; Reach, 30,382; Page visits, 2.7K; New Followers, 599; Followers, 10,434; Post engagement rate, 4.95%
- X: Followers, 2,937; Post impressions, 410; Post engagement rate, 2.69%
- YouTube: Channel views, 1.3K; Subscribers, 613
- LinkedIn: Followers, 1,437; New Followers, 31; Page views, 294
- Everbridge: Community subscribers: 5,476; Alert Dania Beach subscribers: 233; Dania Events subscribers: 128



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CITY OF DANIA BEACH PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: April 22, 2025

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

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

FROM: Fernando J. Rodriguez, Public Services Director

CC: Sean Schutten, P.E., Deputy Director/City Engineer

RE: **PUBLIC SERVICES DEPARTMENT ACTIVITIES – April 1 to April 21, 2025**

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

Departmental Staffing – Administration – Several recruitment efforts have been under way for the past two and a half months to fill a number of important vacancies in the administrative ranks. Of four vacancies, three have been filled in the month of April, as summarized below:

CIP and Grants Administrator

PS Administrator (formerly office manager)

Transit Coordinator

Recruitment in progress: Assistant Project Manager

Women's Club Historic Restoration - The project's specifications have been finalized and the bid process is expected to start in late April. Work should begin before the end of May.

SW 34th Court Drainage Project - Work is expected begin in June, with substantial completion by the end of the year.

Ocean Park Restrooms – These new, fully updated restrooms on the north end of the park will replace the restrooms adjacent to the sand. The permit granting process involves an environmental component, and FDEP will be providing technical information on the specification requirements. Bidding and start of construction expected in the first quarter of 2026.



PUBLIC SERVICES ACTIVITIES

April 1 to April 21, 2025

Date: April 22, 2025

Stormwater Master Plan (SWMP) – Chen Moore and Associates (CMA) provided draft plan document in late February, followed by initial PSD comments in mid-March. By the end of April, PSD and CMA will meet to discuss next steps, including planning and prioritization of generated projects to be started in the coming months and likely into the coming years.

SE Drainage Project – The project's Phase I construction continues to proceed smoothly. The 12 injection wells will be substantially completed during April. Phase II's pre-bid meeting occurred in April, with the bid opening set for May 8. Construction on this phase is expected to begin in June.

GRANTS

FDOT- Highway Beautification Grant – In September, PSD submitted two Highway Beautification Grant applications to help fund the Corridor Landscaping Improvements on East Dania Beach Blvd. The City was notified on January 9, 2025 that both grants totaling \$224,000 have been awarded! The City formally accepted the grants in January, and had a Phase 2 kick-off meeting with FDOT and the consultants in March to outline to project schedule. Design is to be completed in two parts: Phase 2A by July 28, 2025, and Phase 2B by 1/26/2026.

House Appropriations Committee – Community Project Funding – The City is in the process of submitting two (2) projects for Federal funding from the House Appropriations Committee. The first is for the rehabilitation of Lift Station No. 12 in the amount of \$1,000,000. The second is for the Ocean Park Restroom facility in the amount of \$1,000,000. The grant requests are to be submitted by April 18th.

FDOT – NW 1st Street Streetscape Beautification – This grant is for design services for the streetscape beautification project. The agreement with the consultant, Kimley Horn, has been reviewed and accepted by FDOT and will be awarded on the April 22, 2025 Commission Meeting. The design phase is required to be completed by December 31, 2025.



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

DATE: April 14, 2025

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

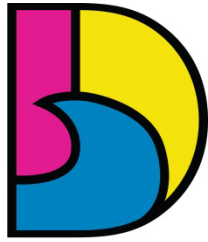
VIA: Candido Sosa-Cruz, ICMA-CM, Deputy City Manager

FROM: Sergio Pellecer, District Fire Chief

RE: Dania Beach Memo to City Manager

Please see the requested information below concerning the March 19, 2025 through April 14, 2025, of the meetings and day to day operations for the BSO Fire Rescue and Emergency Service in Dania Beach:

- Daily morning BSO conference calls – Department Head direction for the day.
- Daily monitoring of Fire Stations and personnel safety – Review Calls and Operations.
- Coffee with the District Chief – Tabletop talk with Station 1-17 crews.
- Agenda reviews team conference calls.
- Agenda reviews with Commissioners.
- Dania Beach Commission Meeting
- BSO Ops Conference call with District Chiefs – Daily morning operations review.
- Fire Station #1 Hardening Grant –The City Team continues to work on Roof and Generator is at the plans review process, extensions for grants filed – This is still on going as of 04/14/2025. Project to be completed by December 31, 2026
- Station 1 New Ceiling Tile replacement by City Team – This project is still ongoing as of 04/14/2025.
- Fire Truck (Quint 17 FRES2265) our ladder truck is being refurbished at Georgia Ten8 facility. Expected completion December 2025, to be back in service January 2026.
- Fire Safety Inspections station 1 and 17
- Continued CASS Reaccreditation preparation Fire Station 1 and 17 scheduled on-site visit May 2025
- City Emergency Plan review process started.
- New Commercial Washing machine replaced at Fire Station 1
- Fire Station 17 Pride project – Painting Common areas.



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

- Statewide Emergency Management Meeting with FDEM
- Patch Ribbon Cutting
- Lucky Fish Ribbon Cutting

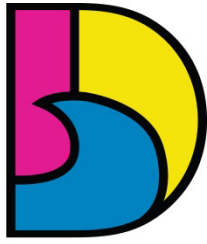
Training during this period –

- Coffee Break / Kitchen Table talk with crews at Fire Station 1 and 17
- Company training – Professional Development
- Pre-Fire plans by Station 1 and 17
- Hydrant Maintenance Station 1 and 17
- Fire Hose packing and deployment training Station 1 and 17 at Hollywood Fire Academy
- Bi-Annual Bunker Gear Wash
- 80 Hour Lieutenant Training
- Hurricane Preparedness Survey Station 1 and 17
- E1 fire crew participated at Hollywood Fire academy training new recruits Class 25-01

Community Outreach & Life Safety Educator March 2025 Activities

- Fire Station 17 Tour by Championship Academy of Distinction
- EMS Detail for Dania After Dark Blues & BBQ

Date	Event	Attendance	Age
03/05– 03/07/2025	National CPS Technician	16	Adult (18+) DW
03/06/2025	Dania Beach Senior Meeting	100+	55+
03/19– 03/21/2025	National CPS Technician Training	15	Adult (18+)
04/05/2025	Coloring Outside the Lines	16	7-18
04/06/2025	Dan Marino Foundation	300	Child – Adult
04/08/2025	Urban Family Gardening	5	Adult 18+



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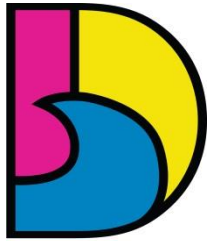
CITY OF DANIA BEACH BROWARD SHERIFF'S OFFICE (BSO) EXTERNAL MEMORANDUM

Fire Mashal March 2025 Activities

Plans Reviewed	38
Annuals	190
BTRs	10
No Access	27
Vacant	19
Complaint	9
1st Reinspection	9
2nd Reinspection	0
3rd (or more) Reinspection	0
Permit Inspections	43
Total Inspections	264
FY Annuals % Complete	43.8%

Fires March 2025

Date	Time	Incident Number	District/Location
03/31/2025	5:21 PM	FDN25033100002056	01J 321 South FEDERAL Highway Dania Beach



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

MEMORANDUM

DATE: April 14th, 2025

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

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

RE: Dania Beach Monthly Memo to City Manager – March/April 2025

Below are the monthly crime reports for part 1 crimes from 3/16/2025 to 4/12/2025:

BROWARD SHERIFF'S OFFICE CITY OF DANIA BEACH

MONTHLY CRIME REPORT 3/16/2025 - 4/12/2025

Charge	201	202	203	204	205	206	207	208	240	Grand Total
AGGRAVATED ASSAULT			2	2	1	1	1			7
AGGRAVATED BATTERY		1			1					2
AUTO THEFT	1	4			1	2	1			9
AUTO THEFT - MOTORCYCLE		1								1
AUTO THEFT - OTHER					1					1
AUTO THEFT - TRUCK / BUS								1		1
BURGLARY BUILDING/STRUCTURE	3			4						7
BURGLARY BUSINESS			1					1		2
BURGLARY CONVEYANCE	2	2		4	2	4	1	3		18
BURGLARY RESIDENCE			2	1	1					4
ROBBERY			1	1						2
ROBBERY BY SUDDEN SNATCHING			1	1						2
ROBBERY-CARJACKING	1									1
SEXUAL BATTERY	1		2	1						4
THEFT		2								2
THEFT - ALL OTHER	1	4	1	2	2	4	3			17
THEFT - BICYCLE		3	1	1						5
THEFT - MOTOR VEHICLE PARTS		1				1	1			3
THEFT - RETAIL / SHOPLIFTING	1	6	7	1		2			14	31
THEFT FROM BUILDING	1									1
Grand Total	11	24	18	18	9	14	7	5	14	120

CRIMESTAR OSSI

4/13/2025

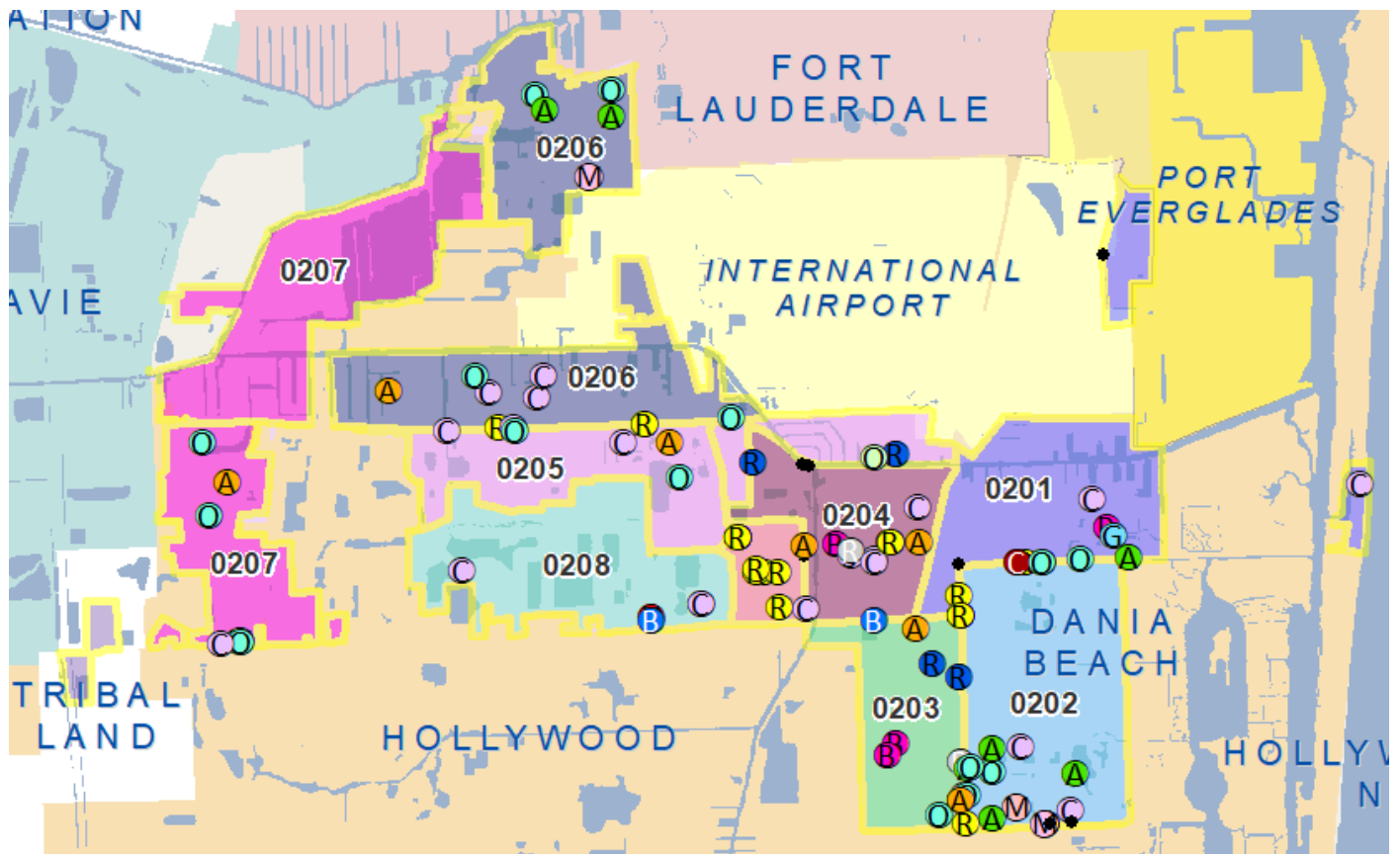
Monthly Crime Report

120 Incidents

- All Other Values (9)

- A** AGGRAVATED ASSAULT (7)
- B** AGGRAVATED BATTERY (2)
- A** AUTO THEFT (9)
- M** AUTO THEFT - MOTORCYCLE (1)
- O** AUTO THEFT - OTHER (1)
- T** AUTO THEFT - TRUCK / BUS (1)
- B** BURGLARY BUSINESS (2)

- C** BURGLARY CONVEYANCE (18)
- R** BURGLARY RESIDENCE (4)
- R** ROBBERY (2)
- C** ROBBERY-CARJACKING (1)
- S** ROBBERY BY SUDDEN SNATCHING (2)
- B** SEXUAL BATTERY (4)
- O** THEFT - ALL OTHER (17)
- B** THEFT - BICYCLE (5)
- M** THEFT - MOTOR VEHICLE PARTS (3)
- R** THEFT - RETAIL / SHOPLIFTING (31)
- G** THEFT FROM BUILDING (1)



Notable Increases/Decreases

When compared to the previous report:

- Overall, part 1 crimes increased by 14%
- Auto thefts **decreased** approximately **29%**
- Burglaries increased by 11%
- Residential burglaries **decreased by more than half**
- Robberies increased
- Total thefts increased by 31%

Total Arrests

3/16/2025 – 4/12/2025
108

- 93 arrests made by Road Patrol
- 9 arrests made by the Crime Suppression Team
- 28 arrests made by Criminal Investigations

Notable Arrests/Initiatives

- Two juveniles were arrested after damaging the parking garage spray painting the wall in Dania Pointe.
- Additional arrests were made relating to retail thefts at Hobby Lobby, BrandsMart, the Nike Clearance Store, Ulta Beauty, and Shoe Carnival.
- A suspect was charged with fraud after deceiving a customer out of \$26,000.
- A victim received several text messages, threatening him and his family's life. The suspect was charged and arrested.
- An adult suspect was arrested for child abuse after beating up two minors.
- The suspect was arrested for dating violence. After he was released, he sent a sexually explicit video of her to another person. He was re-arrested and charged with sexual cyber harassment.
- A suspect was charged with theft and fraud after purchasing expensive furniture with a worthless personal check.

Proactive Enforcement

Overall, 7 felony and 2 misdemeanor arrests were made by Crime Suppression Team detectives. Suspects were arrested for being in possession of a stolen vehicle, sexual battery with a deadly weapon, and narcotics.

Additional arrests were made relating to suspects trespassing in Dania Pointe. A firearm, oxycodone tablets, and 60 grams of cannabis were also recovered during the past month.

CST detectives have also been dedicating additional time to assisting road patrol deputies and CI detectives with taking domestic violence offenders into custody.

Motors/Commercial Vehicle Enforcement

- Between Dania Beach motor units and road patrol deputies, 327 warnings and citations were issued during the last four weeks.
- Units continued their enforcement efforts along Griffin Rd and 600 NW 10th St, to prevent Uber and Lyft drivers from parking/standing for extended periods of time.
- School zones near SE 5th Ave and Dania Beach Blvd continue to be regularly monitored for speeding violations.
- Speed trailers and message boards remain deployed throughout the city. Numerous new, stationary LPRs have also been installed.

Homeless Outreach Team

- A homeless woman was homeless for approximately four months after leaving an abusive relationship. She had no friends or family in the area, and she had trouble obtaining a job due to having only one arm. Homeless Outreach deputies provided her with basic toiletries, and resources for reconnecting with family outside the area. A family member in Seattle agreed to take her in. The Broward County Multi Agency Homeless Taskforce (MAHT) agreed to cover the costs for her transportation. Additionally, she was provided with groceries, clothes, and toiletries to make the four-day trip.
- A homeless man has tried for months to find affordable housing. Homeless Outreach deputies were able to secure a room in Lauderhill, where he can stay as long as he needs. His pet is also allowed to stay with him. He will be provided with meals, cleaning supplies, and a case manager.
- Encampments were located at the following addresses and removed –
 - FEC railroad tracks and 4th Ave
 - SW 42nd Ave and Griffin Rd
 - The Dania cut off canal along Old Griffin Rd
- Ongoing patrols continue at city parks and City Hall.

Neighborhood Support Team (NST)

Follow-Up/Directives/Initiatives

BSO vs City of Dania Beach – April 4, 2025 – BSO vs City of Dania Beach inaugural softball game was held at PJ Meli Park at 6:00pm. All attendee's advised that they had a great time participating in the game. Plans are already underway for a re-match.

Coloring Outside the Lines is a Fine Art – April 5, 2025 – BSO NST Unit held the Annual Autism Painting event. Attendees got the opportunity to paint with BSO Deputies & BSO FIRE. They also had the chance to interact with "BUG" the BSO Fire K-9, along with a personal tour of the fire truck.

Dan Marino Family Fun Day – April 6, 2025 – BSO NST attended the Dan Marino Autism Family Fun Day at Dania Pointe. The event had several hundred attendee's and provided a plethora of resources for individuals with Autism.

Meetings Zoom/In Person

- **March 18, 2025** – Soleste Seaside – 11:00am
- **March 19, 2025** – Drowning Prevention Task Force – 9:30am
- **March 19, 2025** – Dania Beach Woman's Club – 12:00pm
- **March 19, 2025** – Estates of Ft Lauderdale POA Meeting – 7:00pm
- **March 20, 2025** – Gracefully Aging – 10:00am
- **March 20, 2025** – C.O.P. Monthly Meeting – 5:00pm
- **March 27, 2025** – Dania Beach Safety Committee Meeting – 10:00am
- **April 9, 2025** – Dania Beach Chamber Meeting – 11:30am
- **April 10, 2025** – C.O.P. Monthly Meeting – 5:00pm



**BROWARD SHERIFF'S OFFICE
CITY OF DANIA BEACH
CALLS FOR SERVICE – 240 ZONE
3/16/2025 – 4/12/2025**

THERE WERE A TOTAL OF 260 CALLS FOR SERVICE FOR 240 ZONE WITHIN THE LAST FOUR WEEKS.

Calls for Service - 240 Zone		Total
03-HIT & RUN		3
04-ACCIDENT-MINOR		7
04I-ACCIDENT WITH INJURIES		2
08-MISSING PERSON/RUNAWAY		1
12-RECKLESS DRIVER		1
13I-SUSPICIOUS INCIDENT/PACKAGE		18
13P-SUSPICIOUS PERSON		3
13V-SUSPICIOUS VEHICLE		1
14-INFORMATION		11
15-SPECIAL DETAIL		1
16-CHILD/ELDERLY ABUSE/ABANDONMENT/NEGLECT		2
18-FELONY WARRANT		2
22-DISTURBANCE/NUISANCE		4
22N-DISTURBANCE-NOISE COMPLAINT		1
30-LARCENY		19
32-SUICIDE-SUICIDE ATTEMPT		1
38-DOMESTIC DISTURBANCE		2
40-VANDALISM/MALICIOUS MISCHIEF		1
43-LEWD-LASCIVIOUS ACTS		1
49A-AUDIBLE/INTRUSION ALARM		21
49H-HOLD-UP ALARM		1

49S-SILENT ALARM	2
51-TRESPASSING	5
53-EMBEZZLEMENT-FRAUD	2
66-CIVIL MATTER/CUSTODY ISSUE	4
68-POLICE SERVICE CALL	109
72-LOST/FOUND PROPERTY	4
74-RECALL	2
76-AOA (ASSIST OTHER AGENCY)	13
79-HARASSMENT/STALKING/THREAT	3
911 HANG UP/DROP OFF	12
COMMERCIAL STRUCTURE FIRE ALARM	1
Grand Total	260

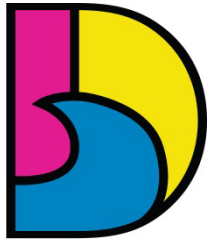
THERE WERE A TOTAL OF 14 PART 1 CRIMES FOR 240 ZONE WITHIN THE LAST FOUR WEEKS.

Part 1 Crimes - 240 Zone	Total
THEFT - RETAIL / SHOPLIFTING	14
Grand Total	14

THERE WERE A TOTAL OF 34 NOISE COMPLAINTS FOR ALL ZONES WITHIN THE LAST FOUR WEEKS.

Date	Address	Zone
3/23/2025 8:18:12 AM	1025 SE 2ND AV	0202
3/22/2025 7:38:33 AM	1025 SE 2ND AV	0202
3/22/2025 3:28:05 AM	1058 SE 6TH CT	0202
4/9/2025 10:38:57 PM	122 N COMPASS WAY	0240
4/9/2025 4:23:43 PM	1310 S FEDERAL HWY	0203
4/12/2025 10:28:45 PM	151 NE 1ST ST	0201
4/9/2025 1:01:50 PM	1554 S FEDERAL HWY	0203
3/24/2025 9:29:16 PM	217 SE 3RD TER	0202
3/30/2025 11:04:36 PM	22 SE 10TH TER	0202
4/1/2025 12:27:42 AM	2750 GRIFFIN RD	0205
3/27/2025 2:30:25 AM	2771 TREASURE COVE CIR	0206
3/22/2025 10:56:25 PM	2797 SW 47TH ST	0206
4/8/2025 11:32:19 PM	37 SW 14TH ST	0203
3/16/2025 12:48:06 AM	4 N FEDERAL HWY	0201
3/23/2025 1:42:35 AM	4131 SW 54TH CT	0207
4/6/2025 1:27:17 AM	4270 SW 49TH CT	0207
3/23/2025 6:49:22 PM	4305 STIRLING RD	0207
4/12/2025 7:02:02 PM	481 S FEDERAL HWY	0202
3/23/2025 11:58:37 AM	4848 SW 45TH AV	0207
4/5/2025 10:18:31 PM	4944 SW 26TH TER	0205
4/9/2025 9:07:28 PM	4944 WHISPERING WAY	0205

3/16/2025 7:31:00 PM	4968 WHISPERING WAY	0205
3/16/2025 6:39:47 PM	4968 WHISPERING WAY	0205
3/26/2025 11:33:15 PM	5840 LAKESHORE DR	0208
3/20/2025 12:36:07 AM	600 E DANIA BEACH BLVD	0202
3/16/2025 1:20:54 AM	600 E DANIA BEACH BLVD	0202
3/30/2025 8:37:29 AM	600 E DANIA BEACH BLVD	0202
4/5/2025 2:00:11 AM	601 E DANIA BEACH BLVD	0201
3/26/2025 2:09:30 AM	606 NW 1ST ST	0204
4/4/2025 1:23:53 AM	702 W DANIA BEACH BLVD	0204
3/29/2025 1:10:54 AM	709 W DANIA BEACH BLVD	0204
4/2/2025 1:37:45 AM	N FEDERAL HWY / SHERIDAN ST	0203
3/23/2025 1:01:51 AM	NW 8TH AV / NW 1ST ST	0204
3/23/2025 2:19:54 AM	SW 54TH CT / SW 40TH AV	0207



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CITY OF DANIA BEACH FINANCE DEPARTMENT

MEMORANDUM

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

FROM: Megan Jelaso, Revenue Accountant

DATE: April 15, 2025

SUBJECT: Finance Monthly Report – March 2025

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

Revenues

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

Capital Projects

- Master Capital projects Schedule to include Grants

Information Technology

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

Business Tax Receipt Activity

- Out of Business/Inactive
- New Applications

Utility Reports

- Delinquency Report
- Meter Replacement Reports
- Aging Report

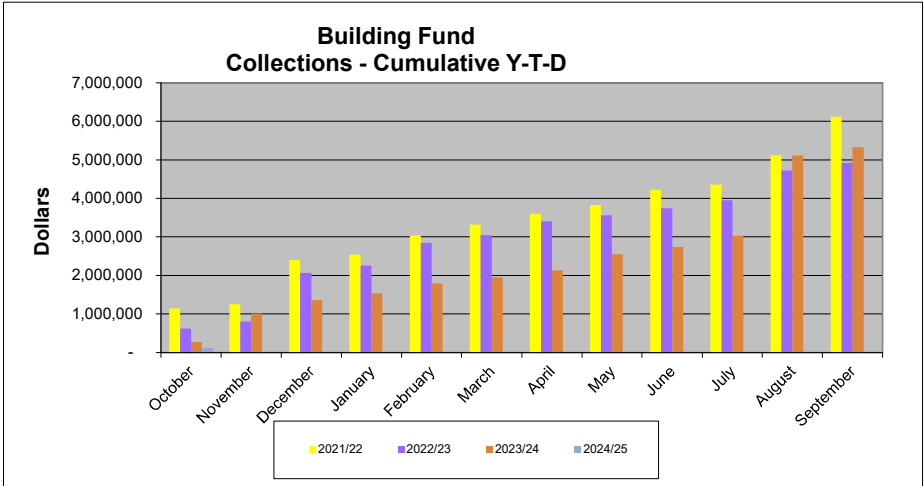
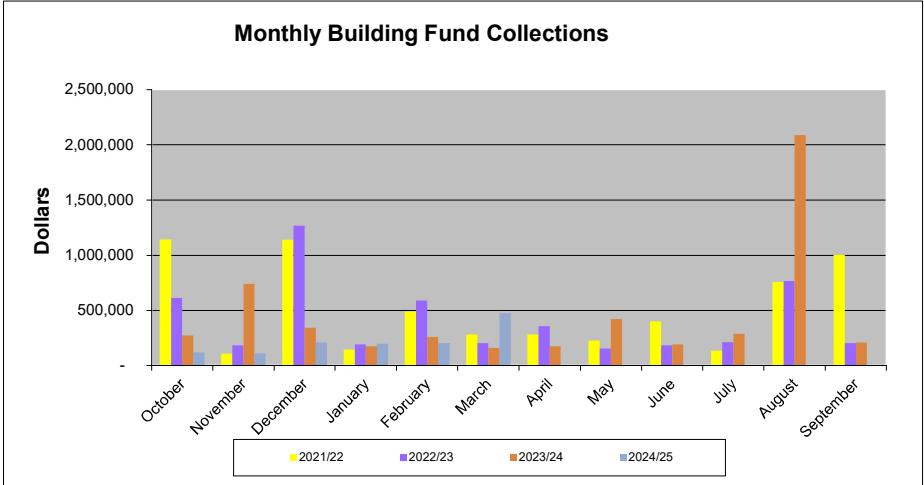
Contingency and Fund Balance Estimate

Building Fund Collections

	<u>2021/22</u>	<u>2022/23</u>	<u>2023/24</u>	<u>2024/25</u>
Monthly				
October	1,144,624	613,610	272,140	120,615
November	107,616	183,413	742,357	110,166
December	1,142,811	1,267,607	343,469	210,595
January	146,194	193,243	175,715	198,574
February	490,813	588,953	258,034	203,711
March	281,847	202,690	159,520	476,218
April	283,429	356,512	175,277	
May	226,093	153,965	421,096	
June	399,287	181,738	191,611	
July	132,426	212,528	288,360	
August	755,979	767,780	2,087,847	
September	1,003,182	202,415	209,254	
Total	6,114,301	4,924,453	5,324,681	1,319,879

	<u>2021/22</u>	<u>2022/23</u>	<u>2023/24</u>	<u>2024/25</u>
Cumulative				
October	1,144,624	613,610	272,140	120,615
November	1,252,240	797,023	1,014,498	230,781
December	2,395,051	2,064,630	1,357,967	441,376
January	2,541,246	2,257,873	1,533,681	639,950
February	3,032,058	2,846,825	1,791,716	843,661
March	3,313,906	3,049,515	1,951,236	1,319,879
April	3,597,334	3,406,027	2,126,512	
May	3,823,427	3,559,992	2,547,608	
June	4,222,715	3,741,730	2,739,219	
July	4,355,140	3,954,258	3,027,579	
August	5,111,119	4,722,038	5,115,426	
September	6,114,301	4,924,453	5,324,681	
Annual Goal	4,741,977	4,868,000	5,191,000	

Building Fund - thru March 2025



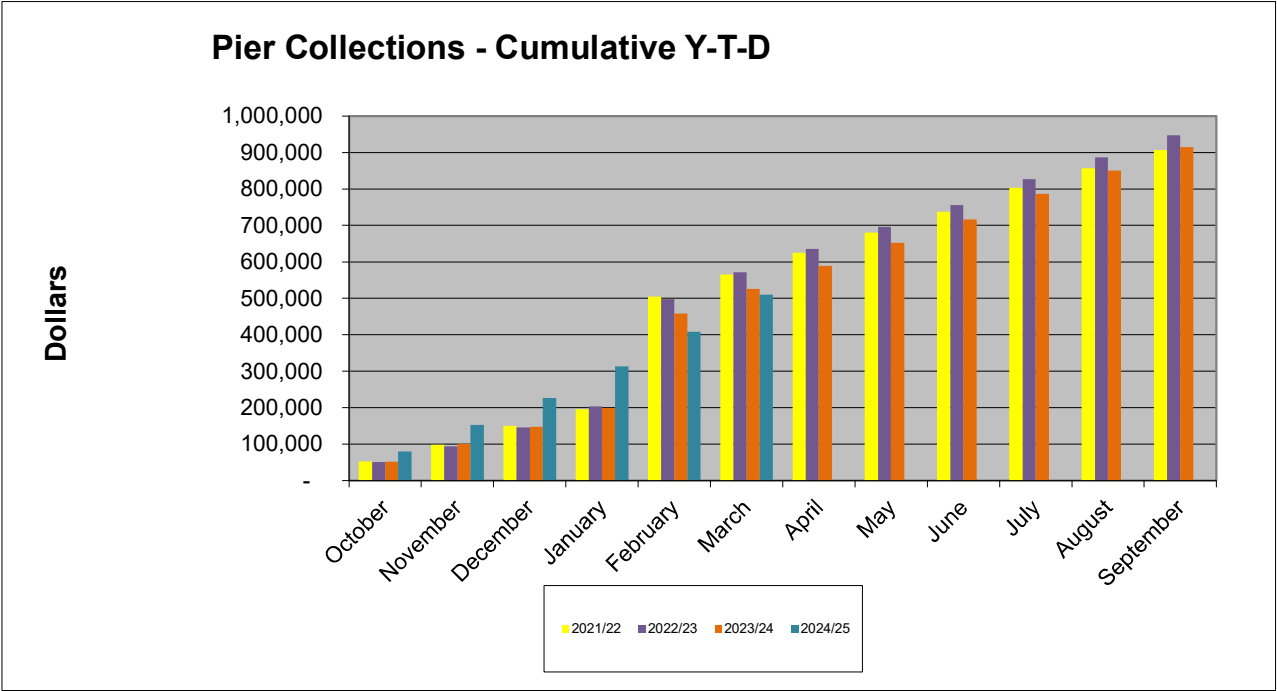
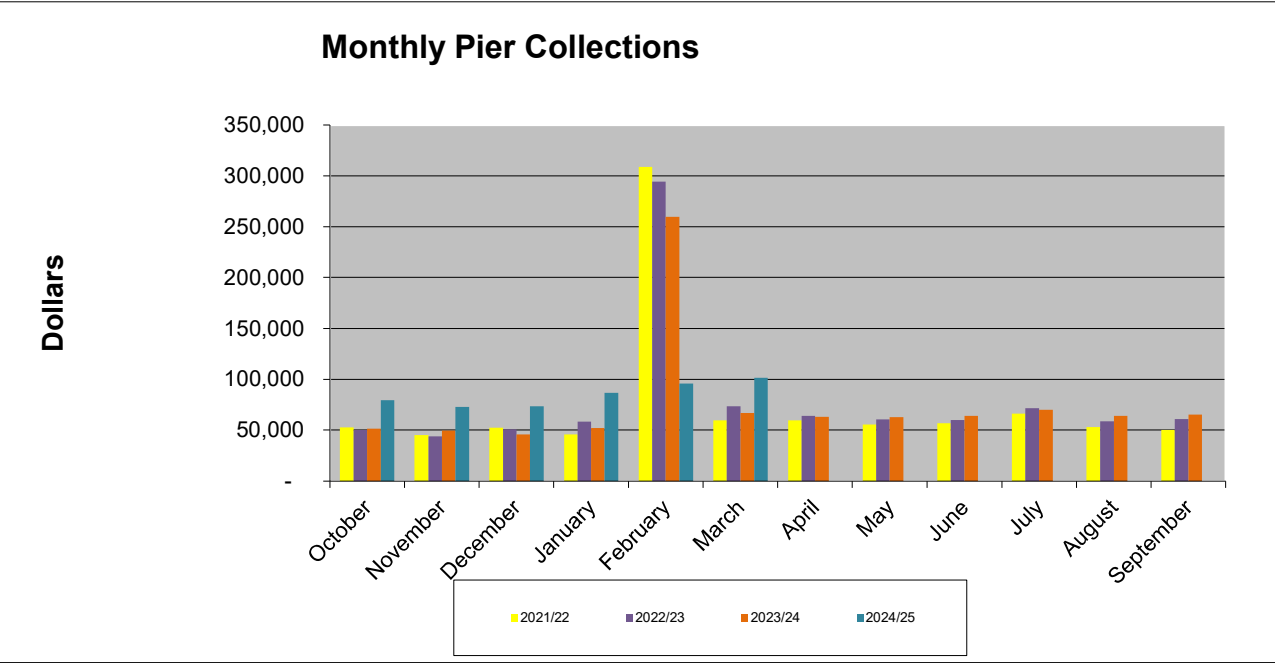
Pier Revenues

	2021/22	2022/23	2023/24	2024/25
Monthly				
October	52,575	50,313	51,495	79,614
November	45,411	43,917	49,561	72,745
December	52,271	50,942	45,928	73,627
January	45,906	58,345	52,190	86,644
February	308,830	294,357	259,466	95,845
March	59,863	73,487	66,698	101,540
April	59,852	63,945	63,244	
May	55,621	60,688	62,991	
June	56,858	60,003	64,114	
July	66,152	71,604	70,205	
August	52,975	58,871	64,092	
September	50,426	60,849	65,294	
Total	906,740	947,320	915,279	510,017

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

	2021/22	2022/23	2023/24	2024/25
Cumulative				
October	52,575	50,313	51,495	79,614
November	97,986	94,229	101,056	152,359
December	150,257	145,171	146,984	225,986
January	196,163	203,516	199,174	312,631
February	504,993	497,873	458,640	408,476
March	564,856	571,360	525,338	510,017
April	624,708	635,305	588,583	
May	680,329	695,993	651,574	
June	737,187	755,996	715,688	
July	803,339	827,600	785,894	
August	856,314	886,471	849,985	
September	906,740	947,320	915,279	
Annual Budget Goal	844,816	937,301	942,488	925,209

Pier Revenues - thru March 2025

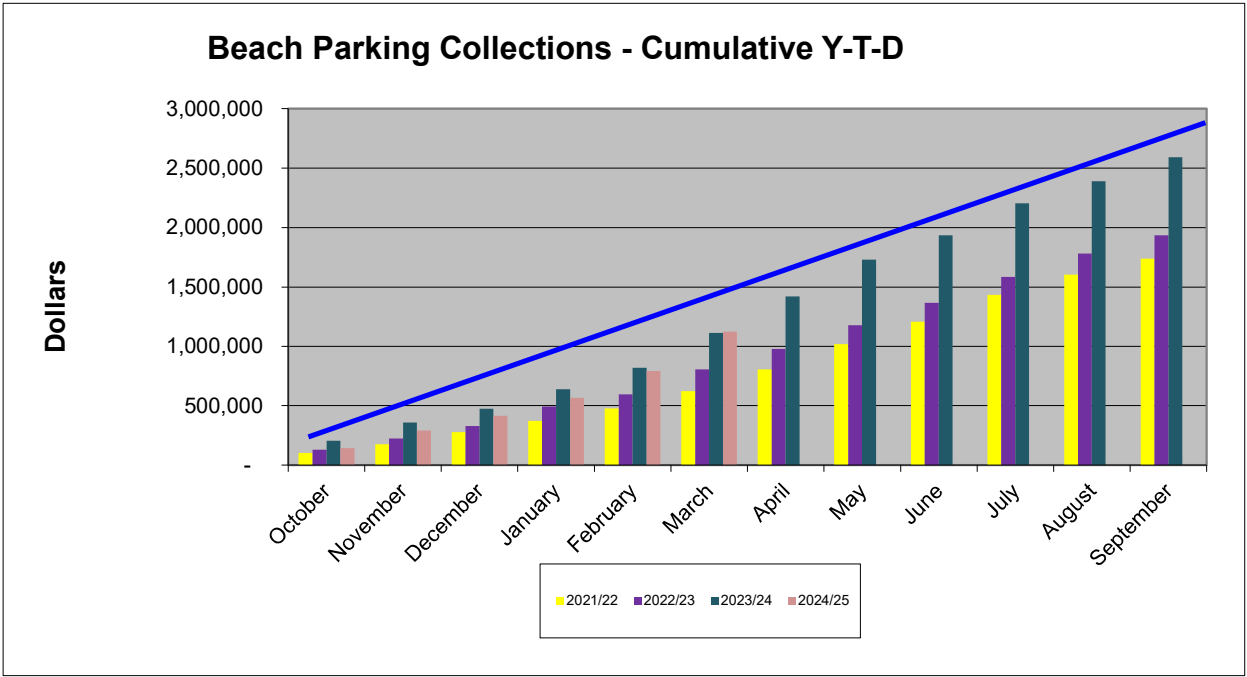
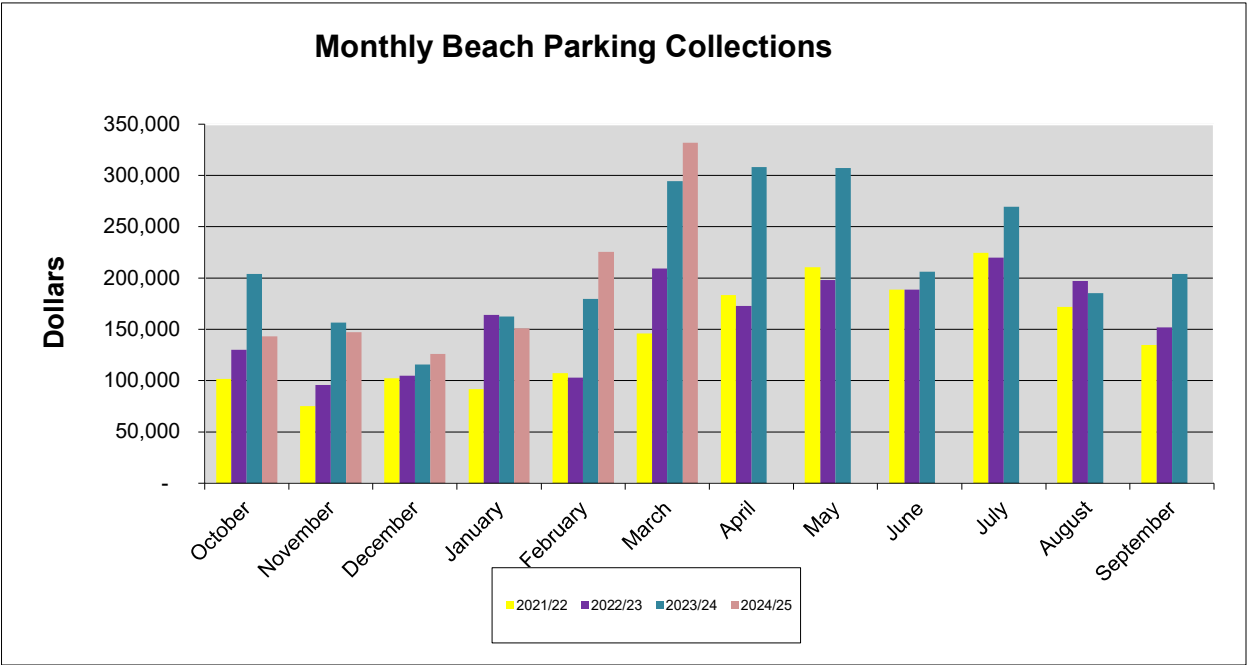


Parking Fee Collections

	<u>2021/22</u>	<u>2022/23</u>	<u>2023/24</u>	<u>2024/25</u>
Monthly				
October	101,582	130,026	203,967	143,031
November	75,146	95,694	156,460	146,923
December	102,321	104,713	115,640	125,726
January	91,751	164,030	162,393	150,948
February	107,375	102,648	179,664	225,332
March	145,848	209,333	294,283	331,815
April	183,397	172,853	308,344	
May	210,704	197,957	307,252	
June	188,603	188,603	206,128	
July	224,411	219,627	269,299	
August	171,951	197,119	185,189	
September	134,616	151,776	204,001	
Total	<u>1,737,704</u>	<u>1,934,380</u>	<u>2,592,620</u>	<u>1,123,776</u>

	<u>2021/22</u>	<u>2022/23</u>	<u>2023/24</u>	<u>2024/25</u>
Cumulative				
October	101,582	130,026	203,967	143,031
November	176,728	225,720	360,427	289,954
December	279,049	330,433	476,068	415,680
January	370,800	494,463	638,460	566,629
February	478,175	597,111	818,125	791,961
March	624,023	806,444	1,112,407	1,123,776
April	807,420	979,297	1,420,751	
May	1,018,123	1,177,255	1,728,003	
June	1,206,726	1,365,857	1,934,131	
July	1,431,138	1,585,485	2,203,430	
August	1,603,088	1,782,604	2,388,619	
September	1,737,704	1,934,380	2,592,620	
Annual Budget Goal	<u>1,347,086</u>	<u>1,558,354</u>	<u>1,800,000</u>	<u>2,500,000</u>

Beach Parking - thru March 2025

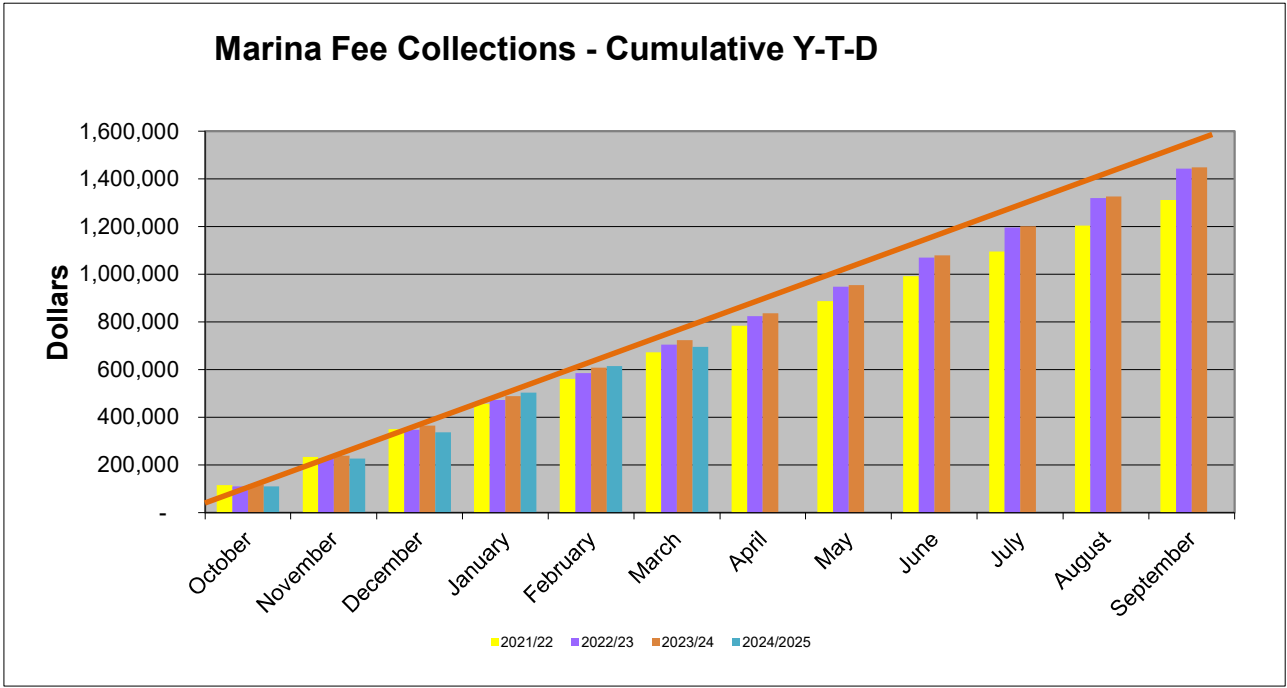
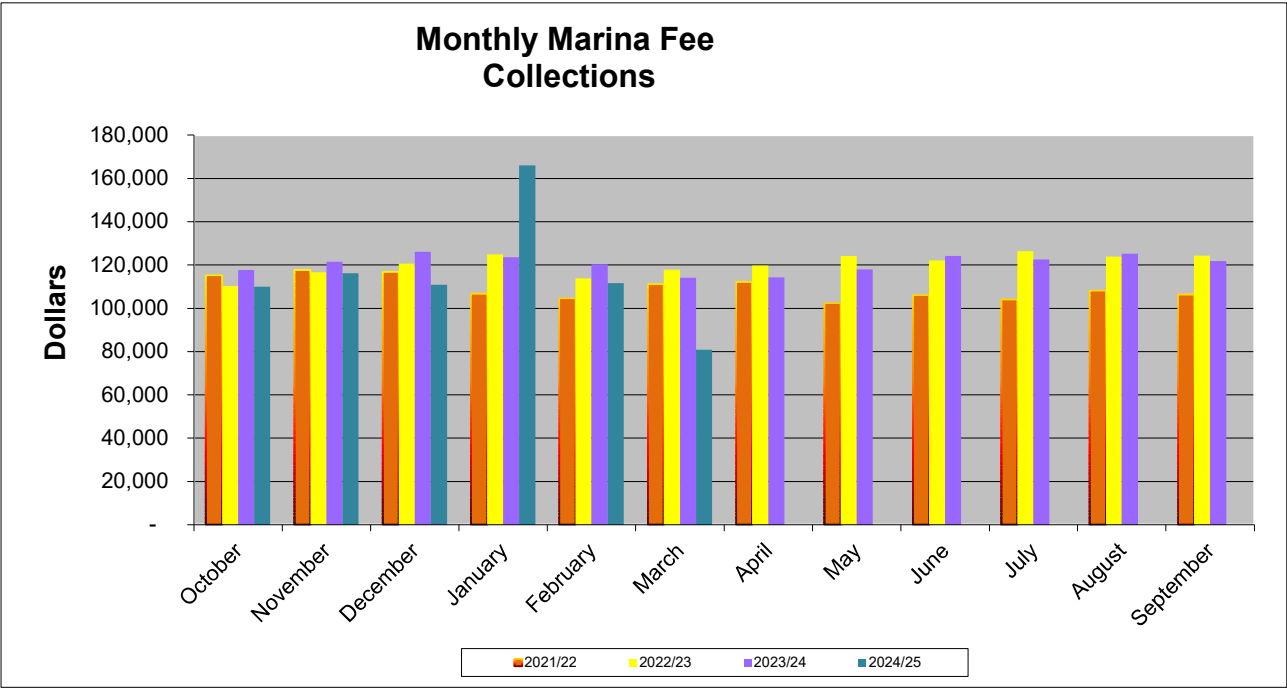


Marina Fee Collections

	<u>2021/22</u>	<u>2022/23</u>	<u>2023/24</u>	<u>2024/25</u>
Monthly				
October	115,264	110,239	117,540	110,024
November	117,663	116,542	121,509	116,103
December	116,830	120,621	126,034	110,921
January	106,673	124,885	123,519	165,987
February	104,605	113,849	120,277	111,553
March	111,125	117,710	114,070	80,864
April	112,170	119,728	114,246	
May	102,373	124,138	117,832	
June	106,001	122,027	124,132	
July	104,000	126,485	122,421	
August	108,096	123,889	125,237	
September	106,418	124,369	121,769	
Total	1,311,218	1,444,481	1,448,584	695,451

	<u>2021/22</u>	<u>2022/23</u>	<u>2023/24</u>	<u>2024/25</u>
Cumulative				
October	115,264	110,239	117,540	110,024
November	232,927	226,781	239,049	226,127
December	349,758	347,402	365,082	337,048
January	456,431	472,287	488,602	503,035
February	561,036	586,135	608,878	614,587
March	672,161	703,845	722,948	695,451
April	784,330	823,574	837,194	
May	886,703	947,711	955,026	
June	992,704	1,069,738	1,079,158	
July	1,096,704	1,196,223	1,201,579	
August	1,204,800	1,320,112	1,326,815	
September	1,311,218	1,444,481	1,448,584	
Budget Goal	1,290,768	1,339,555	1,398,942	1,655,620

Marina Fees - thru March 2025



City of Dania Beach
Commercial Solid Waste Report FY 2024-2025
Payments Received

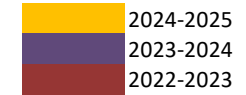
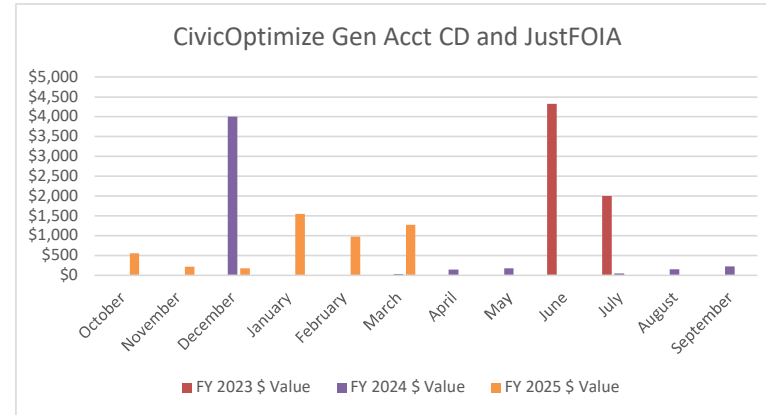
Annual Budget \$ 1,095,000.00

Waste Hauler										
	Choice Waste AKA Waste Connections	Waste Management	All Service Refuse AKA Republic Services	S & S National Waste AKA Bicon, Inc.	Panzarella Waste & Recycling Services	Great Waste	COASTAL WASTE & RECYCLING INC	Tropical Sanitation Inc	General Fund	
Permit Application Fee	75.00	75.00		-	75.00	75.00	75.00	-		
Annual Permit Fee	1,000.00	1,000.00		-	1,000.00	1,000.00	1,000.00	-		Monthly Activity
<u>Monthly Franchise</u>										
Oct	\$ -	\$ 35,091.25	\$ 9,383.63	-	\$ 1,715.74	\$ -	\$ 9,686.41	-	\$	55,877.03
Nov	6,577.06	35,229.82	11,163.01	-	1,474.14	5,681.23	9,988.33	-		70,113.59
Dec	3,175.51	34,742.21	10,021.23	-	1,519.15	6,378.93	7,678.71	-		63,515.74
Jan	-	37,108.84	10,569.28	-	1,359.45	-	5,452.87	-		54,490.44
Feb	6,531.41	35,456.19	11,477.32	-	1,808.55	2,546.17	7,965.12	-		65,784.76
Mar	3,179.99	37,896.94	10,642.19	-	1,100.49	-	7,532.53	-		60,352.14
Apr										-
May										-
Jun										-
Jul										-
Aug										-
Sep										-
Total Mo. Franchise	\$ 19,463.97	\$ 215,525.25	\$ 63,256.66	\$ -	\$ 8,977.52	\$ 14,606.33	\$ 48,303.97		\$	370,133.70
	Choice Waste AKA Waste Connections	Waste Management	All Service Refuse AKA Repucblic Services	S & S National Waste AKA Bicon, Inc.	Panzarella Waste & Recycling Services	Great Waste	COASTAL WASTE & RECYCLING INC		Solid Waste Fund	
<u>Monthly Franchise</u>										
Oct	-	\$ 11,697.08	\$ 3,127.88	-	\$ 571.91	-	\$ 3,228.81	-	\$	18,625.68
Nov	\$ 2,192.36	\$ 11,743.27	\$ 3,721.00	-	\$ 491.38	\$ 1,893.74	\$ 3,329.45	-	\$	23,371.20
Dec	\$ 1,058.50	\$ 11,580.74	\$ 3,340.41	-	\$ 506.38	\$ 2,126.31	\$ 2,559.57	-	\$	21,171.91
Jan	\$ -	\$ 12,369.61	\$ 3,523.09	-	\$ 453.15	\$ -	\$ 1,817.63	-	\$	18,163.48
Feb	\$ 2,177.14	\$ 11,818.73	\$ 3,825.78	-	\$ 602.85	\$ 848.73	\$ 2,655.04	-	\$	21,928.27
Mar	\$ 1,060.00	\$ 12,632.31	\$ 3,547.40	\$ -	\$ 366.83	\$ -	\$ 2,510.84	-	\$	20,117.38
Apr									\$	-
May									\$	-
Jun									\$	-
Jul									\$	-
Aug									\$	-
Sep									\$	-
Total Mo. Franchise	\$ 6,488.00	\$ 71,841.74	\$ 21,085.56	\$ -	\$ 2,992.50	\$ 4,868.78	\$ 16,101.34		\$	123,377.92
Total Receipts	\$ 27,026.97	\$ 288,441.99	\$ 84,342.22	\$ -	\$ 13,045.02	\$ 20,550.11	\$ 65,480.31		\$ 498,886.62	

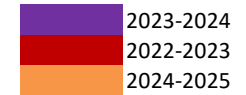
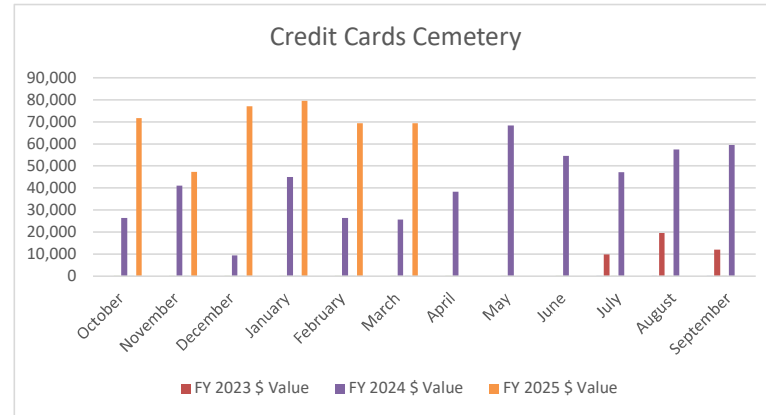
City of Dania Beach: Master Capital Projects Summary as of 05-31-2024

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

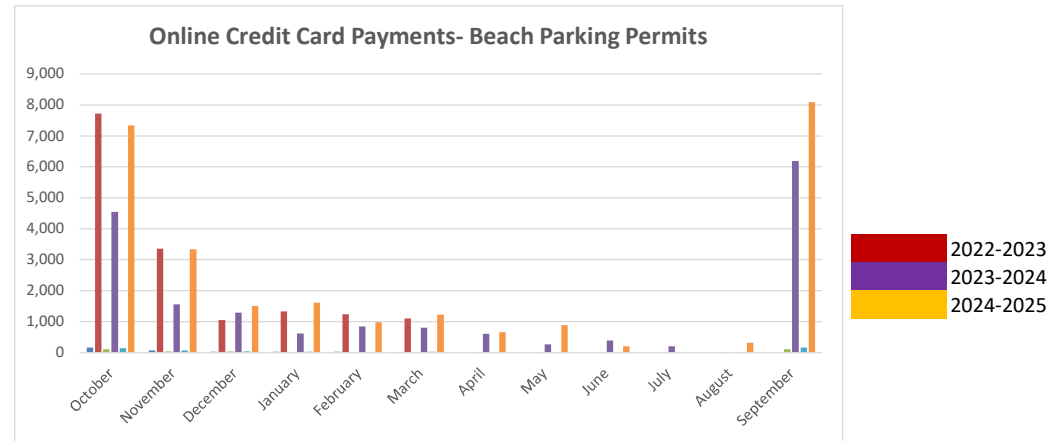
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	<u># of</u>	<u>\$ Value</u>	<u># of</u>	<u>\$ Value</u>	<u># of</u>	<u>\$ Value</u>
	<u>Pymts</u>		<u>Pymts</u>		<u>Pymts</u>	
October					6	\$557
November					3	\$215
December			2	\$4,000	2	\$173
January					13	\$1,545
February					12	\$978
March			1	\$30	4	\$1,273
April			4	\$142		
May			3	\$176		
June	10	\$4,323	1	\$4		
July	1	\$2,000	1	\$50		
August			3	\$150		
September			4	\$226		



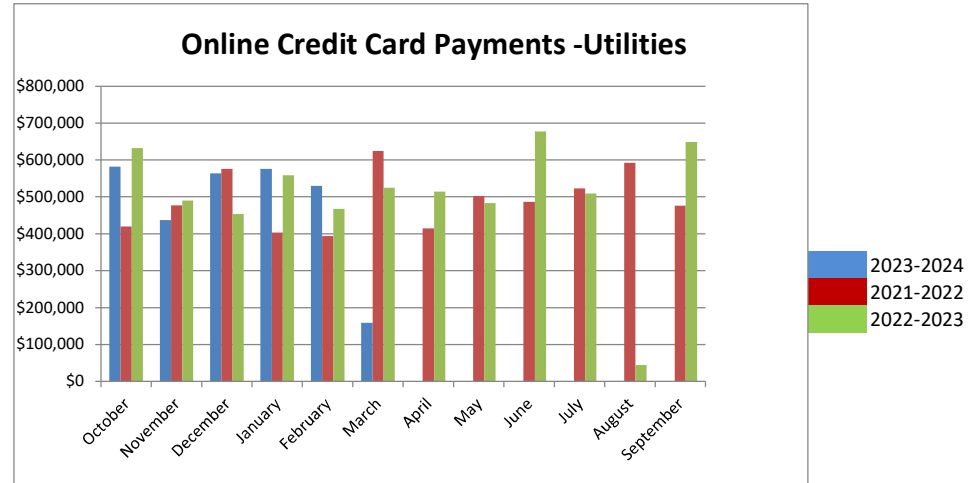
FY 2023		FY 2024		FY 2025	
<u># of</u>		<u># of</u>		<u># of</u>	
<u>Pymts</u>	<u>\$ Value</u>	<u>Pymts</u>	<u>\$ Value</u>	<u>Pymts</u>	<u>\$ Value</u>
October		12	\$26,300	19	\$71,675
November		21	\$41,105	13	\$47,330
December		6	\$9,330	25	\$77,085
January		19	\$44,995	22	\$79,600
February		9	\$26,465	25	\$69,500
March		9	\$25,630	24	\$69,365
April		9	\$38,255		
May		17	\$68,375		
June		18	\$54,575		
July	5	18	\$47,175		
August	8	25	\$57,400		
Septembe	6	17	\$59,485		
	\$41,380		\$499,090		\$414,555



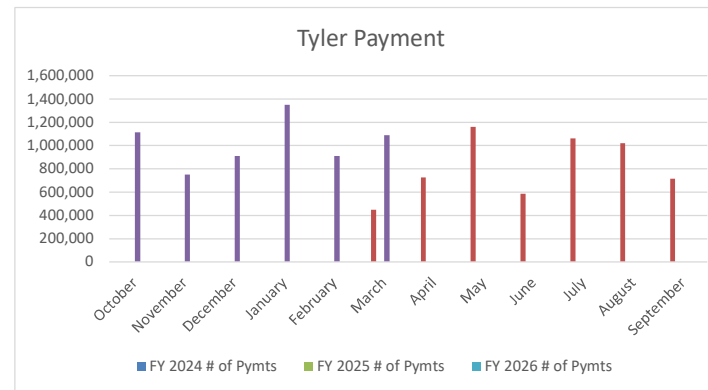
	FY 2025		FY 2023		FY 2024	
	<u># of Pymts</u>	<u>\$ Value</u>	<u># of Pymts</u>	<u>\$ Value</u>	<u># of Pymts</u>	<u>\$ Value</u>
October	158	\$7,720	112	\$4,547	141	\$7,334
November	71	\$3,359	46	\$1,562	74	\$3,333
December	27	\$1,048	36	\$1,284	37	\$1,503
January	26	\$1,332	23	\$615	31	\$1,616
February	30	\$1,241	19	\$851	23	\$979
March	20	\$1,096	18	\$802	26	\$1,225
April			13	\$604	19	\$663
May			10	\$267	21	\$888
June			10	\$385	9	\$208
July			9	\$198	2	\$0
August			2	\$0	20	\$310
September			115	\$6,191	162	\$8,089



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



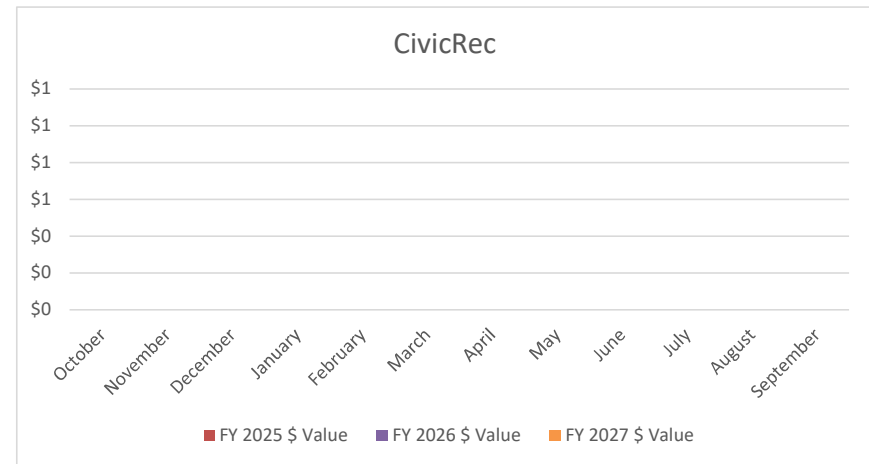
FY 2024			FY 2025		FY 2026	
	<u># of</u>		<u># of</u>		<u># of</u>	
	<u>Pymts</u>	<u>\$ Value</u>	<u>Pymts</u>	<u>\$ Value</u>	<u>Pymts</u>	<u>\$ Value</u>
October			31	\$1,115,216		
November			30	\$749,206		
December			31	\$908,920		
January			31	\$1,351,246		
February			28	\$911,799		
March	31	\$448,959	31	\$1,090,436		
April	30	\$724,743				
May	30	\$1,159,841				
June	30	\$584,435				
July	31	\$1,062,320				
August	31	\$1,020,856				
September	30	\$715,255				



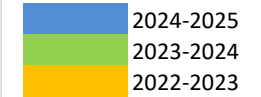
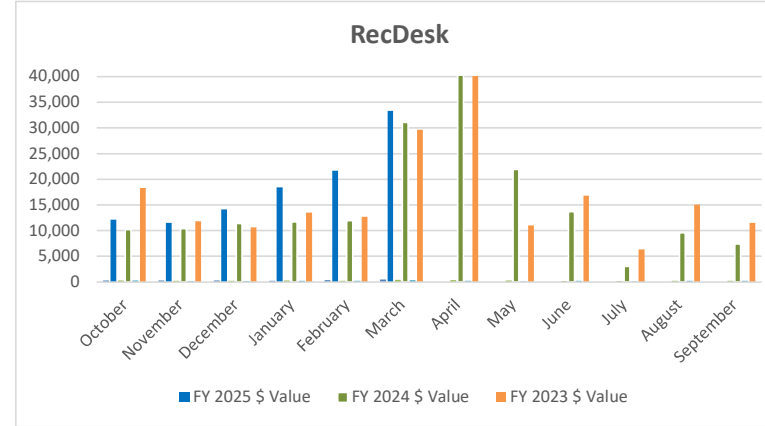
2024-2025
2023-2024
2025-2026

Report is Financial activity summary
Pull information from "Net Financial Activity"

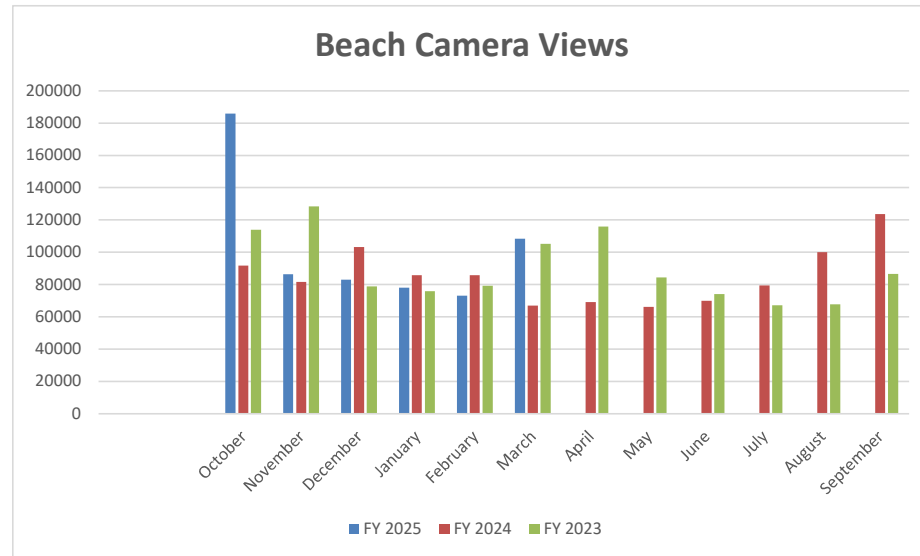
	FY 2025		FY 2026		FY 2027	
	<u># of</u>		<u># of</u>		<u># of</u>	
	<u>Pymts</u>	<u>\$ Value</u>	<u>Pymts</u>	<u>\$ Value</u>	<u>Pymts</u>	<u>\$ Value</u>
October						
November						
December						
January						
February						
March						
April						
May						
June						
July						
August						
September						



	FY 2025		FY 2024		FY 2023	
	<u># of</u>		<u># of</u>		<u># of</u>	
	<u>Pymts</u>	<u>\$ Value</u>	<u>Pymts</u>	<u>\$ Value</u>	<u>Pymts</u>	<u>\$ Value</u>
October	300	\$12,087	305	\$10,189	293	\$18,293
November	244	\$11,481	219	\$10,420	188	\$11,802
December	255	\$14,157	218	\$11,389	184	\$10,643
January	238	\$18,397	266	\$11,741	228	\$13,489
February	382	\$21,671	201	\$11,951	215	\$12,691
March	435	\$33,319	422	\$31,083	339	\$29,674
April			377	\$59,880	229	\$54,344
May			315	\$21,926	147	\$11,025
June			168	\$13,708	216	\$16,773
July			183	\$3,038	125	\$6,317
August			233	\$9,575	242	\$15,031
September			218	\$7,421	240	\$11,545

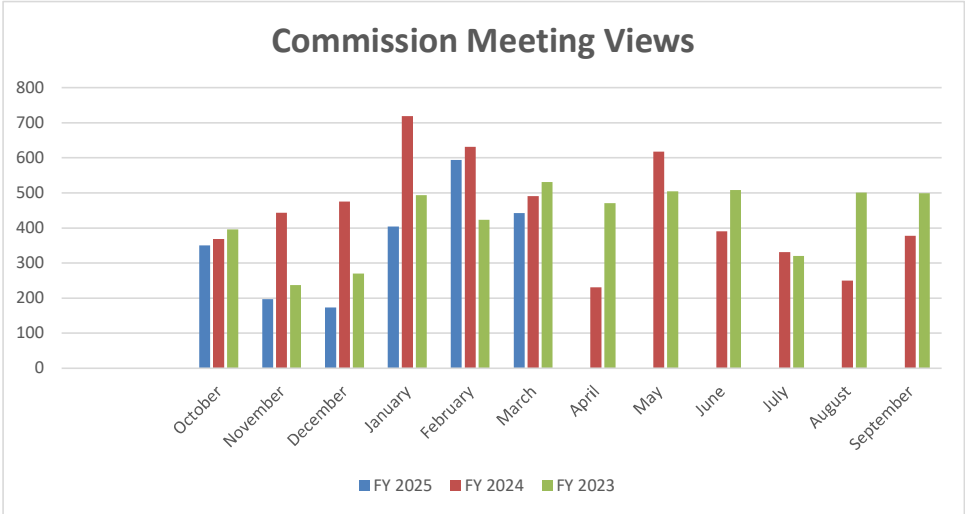


	FY 2025	FY 2024	FY 2023
October	185,800	91,738	113,900
November	86,300	81,622	128,500
December	83,000	103,235	78,800
January	78,000	85,760	75,900
February	73,100	85,861	79,200
March	108,200	67,008	105,100
April		69,102	115,900
May		66,040	84,300
June		70,024	74,100
July		79,388	67,100
August		100,130	67,700
September		123,562	86,599



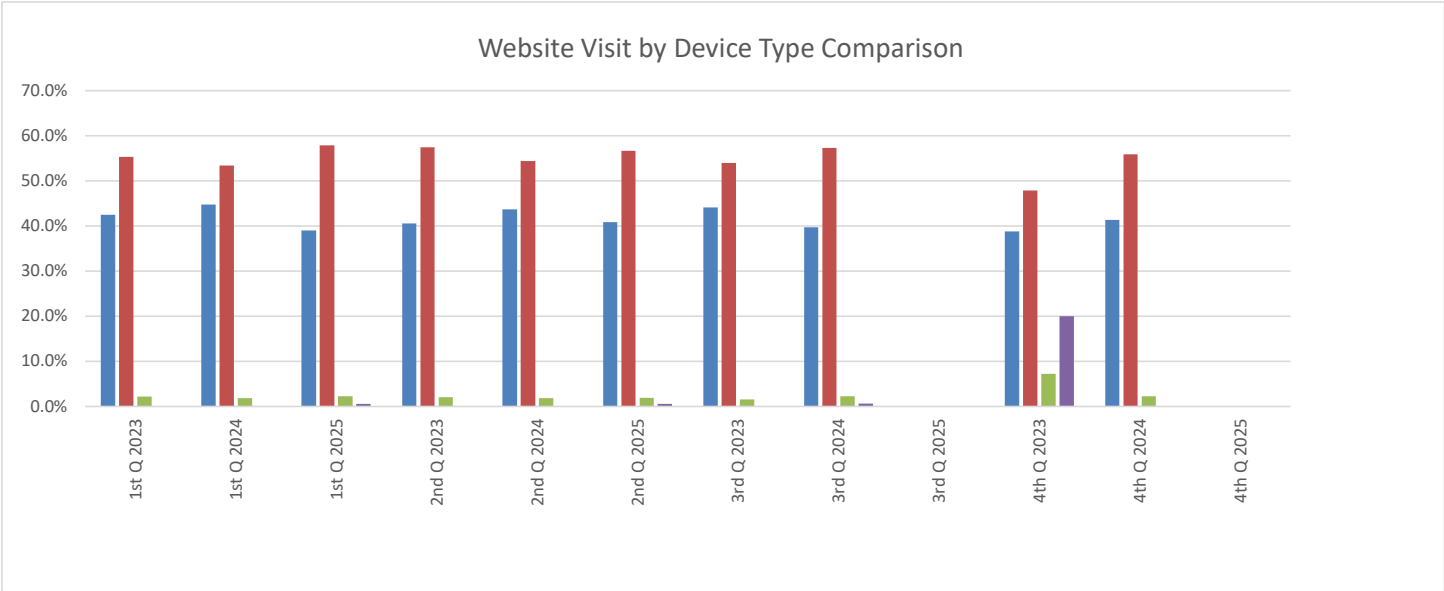
YouTube Channel
FY 2025 **FY 2024** **FY 2023**

October	351	369	396
November	197	444	238
December	173	475	270
January	404	719	494
February	594	632	424
March	442	491	531
April		231	471
May		618	505
June		391	508
July		331	321
August		250	501
September		378	499

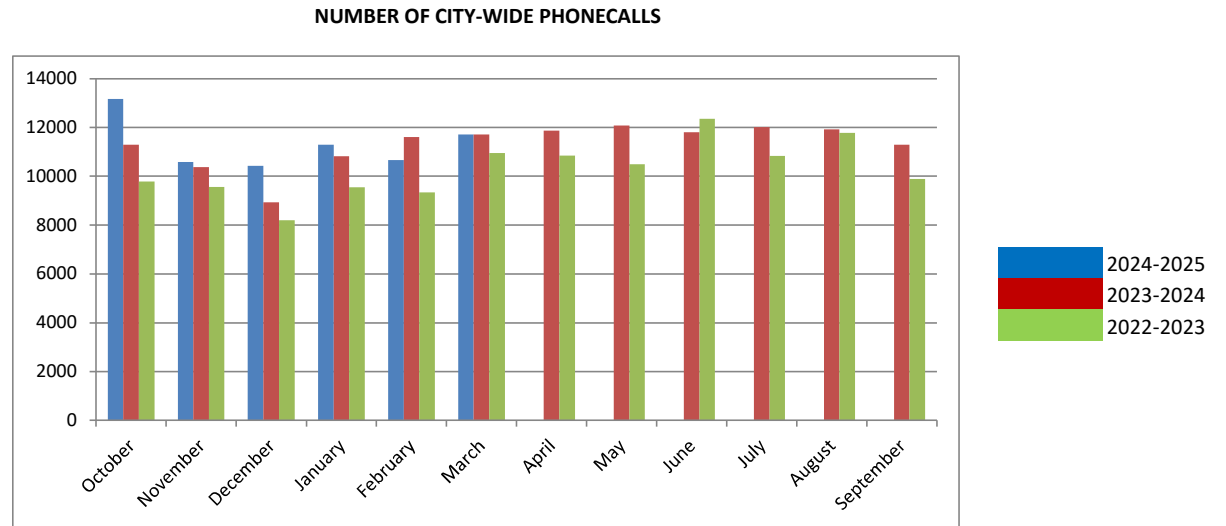


Website Visit by Device Type Comparison

	1st Q 2023	1st Q 2024	1st Q 2025	2nd Q 2023	2nd Q 2024	2nd Q 2025	3rd Q 2023	3rd Q 2024	3rd Q 2025	4th Q 2023	4th Q 2024	4th Q 2025
Desktop	42.5%	44.7%	39.0%	40.5%	43.7%	40.9%	44.1%	39.7%		38.8%	41.4%	
Smartphone	55.3%	53.4%	57.9%	57.4%	54.4%	56.6%	54.0%	57.3%		47.9%	55.9%	
Tablet	2.2%	1.8%	2.3%	2.1%	1.9%	2.0%	1.6%	2.3%		7.3%	2.3%	
Other		0.0%	0.6%		0.0%	0.5%	0.0%	0.7%		20.0%	0.1%	



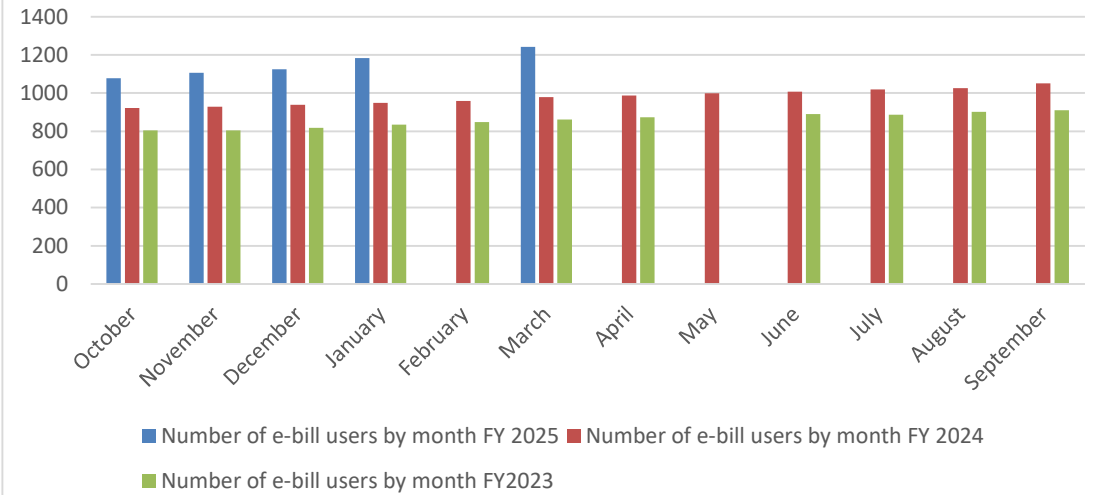
	<u>FY 2025</u>	<u>FY 2024</u>	<u>FY 2023</u>
October	13,174	11,286	9,789
November	10,591	10,370	9,564
December	10,419	8,932	8,197
January	11,291	10,820	9,543
February	10,664	11,612	9,338
March	11,721	11,703	10,946
April		11,869	10,851
May		12,087	10,489
June		11,809	12,351
July		12,019	10,843
August		11,919	11,775
September		11,293	9,897



Number of e-bill users by month

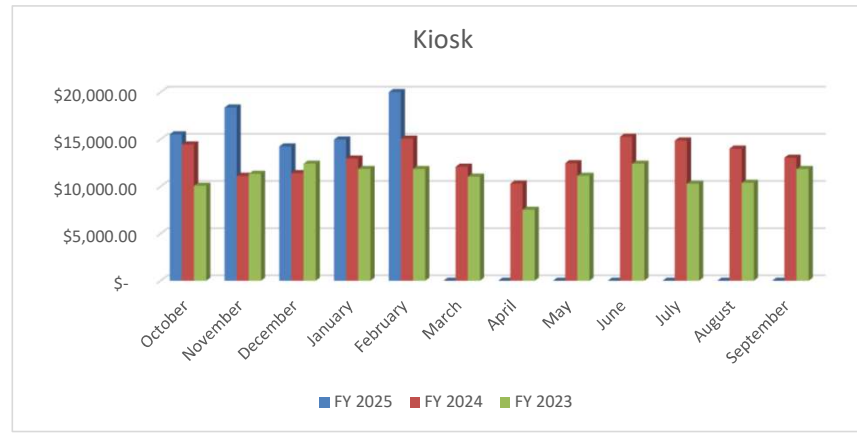
	<u>FY 2025</u>	<u>FY 2024</u>	<u>FY2023</u>
October	1078	922	804
November	1107	929	805
December	1125	939	818
January	1183	948	835
February		959	848
March	1243	979	861
April		988	873
May		999	
June		1008	890
July		1019	886
August		1026	901
September		1051	910

Incremental E-bill Accounts



Kiosk

	<u>FY 2025</u>	<u>FY 2024</u>	<u>FY 2023</u>
October	\$ 15,527.43	\$ 14,452.23	\$ 10,067.50
November	\$ 18,366.36	\$ 11,121.83	\$ 11,339.44
December	\$ 14,241.27	\$ 11,401.43	\$ 12,409.30
January	\$ 14,970.22	\$ 12,953.63	\$ 11,856.78
February	\$ 63,105.28	\$ 15,069.97	\$ 11,856.78
March	\$ -	\$ 12,091.93	\$ 11,032.47
April	\$ -	\$ 10,302.51	\$ 7,514.64
May	\$ -	\$ 12,472.31	\$ 11,120.90
June	\$ -	\$ 15,266.47	\$ 12,405.61
July	\$ -	\$ 14,865.64	\$ 10,289.44
August	\$ -	\$ 14,014.91	\$ 10,380.86
Septembe	\$ -	\$ 13,041.75	\$ 11,842.84



Business Tax Receipt Activity - March 2025

Out of Business/Inactive	# of BTRs	Dollar Amount
--------------------------	-----------	---------------

Total Out of Business/Inactive	0	
---------------------------------------	----------	--

New Approved Applications	# of BTRs	Dollar Amount
---------------------------	-----------	---------------

2750 GRIFFIN HOLDINGS LLLP	1	\$ 1,244.50
ALANT REAL ESTATE LLC	1	\$ 31.50
CARMEL KOSHER LLC	1	\$ 611.75
CCO BOAT CLUB DANIA LLC	1	\$ 13.00
DAIMZ LLC	1	\$ 131.25
DANIA NAIL & SPA	1	\$ 572.50
DB QOZB LLC	1	\$ 63.00
DOMINGO ESCARENO	1	\$ 236.25
DOMINICAN GLAM HAIR SALON	1	\$ 572.50
E & D DANIA LIMITED LLC	1	\$ 31.50
JUICYLICIOUS BAR LLC	1	\$ 546.75
LUCKY FISH II LLC	1	\$ 750.00
MAIA SEVILLA-SHARON	1	\$ 236.25
MANSA INDUSTRIES LLC	1	\$ 725.00
MASTERLY RADIANT	1	\$ 131.25
NATI BAKES FROM SCRATCH	1	\$ 506.88
ORLANDO GARCIA	1	\$ 236.25
RUBEN MESA	1	\$ 196.50
SHOOK MARKET INC	1	\$ 940.00
SUPREME ELECTRIC LLC	1	\$ 725.00
VSS DANIA BEACH LLC	1	\$ 1,465.00
Total New Applications	21	\$ 9,966.63

BTR Status	# of BTRs	Total Dollar Amount
Open Renewals- Current Year	379	\$ 143,345.55
Paid Renewals	2,798	\$ 998,112.13
Total BTRs as of 03/31/2025	3,177	1,141,457.68 **

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

Water Fund	Monthly Utility Account Activity	MISC
------------	----------------------------------	------

	Building/ New Construction Activity				Delinquent Account Activity			New Accts	
	Water Impact Fee		Water Tap Fee		Delinquent		⁵	# per Month	Prior Yr.
	2024	2025	2024	2025	2024	2025	# of Accts		
Oct	3,114.00	44,966.16	1,450.00	3,125.00	2,660.00	3,010.00	602.00	45	47
Nov	-		-	1,557.00	2,865.00	2,890.00	578.00	35	39
Dec	6,228.00	19,168.00	-	1,550.00	2,630.00	2,103.20	420.64	59	48
Jan	-		-		2,995.00	3,846.56	769.31	40	48
Feb	10,241.00	26,469.00	-	1,450.00	2,850.00	3,540.00	708.00	55	40
Mar	1,557.00		1,450.00		2,770.00		#VALUE!		50
Apr	-		-		2,255.00		#VALUE!		58
May	2,900.00		-		2,480.00		#VALUE!		56
Jun	12,456.00		1,750.00		3,005.00		#VALUE!		39
Jul	-		75.00		2,640.00		#VALUE!		43
Aug	63,837.00		1,935.00		2,705.00		#VALUE!		48
Sept	196,961.00	-	2,900.00		3,065.00		#VALUE!		56
Total	\$ 297,294	\$ 90,603	\$ 9,560	\$ 7,682	\$ 32,920	\$ 15,390	#VALUE!	234	572

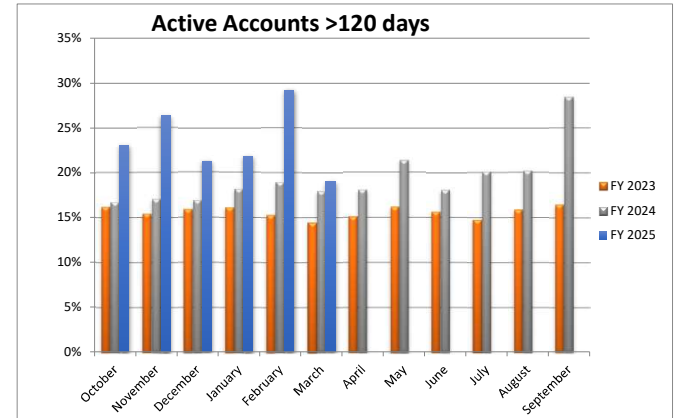
#VALUE!
of City's 4850 account became delinquent for this period

WATER & SEWER UTILITY AGING REPORT

ACTIVE ACCOUNTS

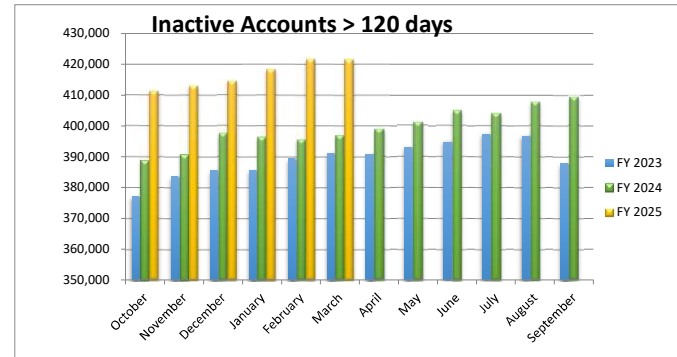
	FY 2023			FY 2024			FY 2025		
	>120 Past Due	Monthly Billings	% DELQ	>120 Past Due	Monthly Billings	% DELQ	>120 Past Due	Monthly Billings	% DELQ
October	184,989	\$ 1,140,696	16%	207,794	\$ 1,241,355	17%	286,955	\$ 1,243,012	23%
November	186,463	1,205,526	15%	216,614	1,267,676	17%	307,108	1,164,508	26%
December	188,661	1,186,620	16%	214,935	1,270,207	17%	278,087	1,308,024	21%
January	188,029	1,165,000	16%	220,340	1,211,794	18%	278,766	1,278,238	22%
February	185,376	1,210,890	15%	231,139	1,217,188	19%	263,943	903,782	29%
March	183,535	1,267,253	14%	235,434	1,310,333	18%	253,837	1,336,359	19%
April	190,502	1,262,289	15%	236,352	1,307,061	18%			#DIV/0!
May	189,684	1,172,418	16%	262,509	1,229,203	21%			#DIV/0!
June	184,340	1,178,310	16%	247,808	1,372,056	18%			#DIV/0!
July	190,677	1,288,709	15%	261,459	1,298,366	20%			#DIV/0!
August	198,874	1,252,551	16%	252,820	1,250,659	20%			#DIV/0!
September	203,881	1,235,287	17%	360,091	1,263,892	28%			#DIV/0!
Annual Avg	\$ 189,584	\$ 1,213,796	16%	\$ 245,608	\$ 1,269,983	19%	\$ 278,116	\$ 1,205,654	#DIV/0!

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



INACTIVE ACCOUNTS

	FY 2023			FY 2024			FY 2025		
	>120 Past Due	% +/-		>120 Past Due	% +/-		>120 Past Due	% +/-	
October	377,040	3%		388,922	2%		411,308	5%	
November	383,454	2%		390,867	3%		413,066	4%	
December	385,515	3%		397,662	2%		414,412	6%	
January	385,601	2%		396,459	2%		418,252	6%	
February	389,237	2%		395,697	2%		421,766	6%	
March	391,059	2%		397,067	2%		421,614	6%	
April	390,781	2%		398,812	2%			#DIV/0!	
May	392,882	2%		401,076	2%			#DIV/0!	
June	394,781	3%		405,003	2%			#DIV/0!	
July	397,219	2%		404,194	2%			#DIV/0!	
August	396,674	3%		407,690	3%			#DIV/0!	
September	387,690	5%		409,329	5%			#DIV/0!	
Annual Avg	\$ 389,328	3%		\$ 399,398	3%		\$ 416,736	4%	



Miscellaneous Billing Invoice Aging Report

Aging Date 03/31/2025

Report By Invoice Type

Description		Current	1-30	31-60	61-90	90+	Total
Invoice Type - CEM - Cemetery							
# 4652 - Eric L Wilson	Reservation of Burial Plot	.00	.00	.00	.00	2710.00	2,710.00
# 5474 - Cokenya D West	Reservation of Burial Plot	.00	.00	.00	.00	250.00	250.00
# 4179 - AJ Manuel Funeral Home	Reservation of Burial Plot	.00	.00	.00	.00	1680.00	1,680.00
# 5736 - Sands, Carolyn	Reservation of Burial Plot	.00	.00	.00	.00	3000.00	3,000.00
# 5756 - Rahming Poltier Funeral Home	Reservation of Burial Plot	.00	.00	.00	.00	4750.00	4,750.00
# 5673 - Agape Funeral and Cremation	Reservation of Burial Plot	.00	.00	.00	.00	5040.00	5,040.00
# 3946 - Eric S George Funeral Home	Reservation of Burial Plot	.00	.00	.00	.00	2380.00	2,380.00
# 5909 - Freeman Funeral Home	Reservation of Burial Plot	.00	.00	.00	.00	1500.00	1,500.00
# 5924- Garcia Gimeno	Reservation of Burial Plot	.00	.00	.00	.00	200.00	200.00
# 5862 - Love and Grace Funeral Home	Reservation of Burial Plot	.00	.00	.00	.00	3360.00	3,360.00
# 5976 - John Hanks Memorial Services	Reservation of Burial Plot	.00	.00	.00	.00	1500.00	1,500.00
# 5925 - Anthony R. Manuel Funeral Home	Reservation of Burial Plot	.00	4640.00	.00	.00	600.00	5,240.00
# 6121 - Christine Smith	Reservation of Burial Plot	.00	.00	.00	.00	1500.00	1,500.00
# 6071 - Bells Funeral Services	Reservation of Burial Plot	.00	.00	.00	.00	625.00	625.00
# 4203 - McWhite's Funeral Home	Reservation of Burial Plot	.00	3625.00	3990.00	.00	.00	7,615.00
# 4786 - Dillard Josephine	Reservaton of Burial Plot	.00	.00	.00	.00	200.00	200.00
Cemetery Totals		\$0.00	\$8,265.00	\$3,990.00	\$0.00	\$29,295.00	\$41,550.00
Invoice Type - BULK Trash Pk Up - Notice of Violation							
	Bulk Trash Pickup	.00	660.00	450.00	690.00	14894.00	16694.00
Bulk Trash Pk Up		\$0.00	\$660.00	\$450.00	\$690.00	\$14,894.00	\$16,694.00
Invoice Type FA- False Alarm							
Miscellaneous FA Customers	BSO & Fire False Alarms	.00	.00	.00	.00	2,000.00	2,000.00
False Alarm Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$2,000.00	\$2,000.00
Invoice Type FI - Fire Inspection							
3065 - Keynorth Townhomes	Annual Inspection FY 11	.00	.00	.00	.00	1,700.00	1,700.00
3072 - Atlantis Management	Annual Inspection FY 11 & FY 12	.00	.00	.00	.00	7,800.00	7,800.00
1012 - Gulfstream Apts.	Annual Inspection FY 11 & FY 12	.00	.00	.00	.00	2,800.00	2,800.00
# 4466 - Meadowbrook Condo	Annual Inspection FY 13	.00	.00	.00	.00	1,000.00	1,000.00
4644 - Oakbridge Townhomes	Annual Inspection FY 14	.00	.00	.00	.00	4,000.00	4,000.00
Miscellaneous FI Customers	Annual & Re-Inspections	.00	.00	.00	.00	254,485.00	254,485.00
Fire Inspection Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$271,785.00	\$271,785.00
Invoice Type GR Federal - Grant Reimb. Federal Government							
# 6168 - Florida Dept. of Emergency	2023-00000004	.00	.00	.00	.00	15,796.99	15,796.99
# 6168 - Florida Dept. of Emergency	2023-00000005	.00	.00	.00	.00	179,395.52	179,395.52
# 6155 - Florida Dept of Emergency	2024-00000001	.00	.00	.00	.00	49,875.00	49,875.00
# 6168 - Florida Dept. of Emergency	2024-00000002	.00	.00	.00	.00	50,000.00	50,000.00
# 6168 - Florida Dept. of Emergency	2025-00000002	12,000.00	.00	.00	.00	.00	12,000.00
# 6168 - Florida Dept. of Emergency	2024-00000003	.00	.00	.00	.00	50,000.00	50,000.00
Grant Federal Totals		\$12,000.00	\$0.00	\$0.00	\$0.00	\$345,067.51	\$357,067.51
Invoice Type GR State - Grant Reimb. State of Florida							
# 6170 - FL Dept. of Economic Opportunity	2023-00000002	.00	.00	.00	.00	395,504.79	395,504.79
# 4051 - State of Florida Dept of	2023-00000003	.00	.00	.00	.00	332,500.00	332,500.00
# 4051 - State of Florida Dept of	2023-00000004	.00	.00	.00	.00	375,000.00	375,000.00
Grant Federal Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$1,103,004.79	\$1,103,004.79
Invoice Type LM - Lake Maintenance							
Miscellaneous LM Customers	Lake Maintenance	.00	.00	.00	.00	275.36	275.36
Lake Maintenance Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$275.36	\$275.36
Invoice Type MS - Miscellaneous							
# 4647 - Palmetto Hospitality of Dania	Water Impact Fees	.00	.00	.00	.00	20,242.00	20,242.00
Misc. Customers	Misc. Customers	11,340.00	.00	.00	.00	58,009.43	69,349.43
Miscellaneous Totals		\$11,340.00	\$0.00	\$0.00	\$0.00	\$78,251.43	\$89,591.43
Grand Totals							
Grand Totals		\$23,340.00	\$8,925.00	\$4,440.00	\$690.00	\$1,844,573.09	\$1,881,968.09

City of Dania Beach
General Fund
Unassigned Fund Balance - - Contingency

Balance 10/1/24 (Unaudited)

----- General Fund -----	
<u>Contingency</u>	<u>Unassigned Fund Balance</u>
\$ 325,000	\$ 27,231,349

(Uses) / Additions:

October	-	-
November	-	-
December	-	-
January	-	-
February	-	-
March	-	-
April	-	-
May	-	-
June	-	-
July	-	-
August	-	-
September	-	-
Sub-Total (Uses) / Additions	-	-
Sub-Total Available	325,000	27,231,349
<u>Other Considerations</u>		
GFOA/City Commission 25% Reserve		(20,977,106)
Estimate of Availability at 01/15/2024	\$ 325,000	\$ 6,254,244

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

Original Budget	\$	325,000
Amendment		

	Total	
Oct	-	
Nov	-	
December	-	
January	-	
February	-	
March	-	
April		
May		
June		
July		
August		
September		
Balance Remaining	\$	325,000

City of Dania Beach

General Fund

Analysis of
Fund Balance

	<u>Balance 10/1/23</u>	27,231,349
Uses: <u>#389-90-01</u>		
October	-	
November	-	
December	-	
January	-	
February	-	
March	-	
April		
May		
June		
July		
August		
September		
Total Uses (Sources)	-	
Estimated Balance Available 09/30/24	\$ 27,231,349	
<u>Other Considerations</u>		
GFOA/City Commission 25% Reserve	(13,000,000) est.	
Estimate of Availability at 09/30/24	14,231,349	

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Colleagues, the continuation of the Conflict Assessment Phase meeting for the Chapter 164 proceedings initiated by the Cities of Coconut Creek and Deerfield Beach will occur on **Wednesday, May 7, from 2 pm to 4 pm** at the Broward County Governmental Center East, 115 S. Andrews Avenue, Room 430, Fort Lauderdale, Florida 33301. It will be a publicly advertised, Sunshined public meeting, if municipal staff or officials would like to attend.



From: Fairclough, Gillian <GFAIRCLOUGH@broward.org>

Sent: Friday, April 4, 2025 2:17 PM

To: TPyburn@coconutcreek.net; kmehaffey@coconutcreek.net; Jacob G. Horowitz <JHorowitz@gorencherof.com>; jhearn@coralsprings.org; whitacre@coralsprings.org; adunkiel@coralsprings.gov; Eve A. Boutsis <eboutsis@daniabeachfl.gov>; Allan Weinthal <aweinthal@davie-fl.gov>; pscherwin@davie-fl.gov; asoroka@wsh-law.com; dspence@fortlauderdale.gov; jmerino@hallandalebeachfl.gov; cao@hallandalebeachfl.gov; Donald J. Doody <Ddoody@gorencherof.com>; Damaris Henlon <DHENLON@hollywoodfl.org>; STrevarthen@wsh-law.com; egantner@wsh-law.com; SCalloway@shutts.com; cityattorney@laudhill-fl.gov; Pamala Ryan <pamala@ottinotlawpa.com>; Michael D. Cirullo, Jr. <MCirullo@gorencherof.com>; David N. Tolces <DTolces@wsh-law.com>; cityatty@margatefl.com; bnorris@apnwplaw.com; Samuel S. Goren <SGoren@gorencherof.com>; Ddoody@gorencherof.com; asoroka@wsh-law.com; Town Attorney <townattorney@tppfl.gov>; Jacob G. Horowitz <JHorowitz@gorencherof.com>; Samuel S. Goren <SGoren@gorencherof.com>; Kerry L. Ezrol <KEzrol@gorencherof.com>; Mark.Berman@copbfl.com; Tracy.Lyons@copbfl.com; Donald J. Doody <Ddoody@gorencherof.com>; Kpoliakoff@govlawgroup.com; Tmoss@sunrisefl.gov; CityAttorney@sunrisefl.gov; Hans Ottinot <hans@ottinotlawpa.com>; Pamala Ryan <pamala@ottinotlawpa.com>; bnorris@apnwplaw.com; Jamie Cole <JCole@wsh-law.com>; Kerry L. Ezrol <KEzrol@gorencherof.com>

Cc: Cepero, Monica <MCEPERO@broward.org>; Sewell, Daphne <DSEWELL@broward.org>; Campbell, Kimm <KICAMPBELL@broward.org>; Jean, Laurette <LJEAN@broward.org>; Kelleher, Kevin <KKELLEHER@broward.org>; Ruiz, Michael <MICHAELRUIZ@broward.org>; Meyers, Andrew <AMEYERS@broward.org>; Harrod, Rene <RHARROD@broward.org>; Haber, Matthew <MHaber@broward.org>; Jarone, Joseph <KJARONE@broward.org>; Butterworth, Brandon <BBUTTERWORTH@broward.org>; Barracks, Tresha <TBarracks@broward.org>

Subject: Invitation to Participate in Chapter 164 Proceedings Regarding Potential Expansion of Monarch Hill Landfill

Dear Colleagues,

First, happy Friday and I hope you have a wonderful weekend. If you have a team in the Final Four, good luck.

As you know, on February 25, 2025, the Broward County Commission approved several ordinances that are necessary steps to Waste Management expanding the Monarch Hill landfill, which expansion is still conditioned upon receipt of several regulatory approvals including environmental and land use permits. The potential expansion is projected to increase the landfill's remaining useful life from about 6 years to 22 years, providing local, longer-term capacity for disposal of Class III waste such as construction and demolition debris and storm debris. Without this longer-term capacity, and absent far more meaningful (and expensive) recycling, much of this waste would have to be shipped out of the County, with our residents bearing the added transportation costs.

To address impacts resulting from the potential expansion, and in the hope doing so would result in a favorable decision by the County Commission, Waste Management committed to provide a number of financial and other benefits including: (i) payment of a significant per ton host charge, with the proceeds thereof usable only to address impacts of the expansion or to otherwise benefit our regional solid waste disposal and recycling system; (ii) additional capacity commitments which, among other things, enabled the County to negotiate another option to extend the Wheelabrator/WinWaste disposal agreement, on favorable terms, beyond the current July 2028

expiration and until July 2033; and (iii) with limited exceptions, a 2027 cessation of municipal solid waste disposal (i.e., the waste most likely to create odor problems) in Monarch Hill (something we believe has long been sought by Coconut Creek; the cessation was delayed until 2027 because Waste Management has contractual commitments with Broward municipalities to accept municipal solid waste until that time).

Coconut Creek and Deerfield Beach oppose the landfill expansion and have initiated Chapter 164 proceedings and litigation against the County (described in a bit more detail below).

While the County is statutorily obligated to ensure adequate solid waste disposal capacity exists for all County residents (incorporated and unincorporated), solid waste disposal is a municipal function. The County provides that function only for the unincorporated area, which represents under 1% of the total County population. Thus, 99% of the benefits flowing from the expansion of Monarch Hill, including 99% of the benefits resulting from Waste Management's voluntarily undertaken commitments, would logically benefit municipalities and their residents. Additionally, resolution of the dispute regarding the Monarch Hill expansion could impact how the County-owned landfill in southwestern Broward County (the contingency landfill) must be used, which could significantly impact residents of municipalities in that portion of the County. For these reasons, we believe your municipality's substantial interests may be affected by resolution of the pending conflicts with Coconut Creek and Deerfield Beach, and we therefore would like to ensure the County fully considers your municipality's interests as we consider ways to potentially resolve the conflicts.

Coconut Creek has filed a proceeding before DOAH to challenge one aspect of the potential expansion and has filed a lawsuit in Broward County Circuit Court to challenge another aspect. Deerfield Beach has voted to join in the Coconut Creek challenges. Those cities agree with the County's position that the circuit court litigation (but not the DOAH proceeding) must, at a minimum, be abated while the required Chapter 164 dispute resolution process is completed.

As the governmental entity initiating the Chapter 164 proceedings, Coconut Creek was statutorily required to notify any local government entities which, in its determination, may have substantial interests affected by resolution of the conflict. This notification is designed to enable other affected parties to participate in the dispute resolution proceedings.

Coconut Creek and Deerfield Beach are both represented in these matters by the same outside counsel, and neither municipality has elected to invite other municipalities to participate in the proceedings. They did, however, indicate they are not opposed to the County extending an invitation for other municipalities to participate.

The County and those two cities attended a preliminary, staff-level conflict assessment meeting, but decided to pause and continue the meeting to a later date for numerous reasons, including to potentially enable other municipalities to participate in the process. If your municipality wishes to participate in the Chapter 164 proceedings to protect your municipality's interests with regard to the expansion of the Monarch Hill landfill, please alert us so we can ensure the next conflict assessment meeting occurs on a date your municipality is available and at a location that can accommodate all participants. You are not required to participate, but we wanted to make sure you knew you were welcome to do so.

Enjoy your day and weekend. And, needless to say, Go Gators!

Andrew J. Meyers
Broward County Attorney
ameyers@broward.org
954.357.7600

Gillian Fairclough
Office of the County Attorney



MINUTES OF REGULAR MEETING
DANIA BEACH CITY COMMISSION
TUESDAY, MARCH 31, 2025 - 7:00 P.M.

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 Building Department Annual Statistics and Community Rating System (CRS) Class Improvement - *Community Development*

Director of Community Development Eleanor Norena provided a presentation on the Building Department Annual Statistics and Community Rating System class improvement and announced that Dania Beach is the first in Broward County to receive a CRS Class 5 rating and this will provide flood insurance discounts to residents.

3.2 Request for Proclamation Approval

- Esophageal Cancer Awareness Month - April 2025 - *Sponsored by Commissioner Rimoli*

There was consensus to approve the proclamation.

3.3 Presentation - Brian Jones, Olsen Middle School, 8th Grade, BCPS Chess4Life Tournament - 1st Place in the Individual Middle School Tournament Category – *Sponsored by Mayor Davis*

Mayor Davis introduced the item and presented Brian Jones with an award.

4. PROCLAMATIONS

4.1 National Autism Acceptance Month - *Sponsored by Mayor Davis*

Mayor Davis read the proclamation into the record and presented it to the Dan Marino Foundation.

5. ADMINISTRATIVE REPORTS

5.1 City Manager

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

- Congratulations to Community Development and the Building Department
- Thank you to BSO Captain Tarala
- Thanks and gratitude to the new Risk Manager Wayne Fletcher
- Children's Entrepreneur Market
- CORE Conversations
- Lucky Fish Grand Opening and parking partnerships
- Highway beautification grants
- City Hall Renovations
- Dania After Dark Oktoberfest
- The Greater Fort Lauderdale Alliance annual leadership trip

5.2 City Attorney

City Attorney Boutsis reminded the Commission of the updates on the legislative items she has been providing and let them know to reach out to her with any questions.

5.3 City Clerk - Reminders

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

- April 8, 2025 CRA Board Meeting – 5:30 p.m.
- April 8, 2025 City Commission Meeting - 7 p.m.
- April 22, 2025 City Commission Meeting - 7 p.m.

6. PUBLIC SAFETY REPORTS

Captain Tarala thanked the City Manager and Commission for their support and spoke about recent criminal activity in the city. He commented that throughout the entire spring break season there have been zero issues at the beach and Dania Pointe.

Fire Chief Pellecer reported that they are continuing to work on the City Emergency Management Plan, fire hydrant testing and fire truck pump testing. The department has been investing in the youth and spent an entire evening training and mentoring the young cadets. He commented that there was a promotional test for lieutenants and once promoted they will participate in 80 hours of training where they learn how to enter reports, learn everything there is to know about being an officer and dealing with people. He said he believes Dania Beach is one of the safest cities around, because the safety committee goes above and beyond to keep everything and everyone safe.

7. CITIZENS' COMMENTS

The following spoke under citizens' comments:

- Sumay Johnson – Tamarac, FL

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: February 25, 2025 City Commission Meeting

Approved under consent agenda.

- 8.2 Travel Requests: City Manager Ana M. Garcia request to attend the Greater Ft. Lauderdale Alliance 2025 Annual Leadership trip in Boston, Massachusetts, April 6-10, 2025.

Approved under consent agenda.

- 8.3 RESOLUTION NO. 2025-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS TO EXCEED THE ANNUAL VENDOR TOTAL AMOUNT OF FIFTY THOUSAND DOLLARS (\$50,000.00) FOR FISCAL YEAR 2024-2025 FOR AUDIO VISUAL SERVICES FROM FULL MOON CREATIVE, LLC.; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Parks and 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 APPROPRIATE CITY OFFICIALS TO EXECUTE AN EASEMENT AGREEMENT OVER A PORTION OF SHERIDAN STREET BY THE RAILROAD TRACKS, WHICH IS CITY OWNED PROPERTY ALLOWING FLORIDA EAST COAST RAILWAY, LLC TO INSTALL A SIGNAL HOUSE; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(City Attorney)*

Approved under consent agenda.

8.5 Request for Use of Discretionary Funds to Sponsor the Prestige Club of SW Broward's Etiquette Program for Additional Dania Beach Elementary Students – March 19, 2025 - *Sponsored by Commissioner Rimoli*

Approved under consent agenda.

9. BIDS AND REQUESTS FOR PROPOSALS

There were no bids and requests for proposals.

10. QUASI-JUDICIAL HEARINGS

10.1 RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE "GMAX PLAT" (PL-005-24) SUBMITTED BY THE APPLICANT/PROPERTY OWNER R. ROMA HOLDINGS, LLC, FOR PROPERTIES LOCATED AT 4432-4440 SW 52nd STREET, IN THE CITY OF DANIA BEACH, FLORIDA; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

City Attorney Boutsis read the title of the resolution into the record and swore in anyone wishing to speak on the item. She asked for any disclosures from the Commission and there were none.

Planning and Zoning Manager Viviana Batista introduced the item.

Vice Mayor Salvino asked about the size of the entrance street and the size of the lots.

Director of Community Development Eleanor Norena responded that the road itself is 24 feet. The width of the lot is 72 feet, and the depth is 100 feet.

Mayor Davis opened the floor to public comments, the following spoke:

- Rod Feiner of Coker & Feiner

Vice Mayor Salvino made a motion to approve items 10.1 and 10.2. The motion was seconded by Commissioner Rimoli which carried unanimously on voice vote.

10.2 RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE SITE PLAN (SP-073-18) SUBMITTED BY R ROMA HOLDINGS LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR PROPERTIES LOCATED AT 4432-4440 SW 52ND STREET IN THE CITY OF DANIA BEACH, FLORIDA; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

This item was heard with item 10.1.

11. FIRST READING ORDINANCES

11.1 ORDINANCE 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), TO FUND SOUTHWEST 34TH TERRACE DRAINAGE PROJECT; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

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

Director of Public Services Fernando Rodriguez introduced the item.

Mayor Davis asked for anyone wishing to speak on the item and there was none.

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

11.2 ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, TO AMEND CHAPTER 18, ENTITLED “PENSIONS AND RETIREMENT”; TO AMEND ARTICLE IV, ENTITLED “POLICE AND FIREFIGHTERS”; AT SECTION 18-42; ENTITLED “BENEFIT AMOUNTS AND ELIGIBILITY”, IN ORDER TO INCLUDE CLARIFYING LANGUAGE TO ENABLE THE FULL APPLICATION OF THE 2022 AMENDMENT AS TO BENEFITS; FOR PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE. *(Finance)*

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

Chief Financial Officer Yeimy Guzman introduced the item.

Mayor Davis asked for anyone wishing to speak on the item and there was none.

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

12. SECOND READING ORDINANCES

There were no second reading ordinances.

13. DISCUSSION AND POSSIBLE ACTION

13.1 Appointment of Broward League of Cities Director, Alternate, and Second Alternate

Consensus to appoint Mayor Davis as the Director, Commissioner Rimoli as alternate and Commissioner Ryan as second alternate.

13.2 Discussion and Possible Appointments to the Broward County Aviation Department's Airport Noise Abatement Committee - *City Clerk*

City Clerk Elora Riera introduced the item.

Vice Mayor Salvino said he thinks it is important to have some form of contact with Broward County and the FAA to see what is going on as there are developers getting ready to expand another terminal.

Commissioner Lewellen volunteered if no one else wants to do it.

The City Clerk will reach out to the prior Airport Advisory Board members and the matter will be brought back at a later meeting.

13.3 Agenda Transparency - *Sponsored by Commissioner Lewellen*

Commissioner Lewellen introduced the item.

Commissioner Ryan commented that he understands this for all agenda items except for the discussion and possible action items.

Mayor Davis agreed with Commissioner Ryan and doesn't feel that there is a need to create a policy.

Commissioner Rimoli said he agrees with Commissioner Ryan and Mayor Davis, however the more information you give people is not a bad thing and something to be considered.

Commissioner Lewellen provided an example of a time when backup was not provided, and several residents stayed late for a meeting and the item was not as everyone expected. She would like to ensure consistency from beginning to end and have all the information to help prepare for meetings.

14. APPOINTMENTS

There were no appointments.

15. COMMISSION COMMENTS

15.1 Commissioner Lewellen

Commissioner Lewellen spoke about the new BSO towers, the tree service for Logan Peirce and the teen program sock collection for the homeless.

15.2 Commissioner Rimoli

Commissioner Rimoli had no comments for the evening.

15.3 Commissioner Ryan

Commissioner Ryan reminded everyone that tomorrow is April Fool's Day and spoke about the strategic planning meeting, the new BSO towers, and American Legion Posts 304 and 209.

15.4 Vice-Mayor Salvino

Vice Mayor Salvino spoke about the ribbon cutting ceremony for The Patch and reminded everyone that the Lucky Fish grand opening is tomorrow.

15.5 Mayor Davis

Mayor Davis spoke about Social Seniors, a tour she took of Port Everglades, Legislative Action Days in Tallahassee and the strategic planning meeting. She said she is looking forward to Dania After Dark Blues and BBQ on April 12th and Earth Day on April 21st.

16. ADJOURNMENT

Mayor Davis adjourned the meeting at 8:33 p.m.

ATTEST:

CITY OF DANIA BEACH

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

Approved:



City of Dania Beach Parks & Recreation Memorandum

DATE: 4/22/2025

TO: Mayor and Commissioners

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

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

SUBJECT: Approval of the design, location and funding for the City of Dania Beach Service Club Sign in the amount of Fourteen Thousand Five Hundred and Sixty-Eight Dollars and Seventy-Two Cents.

Request:

The Parks and Recreation Department is requesting approval of the design and funding for the service club sign to be located on the south side of Dania Beach Blvd. between NW 1st Ave. and SW 3rd Ave in the amount of Fourteen Thousand Five Hundred and Sixty-Eight Dollars and Seventy-Two Cents (\$14,568.72).

Background:

During the January 14, 2025 City Commission meeting, Commissioner A.J. Ryann IV discussed the idea of installing a service club sign within the City. The City Commission approved moving forward with the sign and bring before the City Commission at a later date the design, location and funding for the sign.

City Staff looked at the best and most viable options for the location of the service club sign and recommend the sign be installed on the south side of Dania Beach Blvd. between NW 1st Ave and SW 3rd Ave per the attached renderings.

City Staff recommends placing five service club logos on the sign; Lions Club, Women's Club, Historical Society, American Legion Post 304 and Post 209, with room for three addition logos if needed.

Three quotes were obtained for the project as the costs exceeds \$10,000.

- | | |
|-----------------------|-------------|
| • Advanced Multi Sign | \$14,568.72 |
| • The Sign Studio | \$27,110.21 |
| • Fast Signs Davie | \$27,957.50 |

Staff recommend moving forward with selecting Advanced Multi Sign to build and install the sign in the amount of Fourteen Thousand Five Hundred and Sixty-Eight Dollars and Seventy-

Two Cents.

Budgetary Impact

Funding for the sign will be taken from City Commission Account Number 001-11-01-511-31-10.

Recommendation

Approval of the design and funding for the service club sign to be located on the south side of Dania Beach Blvd. between NW 1st Ave. and SW 3rd Ave in the amount of Fourteen Thousand Five Hundred and Sixty-Eight Dollars and Seventy-Two Cents (\$14,568.72).

NEW MONUMENT SIGN (NO LIT, SINGLE FACE)
ELEVATION



NOTES:

*EXTERIOR
QUANTITY 1*



UNDERWRITERS
LABORATORIES, INC.
LISTED

Advanced
multi sign
(305) 805-3636
www.advancedmultisign.com

DATE: 03/31/2025
Design: DANIA BEACH CITY
Address: DANIA BEACH CITY

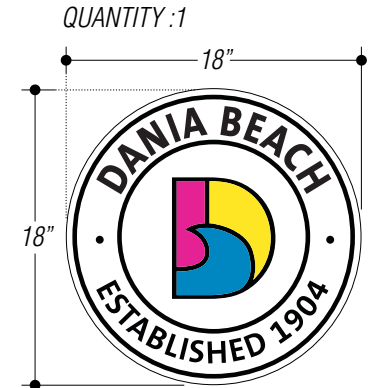
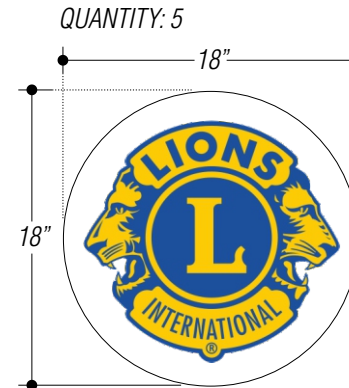
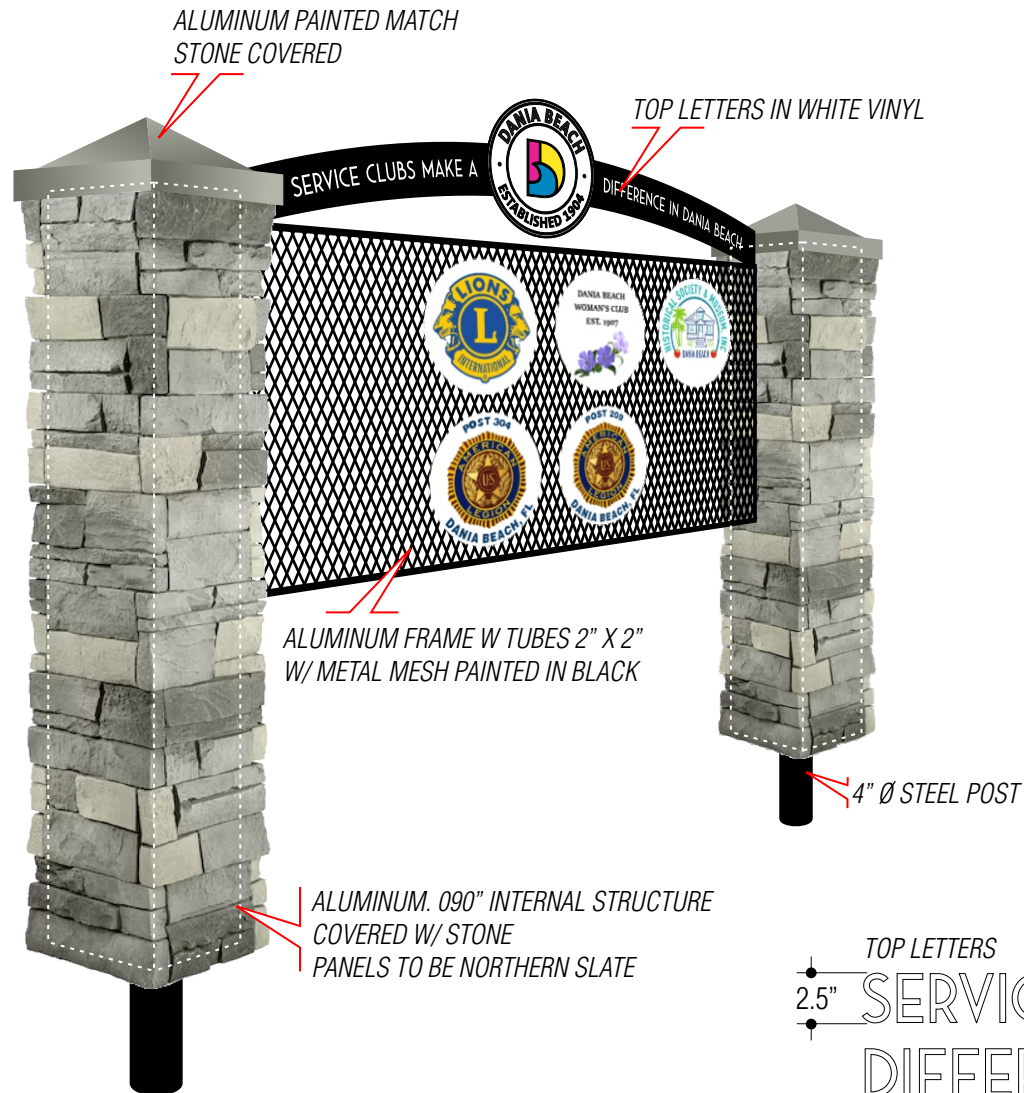
Designer: MS Rev: 04 Scale: NTS

2500147

1 of 2

Electrical Contractor License ES-12000622 Work Compensation#76 WEG NQ8710 Insurance Policy # 01798534-2

NEW MONUMENT SIGN (NO LIT, SINGLE FACE) ELEVATION



.25" ALUMINUM ROUND SIGN, PAINTED IN WHITE
W / DIGITAL PRINT LAMINATED OVER & PINS



PROCESS YELLOW (SPECIAL MIX 20185)
MATTHEW SATIN FINISH



PINK MP 26452 MATTHEW SATIN FINISH



PROCESS BLUE (SPECIAL MIX 20185)
MATTHEW SATIN FINISH

TOP LETTERS
2.5" SERVICE CLUBS MAKE A
DIFFERENCE IN DANIA BEACH

NOTES:

Includes Excavation of Footing, Foundation Pouring,
Rebar and Sign Installation



Advanced
multi sign
(305) 805-3636
www.advancedmultisign.com

DATE: 03/31/2025
Design: DANIA BEACH CITY
Address: DANIA BEACH CITY

Designer: MS Rev: 04 Scale: NTS

2500147

2 of 2

Electrical Contractor License ES-12000622 Work Compensation#76 WEG NQ8710 Insurance Policy # 01798534-2

Advanced Multi Sign
7956 WEST 26 CT, Mailing address: POBOX 160718, HIALEAH, FL 33016-0000
(305) 805-3636

License #: ES-12000622
www.advancedmultisign.com



Quote 2500147

CITY OF DANIA BEACH

SALES REP INFO

Daniel Tarrab
Sales Rep
danielt@advancedmultisign.com
(786) 210-7163

QUOTE DATE

Tue, 02/11/2025
QUOTE EXPIRY DATE
Thu, 03/13/2025

REQUESTED BY

City of Dania Beach-FL

CONTACT INFO

Franky
FLAZO@DANIABEACHFL.GOV
(954) 699-8663

#	ITEM	QTY	UOM	U.PRICE	TOTAL (EXCL. TAX)	TOTAL (INCL. TAX)	TAXABLE
1	Single Face, Double Legged Post and Panel Sign Size: 48" x 96" • Reading: 5 Dania Beach club logos • Colors: Black Framing and Structure, White Logo backgrounds, Digitally Printed Art • Material: 1/4" Aluminum Logo's, 1/8" Perforated Aluminum, 4" Steel Posts, Stone Panels to be Northern Slate ◦ Includes Excavation of Footing, Foundation Pouring, Rebar and Sign Installation ◦ Does not include landscaping, boundary survey	1	Each	\$13,375.86	\$13,375.86	\$14,312.17	Y
2	Engineering Seal and Calculations Engineering	1	Each	\$392.86	\$392.86	\$420.36	Y
3	Permit Coordination & Processing Staff Time Fee (In Person) Permit Coordination & Processing Staff Time Fee (In Person) CORRESPONDS TO THE LABOR OF PROCESSING THE PERMIT DIGITALLY AND IT IS NOT REFUNDABLE. ADVANCED MULTI-SIGN DOESN'T GUARANTEE ZONING APPROVAL FROM THE CITY PROCESS. THE COST OF THE PERMIT IS EXCLUDED FROM THIS FEE. THE PROCESSING PERMIT FEE WILL COVER: - SET UP ALL FORMS AND DOCUMENTS NEEDED FOR THE BUILDING DEPARTMENT PERMIT PROCESS. - IF IN-PERSON SUBMITTAL THERE WILL BE AN ADDITIONAL CHARGE OF 250 TO COVER TIME FOR PROCESSING PLANS IN THE BUILDING DEPARTMENT AND ONE FULL TRIP (WHICH INCLUDES TRAVEL DISTANCE TO THE BUILDING DEPARTMENT). ANY ADDITIONAL TRIP TO THE BUILDING DEPARTMENT WILL HAVE AN EXTRA CHARGE OF 225.00 WHICH INCLUDES ALL DOCUMENT PREPARATIONS AND PLAN REVISION THAT DOESN'T REQUIRE ENGINEERING REWORK. - THIS PRICE EXCLUDES HARD COST OF PERMITS. THE HARD COST OF THE PERMIT MUST BE ADVANCED TO ADVANCED MULTI SIGN IN A FORM RETAINER FEE OF 600.00. THE REMAINING BALANCE NOT USED WILL BE APPLIED IN A FORM OF CREDIT TO THE FINAL INVOICE) ==	1	Each	\$800.00	\$800.00	\$856.00	Y

This handcrafted quote is based on the specific information you've given and is valid for 30 days.

PLEASE READ CAREFULLY... When you submit a deposit for this order, you are entering into an agreement with Advanced Multi Sign Corp. to approve and proceed with this quote. You agree to pay 100% of the quoted price as detailed in this estimate plus any costs associated with this job not included in this estimate but necessary for its completion. We require a 50% deposit to begin work on your project. Once we receive your deposit, we'll schedule your project and email you an estimated completion date. The remaining balance is due upon completion of your order.

Need to make changes?
No problem - but please realize, changes to quantity or specifications will affect your price. We will provide you with an updated quote based on the changes.

Please make all checks payable to Advanced Multi Sign Corp. By submitting the deposit, the Customer accepts the Company's proposal for the Job and agrees to all of the terms of the purchase contract. Anything out of the scope of work of this quote is not included.

- TURN AROUND TIME starts after the final approval needed for production. Depending on the job, it could be the customer, the landlord, or the building department.
- Our company provides all the WARRANTIES FOR THE COMPONENTS USED in our product fabrication such as plastic, metals, circuits, transformers, ballasts, switches, etc. All warranties are in accordance with the manufacturers' warranties of each component. A complete warranty document is available at www.advancedmultisign.com.
- PRICE REFLECTS MANUFACTURING AND INSTALLATION LABOR DURING REGULAR BUSINESS HOURS. Nights, Saturday, and Sunday jobs are considered after-hours and require a different rate; therefore, a new estimate will need to be requested.
- THE LAYOUT approval will be the ultimate guide use for the final result. Elements such as colors, spelling, type of installation, etc. should be carefully reviewed before approval. If changes in specifications are made after the layout is finalized—such as sizes, colors, or mounting specs—additional charges may apply. Please request a copy of the new estimate if changes occur.
- If a job is canceled after the order has been placed and labor has already been performed such as survey, design work or the permit process—there will be a charge of \$500 for office work related to permitting, in addition to a fee of 10% of the total job value to cover miscellaneous expenses incurred.
- If job is canceled after the sign has been manufactured but not installed, Manufacturing cost plus permitting cost shall be paid in full before releasing the sign to the customer.
- A MAIN DEDICATED ELECTRICAL LINE to the sign, compliant with the National Electric Code, shall be provided at the time of installation and must be within 5-6 feet of the sign. It shall be accessible under normal conditions for workmanship and building official inspections.
- If at the time of installation, this electrical line is not present and an additional trip is required for connection, there is a minimum charge of \$340.00, which may vary based on the conditions and extent of the electrical connection.
- LETTER HEIGHT is determined by the tallest letters: typically, letters like "C, G, O, S" will be the tallest.
- During the installation of a sign on a building, it will be necessary to penetrate the wall to secure the sign and route electrical power. While we will seal these openings with silicone, this is not a permanent solution against potential water intrusion over time. It is the responsibility of the general contractor (GC) to properly address these penetrations, or at a minimum, they require annual maintenance to ensure long-term protection. We offer a preventative maintenance service to assist with this at your convenience.
- When a sign is removed from a wall, we will temporarily caulk the holes using silicone to help prevent leakage. We strongly recommend that the customer hire a professional contractor to properly finish the wall in compliance with Florida Building Codes. This is outside our scope of work.
- When a sign is removed from a wall, there will likely be stains and mold markings on the surface. We strongly recommend that the customer hire a professional contractor to refinish the wall as per Florida Building Codes. This is also outside our scope of work.
- When excavation and concrete pouring is required, we are not responsible for any damage to nearby asphalt or landscaping. These issues will need to be addressed separately after our work is complete.
- All adjacent electrical lines, sprinklers, gas pipes, fiber optics, and/or underground or hidden conduits must be properly marked by the customer when the underground utility locator cannot provide the necessary information. Advanced Multi Sign will not be responsible for damages to unmarked or hidden utilities.
- If a job is canceled after the schedule has been confirmed, a minimum cancellation fee of \$480.00 will be applied (minimum hourly rate applicable for 4 hours within an 8-mile radius).
- The area behind the sign must be readily accessible for installation. This includes ensuring that there is sufficient space for our truck to park and access the sign location. Any obstructions, such as canvas, canopies, or trees, should be removed by the customer to allow for proper installation.
- In some instances, access holes may be required behind walls or ceilings to allow for future service or inspections. If this is necessary, there will be a minimum charge of \$440.00. Alternatively, this work can be performed by a general contractor and hired separately from our scope of work. In any case, access must be readily available at the time of installation.
- Our total liability is limited to the contract amount and will not exceed that amount for present or future claims.
- Timing controllers, such as astronomical timers and photocells, are available at an additional cost and are not included unless explicitly noted in writing.
- Any maintenance performed on signs by companies other than Advanced Multi Sign will void our warranty obligations.
- Our work is not guaranteed against natural forces (e.g., weather-related damages).
- We are not responsible for delays due to circumstances beyond our control.
- If additional labor and materials are requested by a third party that were not included in the original invoice, these will be billed separately and must be paid in full as part of the final payment.
- Signs remain the property of Advanced Multi Sign until the final balance is paid in full.
- It is understood and agreed that in the event of payment default, or if the customer refuses to accept the sign upon delivery, the entire remaining balance will become immediately due and payable. All prior payments made will be retained by Advanced Multi Sign as rent and liquidated damages, along with any associated legal and attorney's fees.
- It is further agreed that if payment is not made upon completion of installation, Advanced Multi Sign is authorized to remove the sign. The customer agrees to allow access for sign retrieval in such an event.

B. Payment:
The owner will pay Sign Company the total sum reflected on the estimate in US Dollars for the work performed under this contract, under the following schedule:
THE FINAL BALANCE WILL BE COLLECTED ONLY BY USING A VALID CREDIT CARD BEFORE INSTALLATION. CHARGES WILL BE APPLIED AT THE TIME OF INSTALLATION.

C. Relationship of Parties:
Sign Company is responsible for the conduct and control of the work.
Sign Company is not an agent or employee of the owner for any purpose.

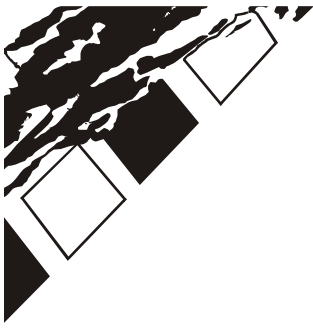
Subtotal:	\$14,568.72
Sales Tax (0%):	\$0.00
Total:	\$14,568.72

Downpayment (50.0 %)

\$7,284.36

SIGNATURE:

DATE:



2381 Griffin Road
Ft. Lauderdale, FL 33312

Email: Mail@TheSignStudio.com
Phone: 954-989-7446 ♦ Fax: 954-989-0805

Order Date Feb 7, 2025

Sales Order 140367

Sales Rep:

Page: 1

Sold To: CITY OF DANIA BEACH PARKS
300 NE 2ND STREET
DANIA, FL 33004

Order to be Installed at
Franky Lazo
100 W. DANIA BEACH BLVD
DANIA BEACH, FL 33004

Contact: Franky Lazo

Phone: 954-924-6800 x 3626

Customer ID: CITYOFDANIABCHPAR

Quantity	Item	Description	Unit Price	Amount
1.00	FILENAME	CITYOFDANIABCHPARKS - 140367		
1.00	DIGITAL	Post & Panel Single sided sign. Posts to be covered in stone texture, 18 in Logos digitally printed & routed in 6mm Max metal & mounted on metal mesh background.	26,345.21	26,345.21
1.00	PERMIT	Permit Services. The City fee and city required certified engineer review and seal are not included and will be billed separately. Service fee- Non refundable	590.00	590.00
1.00	PERMIT-NOTE	Permits may be denied for reasons beyond our control. Such as fire violations, parking restrictions etc. Pre payment on permit service is required.		
1.00	ENGINEER	Permit Related Engineering Fees	175.00	175.00
1.00	CITY	Permit Related City Fees - TBD		
1.00	SERVICE	Service - Installation included		

Subtotal 27,110.21

Sales Tax

TOTAL ORDER AMOUN 27,110.21

This Is Not An Invoice

Picked up by: _____

Created Date: 2/25/2025

DESCRIPTION: Monument signs

Bill To: City of Dania Beach
100 W Dania Beach Blvd.
Dania Beach, FL 33004
US

Pickup At: FASTSIGNS | Davie
7080 W State Rd 84
Suite 7
Davie, FL 33317
US

Requested By: Franky Lazo
Email: flazo@daniabeachfl.gov
Work Phone: (954) 699-8663 x 3730
Cell Phone: (954) 699-8663
Tax ID: 858012740099C9

Salesperson: Geanella Garrido
Email: geanella.garrido@fastsigns.com
Work Phone: 7542498435
Entered By: Geanella Garrido

NO.	Product Summary	QTY	UNIT PRICE	AMOUNT
1	City of Dania Beach Monument sign Columns are 96"H", Overall L=180", Sign Face L=129" Decorative arched topper with raised dimensional lettering and vinyl logo, columns with stone look on all sides, sign face according to specifications, raised circles with vinyl logos and cutouts for installation posts, metal reinforcements for the sign face attachment, stucco finish, painted color of customer choice including installation. Lead Time: 5 Weeks after approval of the permits.	1	\$24,190.00	\$24,190.00
2	Permit acquisition for one (1) Exterior Sign Sign permit services include: • Drawings by code: Zoning, building, and electrical. Sealed by certified Engineer. • Engineering calculation. • Application Submittal: one visit to submit, one round of permit review and permit pick up. • Inspections: FINAL ONLY scheduled for ONE DAY and permit a closing visit. Additional time required will be billed separately. Fees paid to the city are NOT Included. This will be billed directly to the customer. If the city Do not approve the permit as initially proposed, the customer agree to reimburse to FASTSIGNS for any fees paid on their behalf, also additional time required.	1	\$3,767.50	\$3,767.50

In any case, Permit is Not Reimbursable.

THIS ESTIMATE IS VALID FOR 7 DAYS.

All of our work is custom so we appreciate your payment in advance.

Note that changes in quantities may result in a variation of the unit price.

Cancellation Fees may apply.

Subtotal:	\$27,957.50
Taxes:	\$0.00
Grand Total:	\$27,957.50
Deposit Required:	\$27,957.50

Customer portal access: fs508-client.corebridge.net

Payment options:

ZELLE: 508@fastsigns.com

Credit Card: For amounts above \$5,000, please note that a 3% processing fee will apply to each transaction.

CHECKS please write checks to FASTSIGNS | Davie and send it to 7080 w state rd 84, suite 7, Davie, FL 33317.

Signature: _____ **Date:** _____



The City of Dania Beach



RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE DESIGN AND FUNDING FOR THE SERVICE CLUB SIGN TO BE LOCATED ON THE SOUTH SIDE OF DANIA BEACH BLVD., BETWEEN NW 1ST AVE. AND SW 3RD AVE., WHICH SIGN SHALL COST FOURTEEN THOUSAND FIVE HUNDRED AND SIXTY-EIGHT DOLLARS AND SEVENTY-TWO CENTS (\$14,568.72); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission discussed during the January 14, 2025 City Commission meeting the request to add a service club sign to honor our local service clubs; and

WHEREAS, City Staff looked at the best and most viable options for the location of the service club sign and recommends the sign be installed on the south side of Dania Beach Blvd. between NW 1st Ave and SW 3rd Ave per the attached renderings; and

WHEREAS, City Staff recommends placing five service club logos on the sign; Lions Club, Women's Club, Historical Society, American Legion Post 304 and Post 209, with room for three addition logos, if needed; and

WHEREAS, City Staff obtained three quotes for the attached design (Exhibit A) as discussed during the January 14, 2025 meeting; and

WHEREAS, City Staff recommends selecting Advanced Multi Sign to build and install the sign in the amount of Fourteen Thousand Five Hundred and Sixty-Eight Dollars and Seventy-Two Cents.

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

Section 3. That funding for the sign be taken from City Commission Account Number 001-11-01-511-31-10.

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 _____ _____

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 Parks & Recreation Memorandum

DATE: 4/22/2025

TO: Mayor and Commissioners

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

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

SUBJECT: A Resolution to execute an agreement with Greenfields Outdoor Fitness, Inc under the Sourcewell contract solicitation number 010721-GRN for the purchase and installation of outdoor exercise equipment for William “Bill” Harris Linear Park.

Request:

The Parks & Recreation Department is requesting adoption of a Resolution to execute an agreement with Greenfields Outdoor Fitness, Inc under the Sourcewell contract solicitation number 010721- GRN for the purchase and installation of outdoor exercise equipment for William “Bill” Harris Linear Park.

Background:

William “Bill” Harris Linear Park is a small neighborhood passive park. This park currently has a butterfly garden, walking trail, and exercise equipment. The exercise equipment located at Linear Park is old and the condition is deteriorating, therefore staff has budgeted for the purchase and installation of the replacement of the outdated equipment while also adding in additional equipment which will allow for the community to engage in a total body workout. In total, 18 pieces of equipment will be added throughout three pads. Each pad will have artificial turf placed over the existing concrete to enhance the look and feel of the park.

The department is recommending the purchase and installation of the equipment from Greenfields Outdoor Fitness, Inc. (Greenfields) in the amount One Hundred Forty-Seven Thousand Three Hundred Twenty and Ten Cents (\$147,320.10) utilizing the Sourcewell cooperative purchasing contract.

In order to maintain consistency/continuity of fitness equipment across the parks, the department is recommending the purchase of the equipment from Greenfields Outdoor Fitness, Inc., which has been purchased and installed at other parks. The Department knows this equipment to be reliable and long-lasting in the outdoor environment of South Florida.

The Dania Beach Code of Ordinances, Chapter 2, Article 1, Section 2-10, Subsection (a), sets the monetary threshold or limitation at \$50,000. As this purchase exceeds Fifty Thousand Dollars (\$50,000), the City vendor threshold for a single vendor, the purchase must be approved by City Commission.

Budgetary Impact

Funds are available and appropriated in the Parks and Recreation, Admin, Infrastructure Improvements other than Bldgs., 001-72-01-572-63-10, in the amount of \$133,000.00. A budget transfer in the amount of \$14,320.10 is needed from account number 001-72-01-572-46-50 - Repair & Maint. Services Grounds into account number 001-72-01-572-63-10 - Infrastructure Improvements other than Bldgs.

Recommendation

It is recommended that the City Commission adopt the Resolution to execute an agreement with Greenfields Outdoor Fitness, Inc under the Sourcewell contract solicitation number 010721-GRN for the purchase and installation of outdoor exercise equipment for William “Bill” Harris Linear Park.

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 GREENFIELDS OUTDOOR FITNESS, INC., FOR OUTDOOR FITNESS EQUIPMENT UNDER THE SOURCEWELL CONTRACT SOLICITATION NUMBER 010721-GRN IN AN AMOUNT OF ONE HUNDRED FORTY-SEVEN THOUSAND THREE HUNDRED TWENTY DOLLARS AND TEN CENTS (\$147,320.10) FOR WILLIAM "BILL" HARRIS LINEAR PARK; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the Parks and Recreation Department is requesting approval to waive competitive bidding and utilize the Sourcewell Contract Solicitation Number 010721-GRN to purchase outdoor fitness equipment from Greenfields Outdoor Fitness, Inc. in the amount of One Hundred Forty-Seven Thousand Three Hundred Twenty and Ten Cents (\$147,320.10); and

WHEREAS, the Parks and Recreation Department received approval for this project, and the funding is budgeted for in the amount of One Hundred Thirty-Three Thousand (\$133,000.00);

WHEREAS, with the rising cost of materials there has been an increase in the price of the product and equipment since the original quote was received in May 2024, which leaves a difference of Fourteen Thousand Three Hundred Twenty and Ten Cents (\$14,320.10); and

WHEREAS, purchases from Greenfields Outdoor Fitness, Inc. will exceed the City vendor threshold of Fifty Thousand Dollars (\$50,000.00) 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 approves the purchase and installation of outdoor fitness equipment under the Sourcewell contract, solicitation number 010721-GRN, from Greenfields Outdoor Fitness, Inc. in an amount that will exceed the annual vendor \$50,000.00 purchase threshold from a single vendor.

Section 3. That funding for these purchases is planned and appropriated in the FY 2024-25 budget in account number 001-72-01-572-63-10 - Infrastructure Improvements other than Bldgs., in the amount of One Hundred Forty-Seven Thousand Three Hundred Twenty and Ten Cents (\$147,320.10). A budget transfer in the amount of \$14,320.10 is needed from account number 001-72-01-572-46-50 - Repair & Maintenance Services Grounds into account number 001-72-01-572-63-10 - Infrastructure Improvements other than Buildings.

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 take effect immediately upon its passage and adoption.

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

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

PASSED AND ADOPTED on _____, 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
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY



Solicitation Number: 010721

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Greenfields Outdoor Fitness, Inc., 2617 West Woodland Drive, Anaheim, CA 92801 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Outdoor Fitness Equipment with Related Accessories and Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires February 5, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
 - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
 - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.
5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance

maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government.

The following list only applies when a Participating Entity accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40

hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any

agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

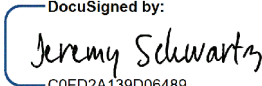
K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

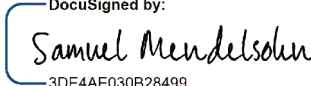
22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

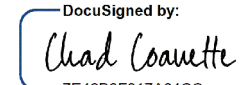
Sourcewell

DocuSigned by:

C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO
Date: 2/3/2021 | 10:21 PM CST

Greenfields Outdoor Fitness, Inc.

DocuSigned by:

3DE4AE030B28499...
By: _____
Samuel Mendelsohn
Title: CEO/President
Date: 2/3/2021 | 8:10 AM PST

Approved:

DocuSigned by:

7E42B8F817A64CC...
By: _____
Chad Coauette
Title: Executive Director/CEO
Date: 2/4/2021 | 6:24 AM CST

RFP 010721 - Outdoor Fitness Equipment with Related Accessories and Services

Vendor Details

Company Name: Greenfields Outdoor Fitness Inc.
Address: 2617 West Woodland Drive
Anaheim, CA 92801
Contact: Sam Mendelsohn
Email: Sam@GreenfieldsFitness.com
Phone: 888-315-9037 103
Fax: 866-308-9719
HST#: 27-2828642

Submission Details

Created On: Saturday December 05, 2020 21:00:43
Submitted On: Thursday January 07, 2021 14:55:44
Submitted By: Sabina Majdanics
Email: Sabina@GreenfieldsFitness.com
Transaction #: 746c050f-7fb6-4849-902e-af855957c255
Submitter's IP Address: 68.5.72.63

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Greenfields Outdoor Fitness, Inc.	*
2	Proposer Address:	2617 West Woodland Drive Anaheim, CA 92801	*
3	Proposer website address:	www.GreenfieldsFitness.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Samuel Mendelsohn CEO/ President 2617 West Woodland Drive Anaheim, CA 92801 T: 888-315-9037 E: Sam@GreenfieldsFitness.com	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Sabina Majdanics Contract Administration Manager 2617 West Woodland Drive Anaheim, CA 92801 T: 888-315-9037 E: Sabina@GreenfieldsFitness.com	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Based in Orange County, California since 2007, Greenfields Outdoor Fitness, Inc. (a California corporation) has been pursuing its goal of fighting obesity and improving community wellness by installing outdoor fitness zones that are free for public use. Since our inception, Greenfields' equipment brand has been enthusiastically embraced by communities across North America for its high quality, multigenerational appeal, focus on inclusion, and multifunctional features. We are proud of having developed partnerships over the past decade with national non-profit organizations and healthcare providers, and we have seen great success helping build healthy communities, bringing free exercise to low-income neighborhoods and helping fight the national obesity epidemic. We strive to serve our customers who are of utmost importance to us and continue to develop and expand our different categories of outdoor fitness equipment, including: -Resistance-Free Systems – part of Greenfields' time-tested Legacy Series, designed for low impact and mobility -Body-weighted Leverage Systems – also part of Greenfields' time-tested Legacy Series, designed for low impact exercises employing a portion of the user's own body mass. -Wheelchair Accessible Systems – part of Greenfields' patented Signature Accessible(TM) design (U.S. Patent 9,079,069) accommodating those in wheelchairs -Adjustable Resistance Systems – designed to bring indoor gym circuit training into the outdoors, these 20 different units allow users to adjust the level of resistance of their workouts. This line includes 3 units for those in wheelchairs. -Functional Fitness Rigs – taking inspiration from the CrossFit movement, Greenfields offers customizable Functional Fitness Rigs to fit the available space and community needs -Xtreme Ninja Course – unique, advanced designs taking after the American Ninja Warrior Games -Military Fitness Systems – customized, unique designs to support all branches of our Armed Forces (may not be suited to public spaces) Greenfields' installations worldwide are a testament to the equipment's rugged construction, as they have stood up to years of use in socially and economically disadvantaged inner-city neighborhoods as well as every conceivable climate. By continually breaking new ground in the outdoor fitness industry, we constantly refine and add to our extensive product line. We remain true and dedicated to fulfilling our mission to "Promote Wellness & Fight Obesity One Community at a Time."	*
8	What are your company's expectations in the event of an award?	We hope to reach more communities and customers from the added exposure of Sourcewell's marketing to their members. Over the years we faced countless instances in which municipalities were not able to purchase what they wanted/needed due to convoluted purchasing processes. With the help of a Sourcewell contract we will be able to serve more communities across the country by offering this much needed amenity.	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Greenfields is a multi-million dollar privately owned corporation claiming a stronger market share year after year since its inception and continuously increasing revenues on an annual basis. We maintain a large steady inventory without creating any long-term debt and liabilities. We currently have business checking and saving accounts in two banks (please find letters of references attached from both banks), line of credit with zero balance and credit terms extended to us by many long-term suppliers. For illustration, please find attached letters of references from our banks, suppliers and creditors. As a privately owned corporation, we have to opt out of providing detailed financial information that would become public record.	*
10	What is your US market share for the solutions that you are proposing?	As Outdoor Fitness is a unique and specialized industry, it is difficult to obtain exact and accurate market share information. Based on our market research and feedback, we do know for certain that Greenfields is one of the largest suppliers and a leader in the industry. Some even refer to Greenfields brand as the Gold Standard.	*
11	What is your Canadian market share for the solutions that you are proposing?	In comparison with the US market, Canada's market is significantly smaller. However, Greenfields installations can be found in 7 provinces: AB, BC, MB, ON, NL, QC & SK, including an installation with the Canadian Armed Forces. We are looking to increase our Canadian market share through Sourcewell.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, Greenfields has never petitioned for bankruptcy protection.	*

13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Greenfields Outdoor Fitness Inc. is a manufacturer, designer and reseller of its own brand, Greenfields Outdoor Fitness. Greenfields also facilitates turn-key projects which include installations, shade canopies and other site amenities. Greenfields is unique in this aspect, as both are applicable since we are a manufacturer and dealer/ distributor of our own brand. We design, manufacture, and also sell our own brand. We sell our product directly to customers utilizing our Greenfields' employed in-house inside and outside sales teams as well as independent dealers. Unlike playground manufacturer reps – who are bound by predetermined territories designated by the manufacturers, which grant the reps exclusivity in their territories – Greenfields' philosophy is to allow access to ALL manufacturer reps to provide this much-needed amenity to the public. For this reason, Greenfields works with many of the manufacturer reps in the parks & recreation industry, as well as reps within the indoor gym and assisted living industries – some operating within the same geographic area. Therefore, our independent dealer network consists of 500+ manufacturer sales representatives who are authorized to re-sell our brand in North and Central America. Our independent dealer network enhances our ability to reach the greatest number of potential customers. We are also an authorized reseller/ dealer of shade canopies manufactured by Shade Systems. Please find written authorization attached. Shade Systems canopies complement our equipment and in turn help provide turn-key solutions for our customers. These additional amenities may be purchased directly through Greenfields, as we strive to make the shopping experience for our customers as easy as possible. As mentioned previously, Greenfields Outdoor Fitness is unique in this aspect. We design, manufacture, and also sell our own brand. We sell our product directly to customers utilizing our Greenfields in-house inside sales team and in-house outside sales team. We also work with an independent dealer network which consists of 500+ manufacturer representatives who are authorized to re-sell our brand in North and Central America. Our independent dealer network enhances our ability to reach the greatest number of potential customers.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Greenfields maintains a current business license. No other specific licenses are needed to sell our product. We work with multiple subcontractors across the country to install our product and provide turn-key solutions for our customers. All subcontractors performing installations for Greenfields hold valid licenses applicable in their state, i.e. general contractors licenses.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A – Greenfields has never been subject to a suspension or disbarment.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	National Recreation & Parks Association - Annual VIP for the past 5 years National Recreation & Parks Association - Annual Platinum Sponsor for the past 5 years National Recreation & Parks Association - Parks Build Community Partner for the past 5 years Florida Recreation & Park Association - VIP Partner for the past 5 years	*
17	What percentage of your sales are to the governmental sector in the past three years	The percentage of our sales to governmental sector for the past three years is 65%	*
18	What percentage of your sales are to the education sector in the past three years	The percentage of our sales to educational sector for the past three years is 25%	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Greenfields holds the following contracts: Clay County: Contract #1819-2 Palm Beach County: Contract#16006 City of Los Angeles: Contract#3705 County of Los Angeles: Contract# MA-IS-2040041-1 CMAS: Contract# 4-19-78-0102A Since we are a privately-owned corporation, we prefer not to provide detailed financial information that would become public record in accordance with Minnesota Statutes Section 13.591.	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Yes, Greenfields is a GSA contract holder GSA: Contract# GS-03F-086-GA Since we are a privately-owned corporation, we prefer not to provide detailed financial information that would become public record in accordance with Minnesota Statutes Section 13.591.	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Los Angeles, CA	Mike Shull General Manager City of Los Angeles	213-202-2655	*
Miami-Dade County, FL	Maria Nardi Director Miami-Dade County Parks, Recreation and Open Spaces	305-755-7860	*
City and County of San Francisco, CA	Philip A. Ginsburg General Manager San Francisco Recreation and Park Department	415-831-2701	*
City of Miami, FL	Tom Calautti, BS, MA, CPSI Senior Construction Coordinator City of Miami, Parks & Recreation Department	305-416-1253	
Los Angeles Parks Foundation, CA	Judith Kieffer Executive Director Los Angeles Parks Foundation	310-472-1990	

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Local Government - City	Government	Florida - FL	Equipment & Installation, turnkey projects	range of 150K +	1.1M +	*
Local Government - City	Government	California - CA	Equipment & Installation, turnkey projects	range of 100K +	500K +	*
Local Government - City	Government	Florida - FL	Equipment & Installation, turnkey projects	range of 60K +	500K +	*
Local Government - County	Government	California - CA	Equipment	range of 50K +	500K +	*
Local Government - City	Government	Michigan - MI	Equipment	range of 45K +	500K +	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
23	Sales force.	Greenfields' sales force consists of an in-house inside sales team & in-house outside sales team employed by Greenfields. Our highly trained and experienced sales teams work relentlessly with our potential and existing customers. Our in-house inside sales team communicates with our key house accounts, reaches out to potential customers via phone, email and online portals and supports our outside sales team. Our outside sales team members frequently travel around the US & Canada to exhibit at trade shows (and during 2020, exhibit and present at virtual trade shows & conferences). At Greenfields, we believe in the personal touch as we highly value personal relationships with our customers. Prior to the 2020 pandemic, our sales team traveled on a regular basis to visit customers and make presentations in person. Even during 2020 pandemic to the extent allowed and recommended by CDC, we have continued to make presentations in person and via online remote portals such as Zoom. In addition, our sales team frequently holds educational seminars in person and remotely for our dealers and potential customers. During the unprecedented and challenging year 2020, our sales force quickly adjusted and has been able to reach many customers via Zoom and other remote online portals. With the ever-changing environment, now more so than ever, Greenfields continues to adjust the way our sales force works to ensure we utilize the latest technology in reaching our potential customers while maintaining our personal touch.	*
24	Dealer network or other distribution methods.	Greenfields works with many manufacturer reps in the parks & recreation industry, as well as reps within the indoor gym and assisted living industries. Greenfields' independent dealer network of 500+ sales representatives (as explained in Question 13a) is working across the US, Canada, and Central America. We work closely with our dealer network to ensure they are always educated and up to speed on our product. Prior to 2020, we held frequent in-person educational seminars for our dealers, and in 2020, due to the COVID-19 pandemic, we quickly adjusted, holding educational and training sessions via Zoom or other online portals. We maintain close relationships with our dealers to support their efforts in representing Greenfields in the marketplace.	*

25	Service force.	Customer Support Center (CSC): Greenfields' Customer Support Center (CSC) provides remote support to customers and installers worldwide. Our highly experienced team delivers expert technical assistance to customers during installation and serves as the point of contact for maintenance personnel once the project is completed. Field Service Force: Our field service force consists of Greenfields-employed technicians and Customer Support Center team members. Our field service technicians are thoroughly trained in our specific industry and our Greenfields brand to be able to resolve any technical and/or maintenance issue that may arise. Both our technicians and our Customer Support Center team receive many positive reviews and feedback from satisfied customers. We pride ourselves on the friendliness, professionalism, and speed in which we resolve all customer service needs.	*
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Our customer support center responds to customer requests received via phone, email, our website, or fax. Our official customer support hours are 8am – 5pm, but our dedicated team works overtime on many occasions to make sure any customer needs are resolved ASAP. Phones are answered by a live person with little to no hold time during the hours of 8am – 5pm. Email, website or fax inquiries are responded to within minutes to an hour in most cases, and no later than 24 hours. Our dedicated and highly trained customer support team assists customers with solutions for all customer service requests. Replacement parts are shipped within 24 hours of receipt of order. Our field technicians are scheduled accordingly for service and/or repairs. We constantly monitor and review the customer service team's performance and procedures to ensure our customer service is at the highest standard. Our commitment and effort is confirmed by satisfied customers who take time out of their busy days to send us notes of appreciation.	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We have been providing products and services to entities throughout United States and U.S. territories since our inception and will continue to do so.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We have been providing products and services to Canada since inception and will continue to do so. Greenfields can be found in 7 provinces in Canada: AB, BC, MB, ON, NL, QC & SK	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	None, we can provide goods & services throughout the US & Canada.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Not applicable. We can serve all Sourcewell participating entities.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	No specific restrictions apply. We have been and are able to service all of Hawaii, Alaska and U.S. Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Greenfields advertises and markets its product via a variety of marketing platforms. The Sourcewell Contract Number & Logo will be promoted via all our marketing platforms, including Greenfields' homepage, to ensure our current & future customers are aware of our contract with Sourcewell and understand its benefits: - Multiple industry-leading publications via print & email blasts - Regular direct email blasts to our leads - Social media - Trade shows and other industry events - Our main annual Source Book (catalog) distributed to all our dealers, as well as a variety of brochures specific to our specialty product lines. - Greenfields' website – the Sourcewell logo will be placed in a prime location on our website's homepage, and we will develop a dedicated Sourcewell webpage to thoroughly explain all benefits of the Contract to our existing and potential customers. - Virtual and live educational sessions - we will include Sourcewell in our educational sessions for customers as well as our dealers.
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We invest a great amount of time and effort in keeping our website exciting, up to date, relevant and user friendly. Our website is optimized to rank high on all major search engines. We use social media (Facebook, Instagram, Twitter, Pinterest) to promote our product and post updates on regular basis. We make our posts fun and interactive to engage our followers.
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	With the current pandemic it has become evident that outdoor fitness is an essential amenity. We would like to see Sourcewell promoting Greenfields to their Members via their website, social media, publications and trade shows to create a mutually beneficial environment, allowing both Greenfields and Sourcewell to serve many new customers and communities nationwide. We will integrate Sourcewell-awarded contract into our sales process by automatically educating our customers via the first communication we have with them about the benefits of becoming a Sourcewell member and the ease of purchasing through Sourcewell.
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Yes, we utilize Unison Marketplace (unisonglobal.com)

Table 8: Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	We provide detailed maintenance and operator/end user training program. Our maintenance training program takes the form of detailed a O&M Owner's Manual, which is provided complimentary with every project/order. Our field technicians, along with our customer support team, guide maintenance teams through equipment maintenance requirements. Our equipment is designed for outdoor use by unsupervised masses with very minimal maintenance requirements. This maintenance guidance and training is standard and complimentary. Operator training programs would refer to the use of our fitness equipment by the end user. This is done in form of instructional labels on each of our units, with detailed descriptions of suggested exercises. The instructional labels also feature QR codes which provide users the ability to view video demonstrations on their smartphones. We provide operator/end user guidance and training on our website and in our upcoming app. All of the operator/end user guidance is also complimentary. In cases in which our equipment is installed by others, we offer an on-site supervision and warranty inspection during installation (small fee applicable).

37	Describe any technological advances that your proposed products or services offer.	We strive to stay on top of any technological advances applicable to our industry that can improve our customers' experience with Greenfields' products and services. We implement the latest technology to streamline the ordering process, shipping, customer support, and project designs. Our R&D team continually researches and implements new and improved product designs and materials. We optimize our website to the latest standards. Greenfields Professional Series features a top-of-the-line adjustable resistance mechanism with a recently-enhanced resistance range unmatched by any other supplier in the outdoor fitness industry. The hydraulic piston offers both push and pull resistance in all applicable units. This mechanism is the fourth-generation model, tested for 1 million repetitions to ensure quality and durability. Greenfields has recently introduced a new anti-bacterial grip.	*
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Greenfields is committed to constantly improving its green initiatives. Product: • Equipment does not use electricity • Being installed exclusively in outdoor environments, our gyms require no air conditioning, further reducing customers' carbon footprint • No equipment lubrication necessary • Minimal maintenance • Molded product made of recycled components such as steel, HPDE, LLDPE, rubber grips. Recycling in the manufacturing process: • We recycle all scrap metal and other materials such as packaging, plastics, etc. Green initiatives in the offices: • Use of energy efficient light bulbs throughout our buildings • Reducing printed materials and printing altogether, emphasizing our digital literature	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Not Applicable	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Not Applicable	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Since no community is the same, the Greenfields team takes the necessary time to customize and personalize our gym designs for each project! Our dedicated sales team and dealers take the time with every customer to assure we cater to their specific needs and customize each project, accounting for the demographics of end users, space, budget and any other considerations. With the current pandemic, the nation has recognized the need for outdoor activities. With limited access to indoor gyms, the demand for outdoor fitness zones has increased exponentially. We are proud to provide unique and customized solutions with our outdoor fitness zones. Regardless of the size of the project, Greenfields offers complimentary consultation, site layout and design. We offer the largest selection of outdoor fitness equipment in North America, with over 150 components, including but not limited to: • Patented Wheelchair Accessible line (U.S. Patent 9,079,069) – 10 different exercises • Patented Bi-Directional Adjustable Resistance mechanism – 18 different exercises • Customized functional fitness – Build Your Own Rig – 26 different components featuring countless exercises • We introduce new designs and products every year. In 2020, we introduced our exciting new X-Treme Ninja Course • Customized military fitness units To accommodate every terrain, location, and geographic zone, we offer two installation methods for our equipment: In-Ground direct bury, and Surface Mount. These two options are reviewed and discussed with the customer to determine which option fits their needs the best.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	Yes, our warranties cover all products, parts, and labor. Limited 10-year warranty on main post and metal structures Limited 5-year warranty on moving parts and bearings Limited 5-year warranty on seats and brackets Limited 3-year warranty on hydraulic pistons Limited 2-year warranty on footrests, armrests, rubber parts and chains Limited 1-year warranty on soft goods such as battle ropes, climbing ropes and suspension trainers All warranties cover failure due to natural deterioration or manufacturing defects and do not include any cosmetic issues or wear and tear from normal use. Detailed warranty attached.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Yes, there are few restrictions that affect warranty coverage as listed below: 1. User weight limit is 300 lbs 2. Vandalism is not covered by warranty 3. Reclaimed water spray by irrigation voids the warranty 4. Natural disasters are not covered by warranty (falling trees, equipment being submerged)	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, when applicable, Greenfields has covered the expense of technician's travel time and mileage to perform warranty repairs.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	We cover all geographic regions of United States or Canada. In many cases, repairs can be performed by maintenance staff under the guidance of our trained technicians. If for any reason repairs cannot be performed by maintenance staff, Greenfields deploys their own technicians to the site. We service all of U.S. and Canada.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Any items made by other manufacturers will be covered under their own applicable warranty. In our case, this would be applicable to Shades and/ or any additional site amenities not manufactured by Greenfields. All outdoor fitness equipment, however, is manufactured by Greenfields and therefore covered under our warranty.	*
47	What are your proposed exchange and return programs and policies?	Due to the unique nature of outdoor fitness equipment being installed in the ground, we at Greenfields make sure that each project and product is carefully handpicked by our experts per customer specifications, therefore exchanges and returns are not required. Should a situation arise where our product is damaged during transit, any necessary exchange or repair is covered under Greenfields warranty. 100% customer satisfaction is of utmost importance to Greenfields.	*
48	Describe any service contract options for the items included in your proposal.	Since Greenfields' equipment is extremely durable and requires minimal maintenance, customers should not have any out-of-pocket expenses for the first five (5) years (other than possible vandalism). Past the first 5 years, replacement parts are easily installed with minimal effort by the local maintenance/facilities crews. Therefore, there is no reason to engage in a costly maintenance agreement. However, should the customer wish to have a maintenance agreement, Greenfields will be happy to accommodate such requests.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Greenfields' terms are Net 30 for all public agencies.	*
50	Describe any leasing or financing options available for use by educational or governmental entities.	Yes, Greenfields provides financing options.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Our proposed order process will include the following steps: 1.Determine needs including demographics, space, budget and any other specifications 2.Propose and explain Sourcewell contract option to the customer, emphasizing the benefits of an easy purchase reflecting Sourcewell discounted pricing without having to go through the expensive and lengthy public bid process 3.In case the customer is not a Sourcewell member yet, answer any questions they may have about the Sourcewell purchasing process and highlight the benefits of a Sourcewell cooperative purchasing agreement 4.Guide member to the Sourcewell website and explain the easy process of becoming a member 5.Finalize the project with customer, provide pricing quote with our Sourcewell contract number and expiration date 6.Receive PO from customer, finalize sale 7.Document Sourcewell sale utilizing our accounting system, accurately reporting quarterly Sourcewell sales and processing payment via provided Sourcewell reporting and payment template 8.All orders/ sales obtained through our dealer network are processed through Greenfields' internal accounting system and Salesforce, therefore the same tracking of sales applies.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Greenfields accepts P-card as a form of payment. We charge a 3.5% processing fee on credit card transactions. This fee is fully absorbed by the credit card processing portals.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	A line item discount of 7% off our current pricing list applies. Some price increases may be applicable annually due to changes in material costs and other aspects. The proposed 7% contract discount will be applied to the most current price. All pricing is listed in U.S. dollars.	*
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The percentage discount from list prices offered under this RFP is 7%.	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	Greenfields offers volume discount (based on per order amount) in addition to the standard 7% discount offered to Sourcewell members as follows: \$100K - \$199K + 1% \$200K - \$300K + 2% Above \$301K + 3%	*

56	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Greenfields has the ability and capability to provide open market items to the Sourcewell member based on customer and project needs. Any open market item or nonstandard options would be carefully reviewed with the customer assuring the best price. We can offer site amenities as open market items to create turn-key projects for customers if desired. Any open market items or nonstandard options will be quoted to customers ahead of time under the Sourcewell contract.	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	We have included the basic construction costs for turnkey projects in this RFP pricelist. Additional costs may occur in case there are additional requirements based on the site location, local government permitting fees, additional concrete and/ or labor required. All these costs are calculated and quoted to the customer ahead of time directly by Greenfields.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Greenfields product consists of very heavy steel-based exercise equipment. Due to the nature of our product, shipping is an additional cost to our customers. Greenfields uses multiple third-party freight carriers to ensure the best and most economical delivery method for our customers. Shipping charges are quoted ahead of time to customer on the original proposals. Each order is carefully packed and wrapped inside large wooden crate(s) to prevent damage during transfer. Each crate is clearly marked with the project name, delivery address and other details. Our logistics team communicates closely with each customer to coordinate shipping and delivery to their desired location.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	The same shipping and delivery program and procedures apply as to the continental United States. For Alaska and Hawaii or any offshore U.S. locations, we calculate the estimated delivery time and cost, implementing same shipping procedures and quote the customer ahead of time. The same procedure applies for Canada (with the exception of importing/ exporting documentation and fees). We communicate with each customer in Canada regarding the importing/exporting process. We either use our customer's preferred broker – if they have a preference – or we use Greenfields' broker to export the goods. As with any other sale, all shipping and delivery fees are obtained and quoted to the customer ahead of time, ensuring the most economical options for our customers.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We maintain a steady inventory of components needed to build our units. This allows us to offer the fastest delivery schedule in the industry. - Our standard lead-time to ship out is 3 weeks - Rush orders can be prioritized to ship out within 1-2 weeks - Custom orders require additional time for design and fabrication. - Our product is carefully wrapped and packed in large wooden crates at our distribution facility. - Most of our units come fully assembled and carefully wrapped to prevent any damage during transportation. - We communicate dimensions and weight as well as tracking information and provide receiving instructions in advance.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	We ensure that Sourcewell participating entities get the correct pricing by internally verifying each quote. When a customer quote is generated, it goes through multiple internal channels, starting with the sales representative, then the estimator, and then moving to the accounting department. Compliance and pricing are therefore at least triple checked on each order. Greenfields already implements a self-audit process to verify internal processes and sales tracking. Our accounting system already has such tracking in place, in which we prepare reports and track sales by their origin/source. An accounting manager will prepare monthly and quarterly sales reports for the Sourcewell tracking code. This report is verified and validated by the Accounting Department first. We double check and compare all PO's and Salesforce tracking against the report. After the report is validated by Accounting Dept, it is submitted to Greenfields' CEO and upper management for final approval. Order documentation including invoices for all Sourcewell sales are available for review upon request.	*
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Greenfields proposes a 2% administrative fee payable to Sourcewell. This fee will be calculated quarterly for all Sourcewell orders per contract.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Our fitness equipment, related accessories and site amenities are designed for: - Cardio training - Strength, agility, and mobility training - Vocational and exercise/sports rehabilitation or therapy of joint and muscle injuries Greenfields product lines are divided into the following categories: -Resistance-Free Systems – part of Greenfields' time-tested Legacy Series, designed for low impact and mobility -Body-weighted Leverage Systems – also part of Greenfields' time-tested Legacy Series, designed for low impact exercises employing a portion of the user's own body mass. -Wheelchair Accessible Systems – part of Greenfields' patented Signature Accessible(TM) design (U.S. Patent 9,079,069) accommodating those in wheelchairs -Adjustable Resistance Systems – designed to bring indoor gym circuit training into the outdoors, these 20 different units allow users to adjust the level of resistance of their workouts. This line includes 3 units for those in wheelchairs. -Functional Fitness Rigs – taking inspiration from the CrossFit movement, Greenfields offers customizable Functional Fitness Rigs to fit the available space and community needs -Xtreme Ninja Course – unique, advanced designs taking after the American Ninja Warrior Games -Military Fitness Systems – customized, unique designs to support all branches of our Armed Forces (may not be suited to public spaces) - Greenfields' predesigned packages - simplifying the ordering process even further, these packages are combinations of our most popular equipment, proven to serve a wide user base, already installed at multiple locations nationwide In addition to Greenfields brand product lines, we offer Shade canopies customized to each project and site amenities. Along with the product, we offer the following services: - Design and consultation - complimentary - CAD & 3D services - complimentary - Installation services – to provide customers with turnkey solutions - Post installation technical services - Customer support and replacement parts
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	- Public Park Design – customized layout design & unit selections to fit the needs of local park patrons - Active Seniors/ Older Adult Fitness – customized designs catering to the need of the growing active senior communities nationwide (senior centers, active senior living communities, etc.) - School & University Fitness Program – customized design to help schools bring fitness to all students - ROTC & JROTC – nationwide programs - VA hospitals and facilities – customized designs to provide fitness and physical therapy options for veterans including those with disabilities - Hospitals & Rehab Facilities – customized designs are helping healthcare workers to stay healthy

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional

comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
66	Cardio Training Equipment	☒ Yes ☐ No	-Single Ski -2-Person Ski -Single Airwalker -2-Person Airwalker -Recumbent Bike -Upright Bike -Elliptical Cross Trainer -Hand Cycle – Seated -Hand Cycle – Wheelchair -Cardio Stepper with adjustable resistance -Battle Rope -Plyometric Steps -Rowing Machine -Rower with adjustable resistance	*
67	Strength, agility, and mobility training equipment	☒ Yes ☐ No	Professional Series -Butterfly Press (Adjustable Resistance) -Leg Press (Adjustable Resistance) -Squat Press (Adjustable Resistance) -Ab Toner (Adjustable Resistance) -Inner Thigh Adductor (Adjustable Resistance) -Back Extension -Sit-Up Bench -Triceps Press (Adjustable Resistance) -Chest Press (Adjustable Resistance) -Shoulder Press (Adjustable Resistance) -Vertical Press (Adjustable Resistance) -Arm Curl (Adjustable Resistance) -Hip-Twist (Adjustable Resistance) -Rower (Adjustable Resistance) -Bench Press (Adjustable Resistance) -Leg Extension / Curl (Adjustable Resistance) Legacy Series -Butterfly (bodyweight leverage system) -Reverse fly (bodyweight leverage system) -Back Press (bodyweight leverage system) -Triceps Press (bodyweight leverage system) -Chest Press (bodyweight leverage system) -Lat Pull Down (bodyweight leverage system) -Vertical Press (bodyweight leverage system) -Leg Press (bodyweight leverage system) -Leg Extension (weight) -Leg Curl (weight) -Weight Lift (weight) -Lower Body Stretching station -4-Person Twisting / stretching Station Obstacle Course -Rope Wall -Cargo Net -Rope Climb -Slalom -Over & under -Balance beam -Slanted Jump Boards -Overhead Ladder Functional Fitness -Standard Pull-Ups -Parallel Pull-Ups -Lat Pull-Ups	*

			-Cannon Ball Pull Ups -Rotating Pull-Ups -Dips -Leg Raises -Knee Raises -Parallel bars -High-Ring -Ring-Rows -Ladders (3 types) -Bulgarian Split squats -Wall Ball -Swedish Vertical Ladder -Swedish Curved Vertical Ladder -Incline Ladder -Kettle Bells - Ninja Course -Horizontal Peg Grip -Ball Grip -Cone Grip -Ring -Vertical Peg Grip -Climbing Rope -Balloons -Cheese Walls -Peg Wall -Tire -Pull-Up Bar -Spider Web -Rotating Rings -Floating Bridge -Spider Walk -Trapeze -Final Wall -Pull-Up Wheel -Pull-Up Triangle -Swing -Slanted Jump Boards	
68	Vocational and exercise/sports rehabilitation or therapy	☒ Yes ☐ No	10 different exercises for those in a wheelchair: -Wheelchair Accessible Lat-Pull Down (fixed weight) -Wheelchair Accessible Vertical Press (fixed weight) -Wheelchair Accessible Chest Press (fixed weight) -Wheelchair Accessible Butterfly (fixed weight) -Wheelchair Accessible Reverse-fly (fixed weight) -Wheelchair Accessible Hand-cycle -Wheelchair Accessible Triceps Press (Adjustable Resistance) -Wheelchair Accessible Vertical Press (Adjustable Resistance) -Wheelchair Accessible Shoulder Press (Adjustable Resistance) -Wheelchair Accessible Big Wheel Stretch Low impact movements for rehabilitation -Recumbent Bike (resistance free) -Upright Bike (resistance free) -Mid-Section stretching station -Lower body stretching station -Upper body stretching station -Air-walker	*

69	Services related to the solutions above	☒ Yes ☐ No	-Provide Complimentary design consultation service -Provide Complimentary site layout design -Provide Complimentary CAD DWG service -Provide Complimentary 3D service -Provide Complimentary customization of Functional Fitness Rigs -Provide additional Site Amenities – such as Benches, Trash Receptacles, and Bike Racks -Provide Custom Shade (when applicable) -Provide Installation services (where applicable) -Provide Post Installation Technical support -Provide Customer Support Service	*
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Table 15: Industry Specific Questions

Line Item	Question	Response *
70	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	- Internal Salesforce program - lead follow-ups - Internal Salesforce program - for reporting - Accounting system - monthly and quarterly sales reviews - SourceWell – quarterly reporting
71	Describe the serviceability of your products and how that impacts the durability or longevity of your product.	- It starts with structures that are designed to be simple to use and durable enough to withstand the elements - From a steel production standpoint, galvanization and powder coating are standard - Ergonomic seats & backrests and other related platforms are made with low-heat conducting LDPE & HDPE materials - Use of tamper resistant hardware - All grips are made of low-heat conducting rubber, shaped for easy use - All parts are simple to replace - Designed to require minimal maintenance - Installations across the country continue to serve the communities past their warranty period
72	Describe any design or material specification-related attributes that differentiate your offering.	- Safety mechanisms are installed in all units with moving parts – SafeStop is an internal range limiter designed to protect the user and the equipment from overextension and damage - Galvanized steel and two layers of powder coating to increase the longevity and durability of our products - Durable LDPE & HDPE materials - New antibacterial grips
73	Identify any industry certification(s) that your business or the products included in your proposal have attained or received.	Greenfields is committed to ensuring safe and inclusive exercise opportunities for teens, adults, and seniors. To ensure user safety, Greenfields strives to comply with all of the voluntary specifications of ASTM F3101-15. Our patented Signature Accessible fitness equipment (U.S. Patent 9,079,069) represents the industry's most substantial offering of outdoor fitness equipment for those with disabilities and is designed to allow wheelchair users the opportunity to exercise alongside the able-bodied.
74	Describe any manufacturing processes or material specification-related attributes (wind speed or snow load specifications) that differentiate your offering from your competitors.	Resistance Mechanism: Greenfields' Professional Series resistance cylinder with a patented active valve function allows for both a silent and smooth operation. With nearly linear load characteristics invariant to speed, the motion characteristics are optimized for the most gentle and safe muscular exercise. The minimum load of a few pounds can be set and controlled to fit the elderly and those undergoing rehabilitation. Resistance can be adjusted gradually to 100+ pounds resistance, depending on the unit. The resistance mechanism has been tested for 1,000,000 repetitions. Bearings: Greenfields' designs boast a smooth operation and an unparalleled range of motion. This is achieved by the use of HRB stainless sealed ball bearings with a life cycle of 10,000 hrs. Wind load: All fitness equipment main structures (posts) are designed to meet Miami-Dade county's requirement of a live-load being 60 lb/sq.ft, as well as a 175 mph. wind load Snow Load: Given the small profile of Greenfields equipment, there is no concern for snow load, as it will just surround the unit. Greenfields' galvanizing & powder coating processes have a proven record in snow and cold conditions. Clamps for pull-up bars: All Greenfields' bars connections to clamps are welded. This is to prevent the bars from spinning in their housings, making them the safest bars in the industry. Hot-Dip Galvanize: The hot-dip galvanizing process coats the fabricated structure both inside & out, providing extra durability for ocean front projects.

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 75. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification	

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcwell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcwell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcwell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcwell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 - c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Samuel Mendelsohn, CEO/ President, Greenfields Outdoor Fitness, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_Outdoor Fitness Equipment_RFP 010721 Mon November 16 2020 01:24 PM	☒	1
Addendum_1_Outdoor Fitness Equipment_RFP 010721 Thu November 12 2020 11:54 AM	☒	1



CONTRACT EXTENSION

Contract Number: 010721-GRN

Sourcewell	and	Greenfields Outdoor Fitness
202 12th Street Northeast		2617 West Woodland Drive
P.O. Box 219		
Staples, MN 56479		Anaheim, California 92801
(Sourcewell)		(Vendor)

have entered into Contract Number: 010721-GRN
for the procurement of: Outdoor Fitness Equipment with Related Accessories and Services

The Contract has an expiration date of 2025-02-05 , but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell’s Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of 2026-02-05 . All other terms and conditions of the Contract remain in full force and effect.

Sourcewell

DocuSigned by:

C0FD2A139D06489

Authorized Signature

Jeremy Schwartz

Name

Chief Operating and Procurement Officer

Title

3/6/2024 | 10:43 AM CST

Date

DocuSigned by:

3DE4AE030B28499...

Authorized Signature

Sam Mendelsohn

Name

President & CEO

Title

3/6/2024 | 10:36 AM PST

Date

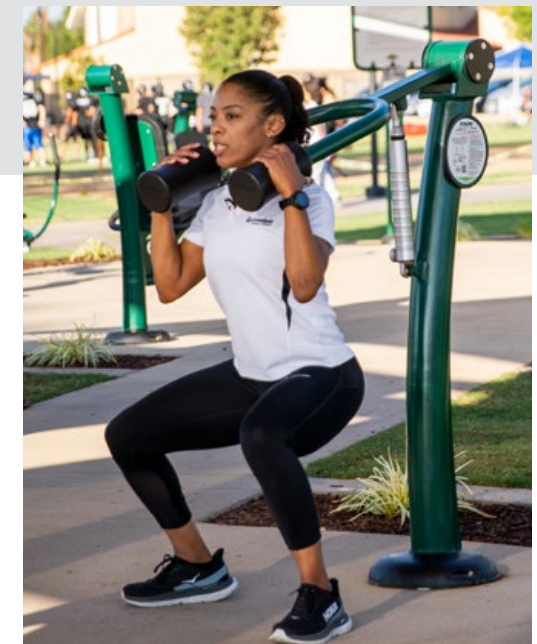


PROPOSED FITNESS ZONE

Linear Park 2025

City of Dania Beach, FL

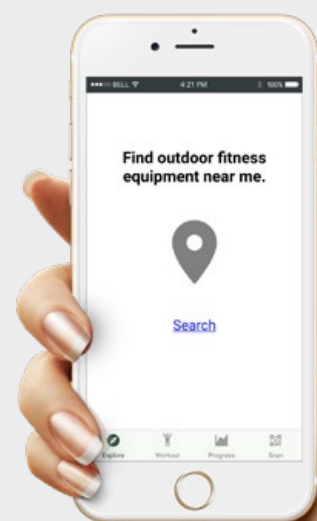
VERSION3 REV1 2025-03-12





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- 03-06 **Proposed Design**
- 07 **Unit Selection**
- 08 **Critical Fall Heights**
- 09 **Project Layout**
- 10-16 **Unit Details**
- 17 **Custom Color**
- 18-19 **Signage**
- 21-23 **Installation & Maintenance**
- 24 **Warranty**



INTRODUCING THE GREENFIELDS OUTDOOR FITNESS APP!

see page 20 for details

Why Greenfields Outdoor Fitness?

It's never been more important to get everyone in the community exercising!
Since 2007, Greenfields Outdoor Fitness has led the way in creating fun, interactive exercise areas available to the public 24/7.



CUSTOMIZE IT!

Need to modify one of our packages to your project's needs? Our design team is ready to help. Looking for custom colors? Just let us know what you need.



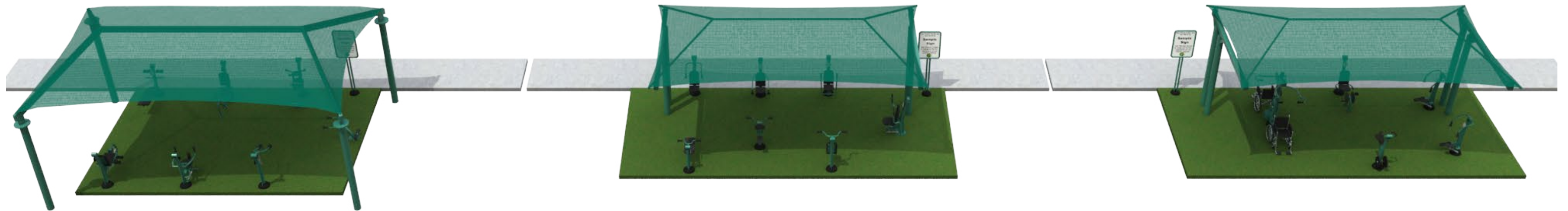
FITNESS FOR YOUR COMMUNITY

There's no one-size-fits-all approach to fitness! We specialize in making sure that everyone – from teens to adults to seniors, and even people in wheelchairs – can exercise on equipment that's suited to their needs. By helping people overcome the obstacles in their journey to becoming healthier, Greenfields is improving the quality of life for people across the world.



PEACE OF MIND

Our industry-leading warranty means you should expect no out-of-pocket maintenance costs for at least the first five years. Greenfields' equipment is installed across the U.S. from Alaska to Miami, and even overseas. In case of any issues, our expert support team is just a phone call away.



Station 1

Station 2

Station 3



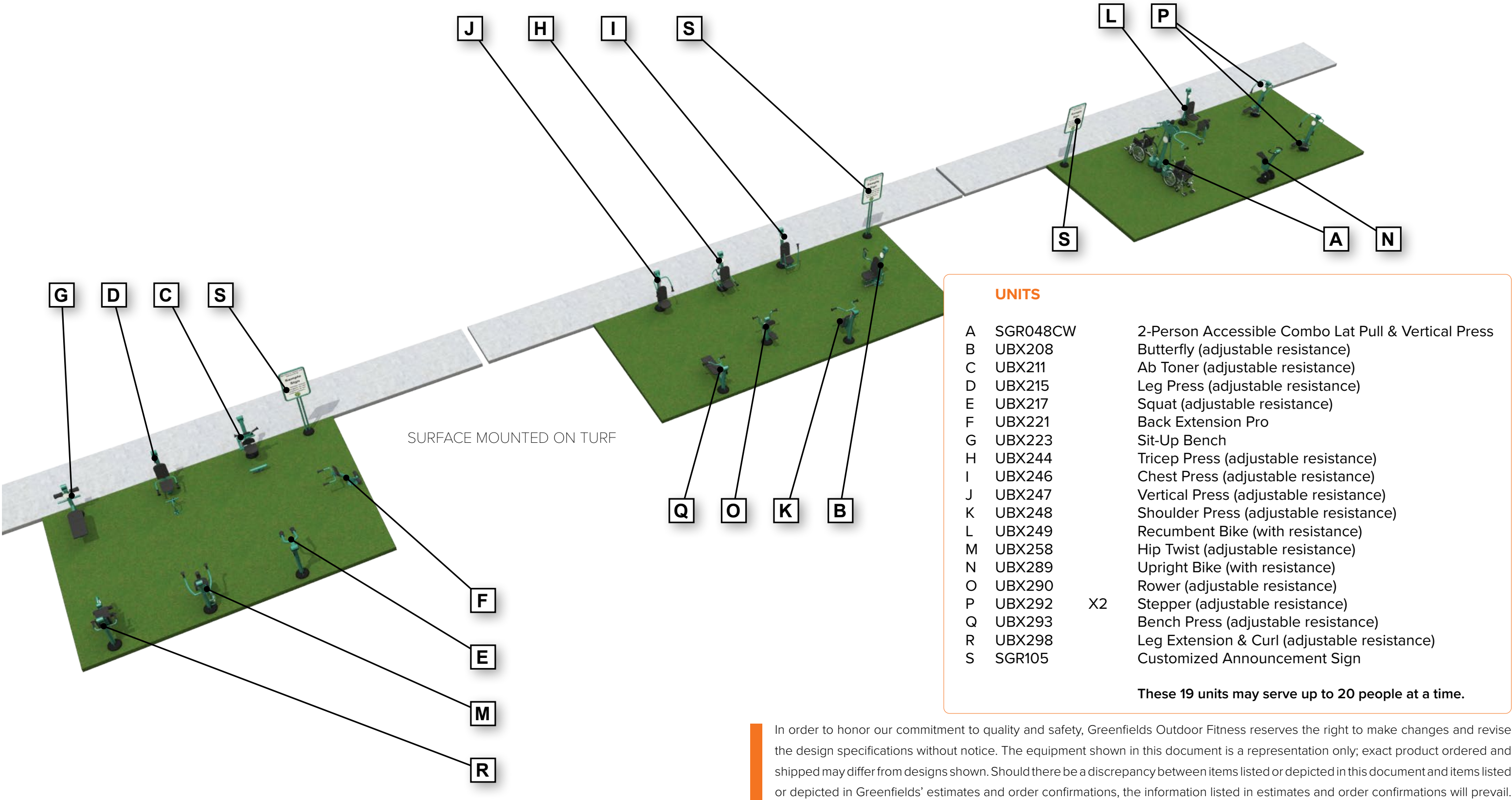
Station 1



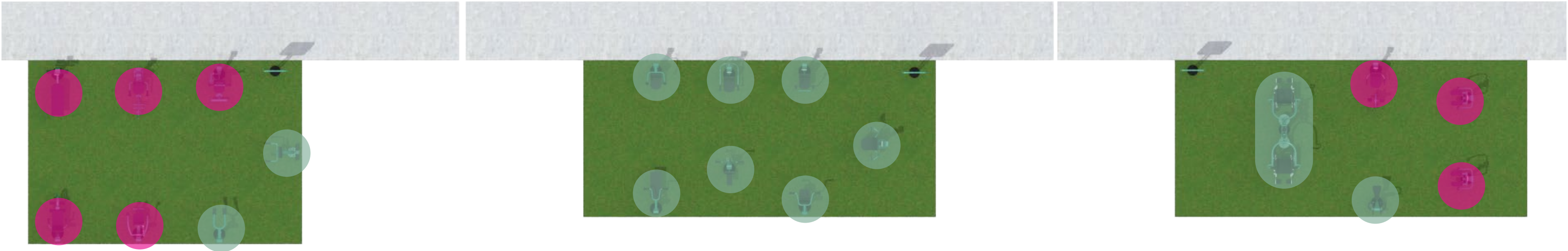
Station 2



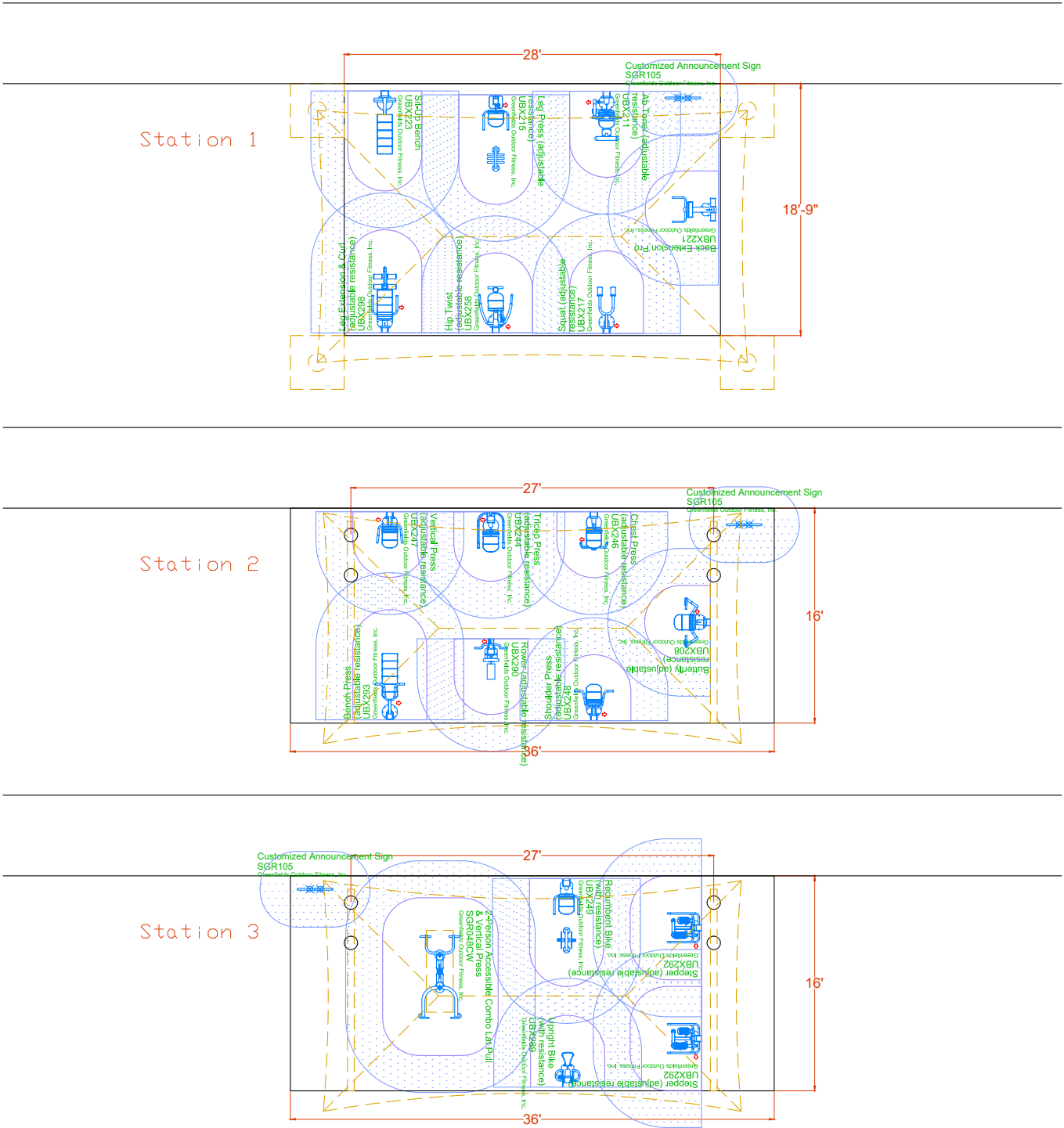
Station 3



-  User's Feet Touch Ground
-  < 24" CFH



Maximum critical fall height (CFH) is defined as the distance between the designated use surface and the surface beneath it.



THIS OUTDOOR FITNESS EQUIPMENT IS DESIGNED FOR AGES 14 AND UP UNLESS OTHERWISE NOTED ON THE PLAN.

IT IS THE OPINION OF THE MANUFACTURER THAT THIS OUTDOOR FITNESS AREA CONFORMS TO A. D. A. ACCESSIBILITY STANDARDS, ASSUMING AN A. D. A. ACCESSIBLE COMPLIANT SURFACING IS USED.

THIS CONCEPTUAL PLAN WAS CREATED BASED ON THE INFORMATION AVAILABLE TO US. PRIOR TO CONSTRUCTION, DETAILED SITE INFORMATION INCLUDING SITE DIMENSIONS, TOPOGRAPHY, EXISTING UTILITIES, SOIL CONDITIONS, AND DRAINAGE SOLUTIONS SHOULD BE OBTAINED, EVALUATED, AND UTILIZED IN THE FINAL DESIGN. PLEASE VERIFY ALL THE DIMENSIONS OF THE OUTDOOR FITNESS EQUIPMENT AREA, SIZE, ORIENTATION, AND LOCATION OF ALL EXISTING UTILITIES, EQUIPMENT, AND SITE FURNISHINGS PRIOR TO ORDERING.

FOR THE NEED OF FALL-ATTENUATING SURFACING, PLEASE CONSULT YOUR PROJECT MANAGER.

TOTAL AREA IN SQUARE FEET OF SURFACING IS
--- SQ FT

DESIGNED BY:
NM
COPYRIGHT: 04/15/2024
GREENFIELDS OUTDOOR FITNESS, INC.
2617 N. WOODLAND DR.
ANAHEIM, CA 92801
PH: 888-315-9037 FAX: 866-308-9719

DATE	DRAWING #	INITIALS

In order to honor our commitment to quality and safety, Greenfields Outdoor Fitness reserves the right to make changes and revise the design specifications without notice. The equipment shown in this document is a representation only; exact product ordered and shipped may differ from designs shown. Should there be a discrepancy between items listed or depicted in this document and items listed or depicted in Greenfields' estimates and order confirmations, the information listed in estimates and order confirmations will prevail.

Chest Press (adjustable resistance)
UBX246



Sit-Up Bench
UBX223



Leg Press (adjustable resistance)
UBX215



Ab Toner (adjustable resistance)
UBX211



Hip Twist (adjustable resistance)
UBX258



Butterfly (adjustable resistance)
UBX208



Stepper (adjustable resistance)
UBX292



Squat (adjustable resistance)
UBX217



Back Extension Pro
UBX221



Upright Bike (with resistance)
UBX289



Rower (adjustable resistance)
UBX290



Recumbent Bike (with resistance)
UBX249



Bench Press (adjustable resistance)
UBX293



2-Person Accessible Combo Lat Pull & Vertical Press
SGR048CW



Tricep Press (adjustable resistance)
UBX244



Vertical Press (adjustable resistance)
UBX247



Leg Extension & Curl (adjustable resistance)
UBX298



Shoulder Press (adjustable resistance)
UBX248





SGR048CW
 2-PERSON ACCESSIBLE COMBO LAT PULL
 & VERTICAL PRESS

Custom
 Color



RAL 6005
 Greenfields Green



Post Caps, HDPE

Name: _____
 Date: _____
 Signature: _____



CUSTOMIZED ANNOUNCEMENT BOARD **SGR105**

This announcement board can be used to:

- State safety guidelines
- Acknowledge project donors/sponsors
- Encourage healthy lifestyle choices
- Provide sample workouts

Customization available at no charge (text, logos, etc.)

FRONT

William H. Kerdyk, Jr., and Family Park
FITNESS ZONE

The fitness equipment is designed for your enjoyment.
For your safety, we ask you to comply with the following:

- 1 You assume all risk and responsibility for use of the exercise equipment at this facility.
- 2 You must be at least 14 years old to use this equipment.
- 3 Parents/Guardians: To avoid injuries, do not let your underage children use the equipment.
- 4 Consult your physician prior to starting any physical fitness training program.
- 5 The City of Coral Gables does not provide any supervision for the use of the equipment.
- 6 Any potential users with known adverse health conditions should not use this equipment.
- 7 Before using the equipment, check for loose parts, breaks, cracks or other conditions needing attention. If any abnormalities are noticed, do not use the equipment. Please contact parks@coralgables.com or (305)460-5600.
- 8 Perform exercises according to instructions on each piece of equipment.
- 9 Breathe normally during physical activity.
- 10 Perform resistance exercises according to instructions in a slow, controlled manner over the full range of motion. Performing the movements too quickly may result in an injury.
- 11 During exercise, pay attention to how your body feels. If pain or discomfort occurs, STOP THE EXERCISE IMMEDIATELY.
- 12 Rest and recovery are important between sets and exercises. Please allow 2 minutes of rest between exercises.
- 13 Keep a safe distance from exercise equipment when in use by others.

The City of Coral Gables shall not be liable for any personal injury to any person resulting from the use of the exercise equipment at this facility.



BACK

 **Riverside Park**
FITNESS ZONE

The fitness equipment is designed for your enjoyment.
For your safety, we ask you to comply with the following:

- 1 You assume all risk and responsibility for use of the exercise equipment at this facility.
- 2 You must be at least 14 years old to use this equipment.
- 3 Parents/Guardians: To avoid injuries, do not let your underage children use the equipment.
- 4 Consult your physician prior to starting any physical fitness training program.
- 5 The city does not provide any supervision for the use of the equipment.
- 6 Any potential users with known adverse health conditions should not use this equipment.
- 7 Before using the equipment, check for loose parts, breaks, cracks or other conditions needing attention. If any abnormalities are noticed, do not use the equipment. Please call 313-528-0900.
- 8 Perform exercises according to instructions on each piece of equipment.
- 9 Breathe normally during physical activity.
- 10 Perform resistance exercises according to instructions in a slow, controlled manner over the full range of motion. Performing the movements too quickly may result in an injury.
- 11 During exercise, pay attention to how your body feels. If pain or discomfort occurs, STOP THE EXERCISE IMMEDIATELY.
- 12 Rest and recovery are important between sets and exercises. Please allow 2 minutes of rest between exercises.
- 13 Keep a safe distance from exercise equipment when in use by others.

The City of Detroit shall not be liable for any personal injury to any person resulting from the use of the exercise equipment at this facility.

FRONT

 **FITNESS ZONE®**

Get Active!
Try to be active every day. Even if you've never exercised or haven't exercised in many years, you can benefit from fitness at any age.

Before You Start:

- Start slowly. Warm up for 5 to 10 minutes with easy stretching or brisk walking.
- Take it easy. Moderate exercise can benefit you as much as intense exercise.
- Read and understand all exercise instructions.

**A Complete Exercise Program Includes
3 TYPES OF ACTIVITY:**



AEROBIC EXERCISE
(Increases heart rate)
• Raises your heart rate
• Uses the large muscles of the body (arms, legs, back)
• Decreases risk of chronic disease
• Helps you lose weight



STRENGTH-BUILDING
(Increases strength)
• Increases strength
• Improves balance
• Increases bone density



STRETCHING
(Increases flexibility)
• Loosens stiff joints
• Lengthens and loosens muscles



BACK

 **ZONA DE EJERCICIOS®**

¡Actívale!
Intenta estar activo todos los días. Incluso si nunca ha hecho ejercicios o no lo ha hecho en muchos años, puede beneficiarse del ejercicio físico a cualquier edad.

Antes de que empieces:

- Comience lentamente. Calentar durante 5 a 10 minutos con estiramientos fáciles o caminatas rápidas.
- Tómalo con calma. El ejercicio moderado puede beneficiarlo tanto como el ejercicio intenso.
- Lea y comprenda todas las instrucciones de ejercicio.

**Un programa completo de ejercicios incluye
3 TIPOS DE ACTIVIDAD:**



EJERCICIO AEROBICO
(Incrementa la frecuencia cardíaca)
• Aumenta la ritmo cardíaco
• Utiliza los músculos grandes del cuerpo (brazos, piernas, espalda)
• Disminuye el riesgo de enfermedades crónicas
• Le ayuda a perder peso



FORTALECER LOS MÚSCULOS
(Incrementa la fuerza)
• Fortalece los músculos
• Aumenta la densidad ósea



ESTIRAMIENTO
(Incrementa la flexibilidad)
• Afloja las articulaciones rígidas
• Alarga y afloja los músculos



FRONT

Welcome to Your
Fitness Zone

The fitness equipment is designed for your enjoyment. For your safety, we ask you to comply with the following:

1. You assume all risk and responsibility for use of the exercise equipment at this facility.
2. You must be at least 14 years old to use this equipment.
3. Parents/Guardians: To avoid injuries, do not let your underage children use the equipment.
4. Consult your physician prior to starting any physical fitness training program.
5. The City does not provide any supervision for the use of the equipment.
6. Any potential users with known adverse health conditions should not use this equipment.
7. Before using the equipment, check for loose parts, breaks, cracks or other conditions needing attention. If any abnormalities are noticed, do not use the equipment. Please call 408-986-4820.
8. Perform exercises according to instructions on each piece of equipment.
9. Breathe normally during physical activity.
10. Perform resistance exercises according to instructions in a slow, controlled manner over the full range of motion. Performing the movements too quickly may result in an injury.
11. During exercise, pay attention to how your body feels. If pain or discomfort occurs, STOP THE EXERCISE IMMEDIATELY.
12. Rest and recovery are important between sets and exercises. Please allow 2 minutes of rest between exercises or sessions.
13. Keep a safe distance from exercise equipment when in use by others.



BACK

THIS PROJECT WAS MADE POSSIBLE BY:




www.bothman.com






Promoting Wellness & Fighting Obesity One Community at a Time.

EXAMPLES OF COMPLETED SIGNS

UNIT LABELS

Unit labels feature safety guidelines, exercise instructions and more!

ADA Label included on units from Greenfields' Signature Accessible™ line



THE GREENFIELDS OUTDOOR FITNESS APP

The Greenfields App is the perfect companion to our multigenerational outdoor gyms, giving users the ability to search for gyms near their location, explore exercises available on Greenfields units, create workouts, and log their progress.

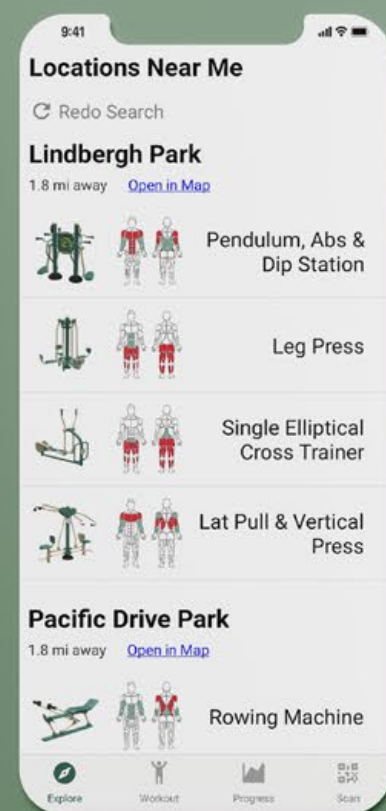
Now available on iOS and Android.



greenfieldsfitness.com/app-download/

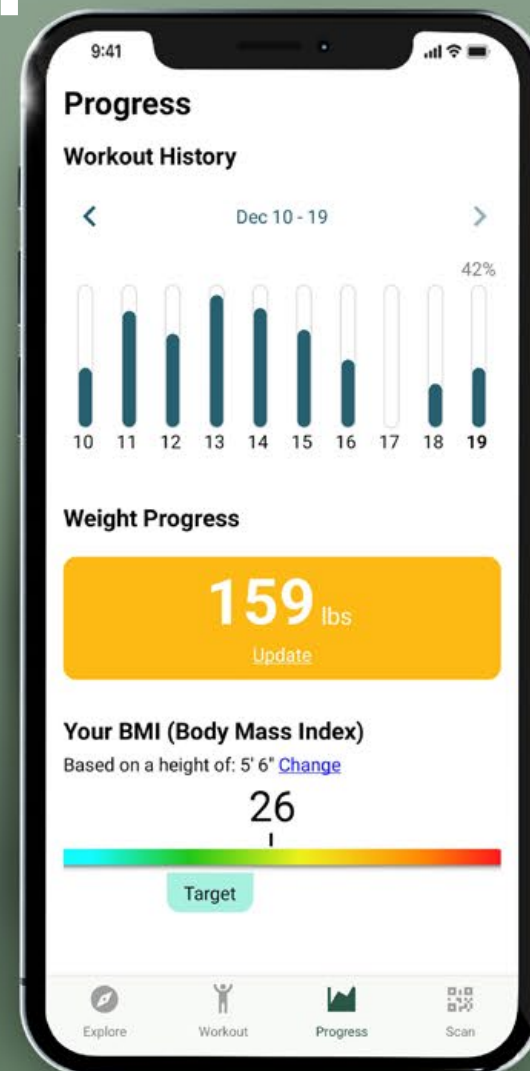
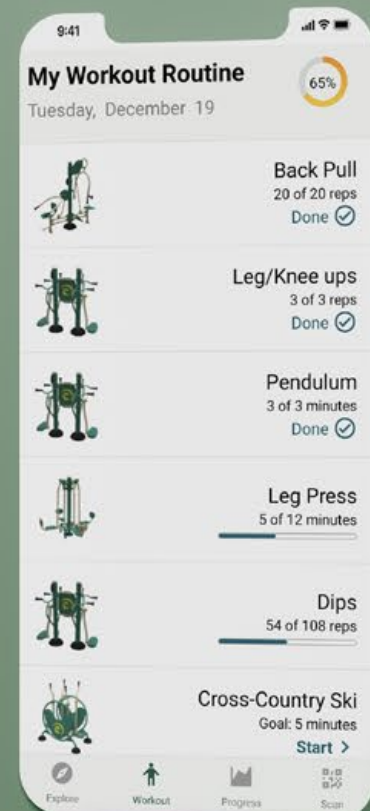
EXPLORE

Search for gyms near you.



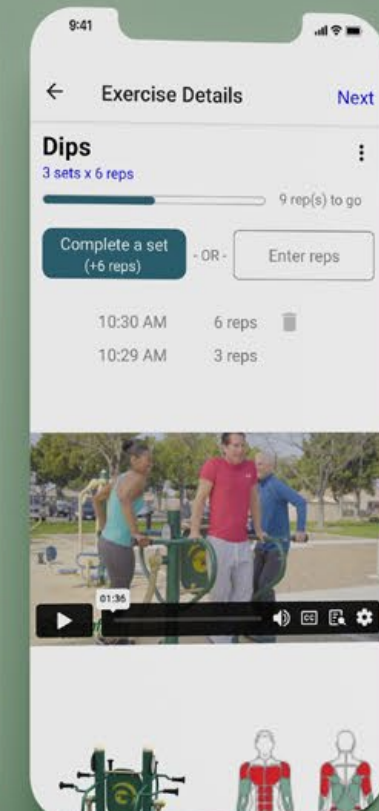
WORKOUT

Customize your routine.



SCAN

Quickly find videos & more.



General Installation Instructions: Surface Mount



The following information for contractors, maintenance personnel and supervisory staff will help ensure an accurate, safe and problem-free installation. **UNITS ARE HEAVY** (up to 450 lbs.) When unloading and handling, please exercise extra care to prevent injury or damage to the equipment. For installation, epoxy is not included in shipment and must be provided by installer.

Questions? Please call 888-315-9037 x105



Video Demo: <http://www.greenfieldsfitness.com/surface-mount-installation/>

Tools Needed: Concrete pad must be fully cured before anchoring begins.

1. Concrete drill
2. 1/2" carbide tipped drillbit
3. Angle grinder
4. Compressor with blow tip
5. Sledge hammer
6. 3/4" socket
7. Torque wrench

Parts Included:

Wedge Anchors - 4 1/2" x 1/2"

Black Plastic Covers

Black Plastic Caps

Metal Shims

Specifications:

- Concrete: 3250 PSI (minimum)
- Aggregate mix: 1:3 3/8" to 3/4"
- Concrete mix: 1:3:2.5 concrete, aggregate, and sand mix
- #3 rebar with 12" spacing
- When pouring a single pad for multiple units, use concrete thickness 6"
- When pouring standalone pads, concrete thickness minimum 8"
- Bolt Size: 1/2"
- Bolt Length: 4-1/2" (minimum)
- Hardware: Wedge Anchor Stainless Steel
- Minimum embed depth: 3-1/2"



1. Place unit on concrete pad and mark holes. Mark all holes. Make a mark on the unit and the ground to make sure unit lines up with holes.



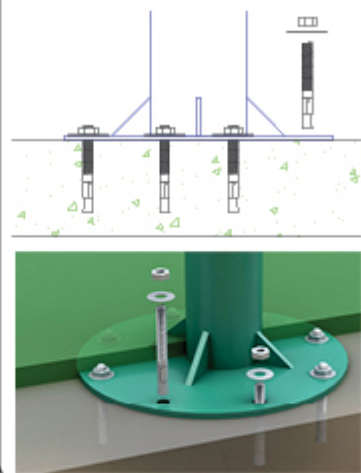
2. Drill all holes with concrete drill. Drill to a depth of 5-6" deep.



3. Using compressor or blower, blow out concrete dust from holes.



4. Fill holes with epoxy, making sure not to overfill. (Epoxy is not included in shipment and must be provided by installer).



In order to honor our commitment to quality and safety, Greenfields Outdoor Fitness reserves the right to make changes and revise the design specifications without notice.

LU21x03x24

© 2020 Greenfields Outdoor Fitness, Inc.

General Installation Instructions: Surface Mount



Questions? Please call 888-315-9037 x105

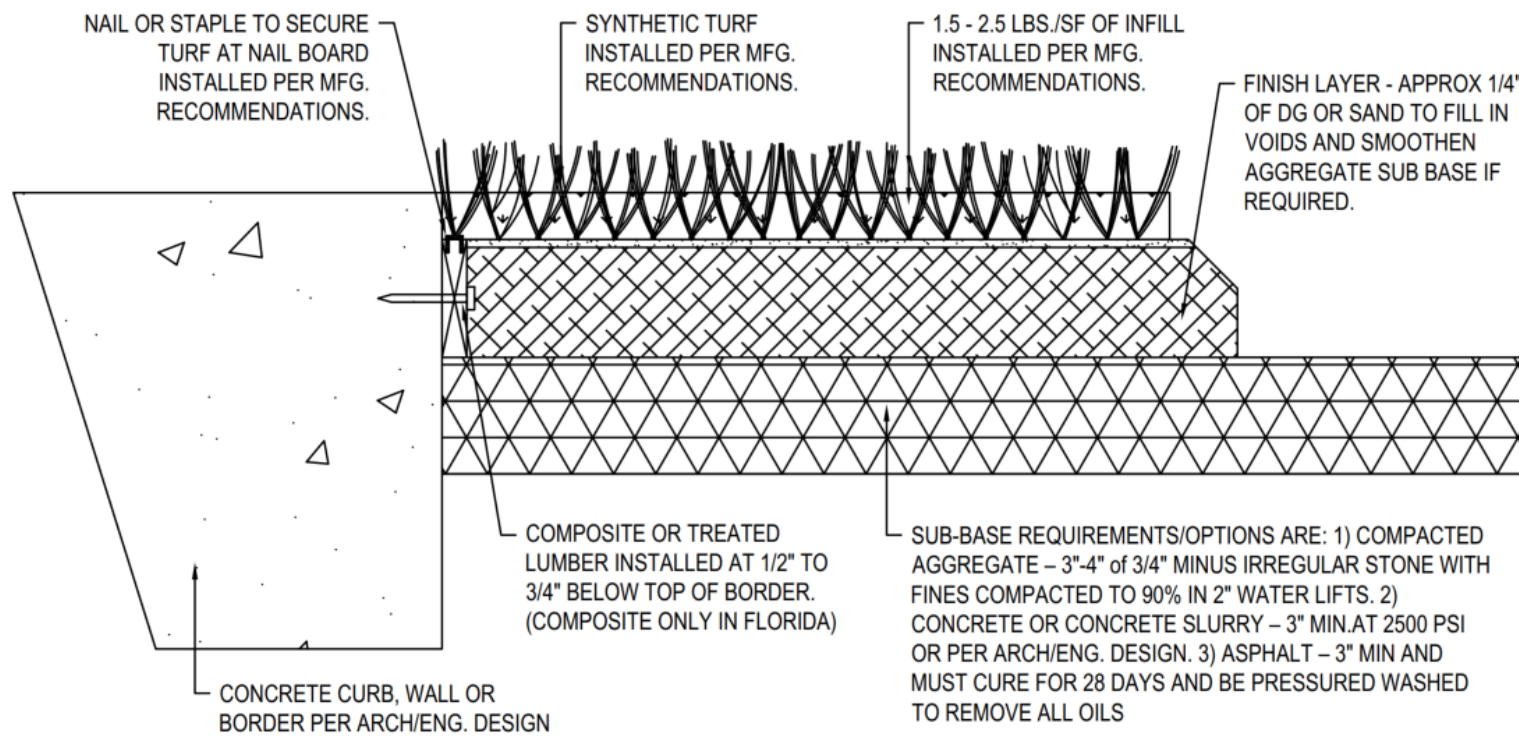
The following information for contractors, maintenance personnel and supervisory staff will help ensure an accurate, safe and problem-free installation.

Basic Installation Guidelines (cont'd)



5. Place unit over holes and make sure it lines up with mark.
6. Thread nuts onto anchors just until they are flush with the top of the anchors.
7. Hammer anchors into holes.
8. Install shims to plumb posts.
9. Tighten anchors until snug, and wait 24 hours to tighten to 80-90ft/lbs.
10. Cut off extra bolt length, if any.
11. Follow unit-specific installation instructions for installation of base plate covers and black caps.





Inspection Checklist

General Guidelines for Outdoor Fitness Equipment



Questions? Please call 888-315-9037 x105

The following document is supplied as a general inspection document to be performed during regular park inspections. Our support team can be reached at (888) 315-9037 x105 or csc@greenfieldsfitness.com.

Inspection process

- ☐ Visual Inspection
- ☐ Internal Inspection
- ☐ Documentation
- ☐ Reporting

Visual Inspection

- ☐ Check all plastic footrests, backrests, seats, etc. for any cracks. If items are cracked in an unsafe manner, take photos and contact Greenfields to order new pieces.
- ☐ Check all rubber grips for any signs of wear, and make sure they are functioning correctly. If grips are torn or cut, exposing handlebars, take photos and report to Greenfields.
- ☐ Inspect welds for any signs of wear. If there is any damage, take photos and report to Greenfields.
- ☐ Check round safety labels for any signs of wear or vandalism, and send photos if there is.
- ☐ If unsafe for public use, please wrap portion of that unit with a caution-tape to prevent use while maintenance is in progress.

Internal Inspection

- ☐ Engage moving parts and ensure full, uninhibited functionality. If units are making noises when in use, do NOT lubricate the bearings. Check for any metal on metal contact and send photos to Greenfields for review.
- ☐ Inspect bolts and caps to ensure equipment is fully tightened. If screws are loose or missing, tighten or install new screws using a thread-locking compound. If new screws are needed, take photos of the location they are needed and contact Greenfields to order new screws.
- ☐ If unsafe for public use, please wrap portion of that unit with caution tape to prevent use while maintenance is in progress.

Documentation

- ☐ Greenfields takes great pride in providing amazing outdoor fitness gyms that are intended for use by the unsupervised masses in public settings. We do realize that left unattended, units may be subject to improper use or even abuse. We rely on the local maintenance staff to provide the necessary support in order to keep all units and parts in optimal operating condition for years to come.
- ☐ Please use the inspection log provided.

Reporting

- ☐ Greenfields Customer Support Center is available to help with all inquiries. **Please feel free to contact us at: csc@greenfieldsfitness.com or 888-315-9037 x 105**
- ☐ Please be sure to include photos and name of the park, city, state, country and on-site contact person with whom to communicate.

In order to honor our commitment to quality and safety, Greenfields Outdoor Fitness reserves the right to make changes and revise the design specifications without notice.
© 2022 Greenfields Outdoor Fitness, Inc.

Safety and Upkeep Information



Greenfields Outdoor Fitness equipment is intended to be used by the unsupervised public in a variety of outdoor settings. Greenfields is extremely proud of the safe and durable design of its products, which are built to surpass their warranty under normal usage. Installations throughout the hemisphere prove this equipment's success in both hot and cold climates, as well as dry and humid conditions. While the units are designed to be, for the most part, maintenance free, Greenfields recognizes that heavy and constant usage will require a minimal level of maintenance.

Greenfields recommends periodic visual inspections of all outdoor fitness equipment to ensure that each unit is functioning normally and safely. In environments prone to vandalism, local maintenance teams should inspect more frequently. Periodic inspection is at the owners' discretion. Greenfields' Inspection Checklist is a suggestion only and is not intended to replace owners' own internal inspection system.

The following information is intended to provide some guidance for local maintenance teams:

Age Appropriate Use

This fitness equipment is classified as Adult Fitness Equipment and is designed to be used by individuals 14 years or older. Please take necessary precautionary steps to prevent use (and mis-use) by individuals younger than 14. Parental supervision should be enforced.

Normal Wear & Tear

As with any equipment, certain parts may wear more rapidly due to the type and frequency of usage. Most of Greenfields' replacement parts are designed to be installed easily—with specific instructions provided as needed. Every owners' manual contains a detailed replacement parts list for each unit purchased. [Please be advised that the use of decomposed granite (DG) is known to increase the normal wear of footrests and platforms. DG particles attach to the soles of shoes and, like sandpaper, grind these surfaces continually.]

Surface Touch-up

During handling and/or installation, the various surfaces of the equipment may become scratched or disfigured. Greenfields provides touch-up paint with each shipment, and a "Touch-up Guide" is included in this manual. Greenfields' support staff is always available to answer questions regarding the above.

Vandalism

Greenfields' equipment is installed in all types of environments. In some cases, these installations face the challenges of vandalism, graffiti, theft, etc. In some instances touch-up paint is a simple remedy; in other cases a replacement part may have to be purchased. While the warranty does not cover cases of vandalism, Greenfields' customer service team will strive to resolve issues quickly and fairly.

Improper Usage

Since Greenfields' equipment is used without supervision, it may be subject to improper use—that for which it was not designed. Over the years, through its R&D efforts, Greenfields has been able to modify the equipment design to minimize damages caused by improper use. Nevertheless, improper use may compromise a unit's integrity, leading to unnecessary repair expense and/or unsafe conditions. Signs of improper use can sometimes be detected through visual inspections.

In order to honor our commitment to quality and safety, Greenfields Outdoor Fitness reserves the right to make changes and revise the design specifications without notice.
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Warranty

- Limited 10-year warranty on main posts and metal structures
- Limited 5-year warranty on moving parts, bearings, seats, backrests, and HDPE panels
- Limited 3-year warranty on hydraulic pistons
- Limited 2-year warranty on footrests, armrests, rubber parts, chains, rings, other grips, and polyurethane components
- Limited 1-year warranty on battle ropes, climbing ropes, suspension trainers, and cargo nets

All warranties cover failure due to natural deterioration or manufacturing defects and do not include any cosmetic issues or wear and tear from normal use. This warranty does not cover cosmetic items such as scratches, dents, marring, fading, discoloring, weathering, wear and tear, or normal level of rusting. Warranty is valid only if the equipment is installed and maintained in conformity with Greenfields’ installation and maintenance procedures furnished by Greenfields Outdoor Fitness. Equipment should not be exposed to any irrigation, especially with reclaimed water, as this will void the warranty. Equipment must be installed on a surface with proper drainage and or slope to prevent water buildup around the base of the equipment. Equipment should not be installed in basins or in low-lying areas which result in equipment being submerged. Equipment should be installed in a timely fashion after delivery; however, if the equipment must be stored for an extended period of time, crates should be stored in a dry, indoor environment.

OTHER PRODUCT INFORMATION

Greenfields will continue to develop its line of products and therefore reserves the right to change the design specifications without notice. The equipment is designed for use by individuals weighing up to 300 pounds. The equipment is NOT intended to be used by individuals younger than 14 years of age unless supervised by adults. Greenfields’ units are designed to accommodate the majority of users age 14 and above; however, due to the nature of outdoor fitness equipment, units are regarded as “one size fits most, but not all.”

CUSTOMER SUPPORT

Upon written notification (email or fax) to Greenfields of a product’s failure to conform to any of the aforementioned warranties during the applicable warranty period, Greenfields shall correct such failure/nonconformity by repairing the defective part(s) or providing replacement part(s) within 60 calendar days of receipt of the notification. Greenfields shall ship the required replacement part(s) to the site free of charge, but will not be responsible for providing labor or the cost of labor for removing defective part(s) or installing replacement part(s). Greenfields will warranty the replacement part(s) for the remainder of the original warranty period. Furthermore, no representation, oral or written, of any individual may be substituted for this exclusive limited warranty. To the extent permitted by law, Greenfields shall not be liable for any direct, indirect, special, incidental or consequential damages, which are

expressly excluded from the sale of its product. To make claims under the terms of this warranty, please contact Greenfields’ Customer Support Center at CSC@GreenfieldsFitness.com. Please include photos or video.

INSTALLATION

Greenfields’ equipment is constructed from heavy steel pipes and is subject to heavy forces and torques when in use as intended. Extra care must be taken to ensure that the equipment is securely installed so that it can be safely enjoyed for years to come. There are two methods of installation for the equipment:

- Surface mount installation with posts bolted to a reinforced concrete slab a minimum of 6”-8” thick (please refer to Installation Instructions & Video for detailed guidelines)
- Permanent in-ground installation in which the equipment post extensions are placed in concrete footings and use provided rebar pegs (please refer to Installation Instructions & Video for detailed guidelines)

888-315-9037 | greenfieldsfitness.com Updated 1/29/2024

Installers and project managers are encouraged to contact Greenfields’ Customer Support Center with any questions before, during, and/or after installation. Detailed installation instructions are available for all products and are included in the crates for every order. Often the installation of Greenfields’ products is assigned to the lowest bidding contractor. The contractor may not have been in contact with Greenfields prior to the project or seen the detailed Installation Instructions. It is the responsibility of the project manager to ensure installing contractor is provided with the most updated set of Greenfields’ Installation Instructions & Installation Video to ensure the validity of the warranty. Should the project installer need a copy of the Installation Instructions, please contact Greenfields’ Customer Support Center at 888-315-9037 x105 or by email at CSC@GreenfieldsFitness.com.

SAFETY STANDARDS

This adult outdoor fitness equipment is not intended for use by unsupervised individuals younger than 14 years of age. ASTM recently adopted ASTM F3101-21A Standard Specification for Unsupervised Public Use Outdoor Fitness Equipment. While playgrounds are subject to laws in various states requiring compliance with ASTM and/or Consumer Product Safety Commission (CPSC) guidelines, at time of this publication, and to the best knowledge of Greenfields Outdoor Fitness, there are no state laws requiring compliance with standards set forth by ASTM for outdoor fitness equipment (nor with CPSC guidelines, as none currently exist.) Play equipment can be certified to be in compliance with ASTM by the International Playground Equipment Manufacturers Association (IPEMA), and many agencies have a requirement that they only purchase equipment that is IPEMA certified. However, at this time, this is not possible with outdoor fitness equipment, as IPEMA does not currently certify compliance of outdoor fitness equipment. In addition, at this time there are no programs in place to train certified

inspectors for outdoor fitness equipment. Without a state law that requires compliance, specifications are voluntary only. However, Greenfields Outdoor Fitness strives to comply with all of the voluntary specifications of ASTM F3101-21A. Greenfields recommends adding a customized sign to each project to limit liability.

SURFACING MATERIALS

Over the years, Greenfields’ product has been installed using the following various types of surfacing. ASTM 3101-21A suggests impact attenuating surfacing for some scenarios. The type of surfacing used is ultimately the choice of the owner and their project manager. When it comes to Functional Fitness, Challenge Course and any other apparatus with an overhead structure, it is advised to use fall attenuating surfacing. Greenfields does not promote the use of one type of surfacing over another – the decision is ultimately up to project owners and their architects / engineers. For project specific information, please contact a Greenfields project manager.

MAINTENANCE & EQUIPMENT UPKEEP

Greenfields Outdoor Fitness equipment is intended to be used by the unsupervised public in a variety of outdoor settings. Greenfields is extremely proud of the safe and durable design of its products, which are built to surpass their warranty under normal usage. Installations worldwide prove this equipment’s success in both hot and cold climates, as well as dry and humid conditions. While the units are designed to require, for the most part, little to no maintenance, Greenfields recognizes that heavy and constant usage will require a minimal level of maintenance which will be scheduled based on the specific nature of each project. Installation on an ocean front, or with a direct line of sight to the ocean, will expose the units to salt and will require additional maintenance which is not required at inland sites or in dry climates. Such installations will require a regular freshwater rinse to remove the salt from the units (do not use reclaimed water - exposing the equipment to reclaimed water will void warranty). Greenfields recommends periodic inspection by a maintenance team to ensure each and every apparatus functions as intended. Please refer to the Periodic Inspection Checklist provided with the O&M Owner’s Manuals. For project specific information, please contact a Greenfields project manager.



Estimate

Greenfields Outdoor Fitness, Inc

2617 West Woodland Drive

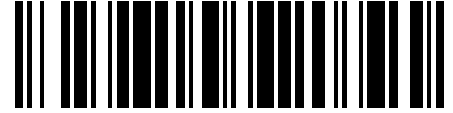
Anaheim, CA 92801

Phone: 888-315-9037

Fax: 866-308-9719

Email: orders@greenfieldsfitness.com

Order #	Date
S28972	04/02/2025



Bill To:	Ship To:
FL - City of Dania Beach - Linear Park City of Dania Beach Anthony Ifedi 100 W Dania Beach Blvd Dania Beach, FL 33004	FL - City of Dania Beach - Linear Park City of Dania Beach Anthony Ifedi 100 W Dania Beach Blvd Dania Beach, FL 33004
Customer: FL - City of Dania Beach - Linear Park	Contact: FL - City of Dania Beach - Lin

Notes: PROJECT - FL - Dania Beach - Linear Park 2025 Upgrade - V2

POC: Cassi Waren

Director of Parks and Recreation

E: cwaren@daniabeachfl.gov

Sales Rep	Payment Terms	FOB Point	Carrier	Date Scheduled
SM	NET 30	Origin	Freight	04/01/2025

Item #	Number	Description	Color	Unit Price	Qty	Total Price
1	Sourcewell Contract #	Sourcewell Contract# 010721-GRN City of Dania Beach Sourcewell Member ID#25520		\$0.00	1 ea	\$ 0.00
2		SURFACE MOUNT INSTALLATION METHOD DESIGN V3 - 20250312				
3		STATION #1				
4	UBX211-01K	Ab Toner (Adjustable Resistance)	Green	\$6,595.00	1 ea	\$ 6,595.00
7	UBX215-01K	Leg Press (Adjustable Resistance)	Green	\$6,595.00	1 ea	\$ 6,595.00
10	UBX217-01	Squat (adjustable resistance)	Green	\$6,595.00	1 ea	\$ 6,595.00
11	UBX221-01K	Back Extension Pro	Green	\$2,595.00	1 ea	\$ 2,595.00
14	UBX223-01	Sit-Up Bench	Green	\$2,795.00	1 ea	\$ 2,795.00
15	UBX258-01	Hip Twist (adjustable resistance)	Green	\$6,595.00	1 ea	\$ 6,595.00
16	UBX298-01	Leg Extension & Curl (adjustable resistance)	Green	\$6,595.00	1 ea	\$ 6,595.00
17	SGR105-01K	Customized Announcement Sign (formerly SGR2005-1-105)	Green	\$1,795.00	1 ea	\$ 1,795.00
20		STATION #2				
21	UBX208-01	Butterfly (adjustable resistance)	Green	\$6,595.00	1 ea	\$ 6,595.00
22	UBX244-01	Tricep Press (adjustable resistance)	Green	\$6,595.00	1 ea	\$ 6,595.00
23	UBX246-01	Chest Press (adjustable resistance)	Green	\$6,595.00	1 ea	\$ 6,595.00
24	UBX247-01	Vertical Press (adjustable resistance)	Green	\$6,595.00	1 ea	\$ 6,595.00
25	UBX248-01	Shoulder Press (adjustable resistance)	Green	\$6,595.00	1 ea	\$ 6,595.00
26	UBX290-01	Rower (adjustable resistance)	Green	\$6,595.00	1 ea	\$ 6,595.00
27	UBX292-01	Stepper (adjustable resistance)	Green	\$7,695.00	1 ea	\$ 7,695.00
28	SGR105-01K	Customized Announcement Sign (formerly SGR2005-1-105)	Green	\$1,795.00	1 ea	\$ 1,795.00
31		STATION #3				



Estimate

Greenfields Outdoor Fitness, Inc

2617 West Woodland Drive

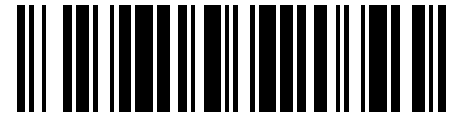
Anaheim, CA 92801

Phone: 888-315-9037

Fax: 866-308-9719

Email: orders@greenfieldsfitness.com

Order #	Date
S28972	04/02/2025



Item #	Number	Description	Color	Unit Price	Qty	Total Price
32	SGR048CW-11	2 Person Accessible Combo Lat Pull & Vertical Press (Formerly SGR2005-1-48C-W) Custom Colors: All metal parts: RAL 6005 - Green All Plastics: Black	CUSTOM	\$7,995.00	1 ea	\$ 7,995.00
33	UBX289-01	Upright Bike (with resistance)	Green	\$2,795.00	1 ea	\$ 2,795.00
34	UBX292-01	Stepper (adjustable resistance)	Green	\$7,695.00	2 ea	\$ 15,390.00
35	UBX249-01K	Recumbent Bike (with resistance)	Green	\$2,895.00	1 ea	\$ 2,895.00
38	SGR105-01K	Customized Announcement Sign (formerly SGR2005-1-105)	Green	\$1,795.00	1 ea	\$ 1,795.00
41	Installation	Installation Scope Of Work GENERAL CONDITIONS (\$3,500) - Offload Crates - Temp Toilet - Dumpsters for trash - Construction Orange fencing DEMOLITION (\$4,960) - Removal & Disposal of Existing fitness equipment and signs - Grind posts flush with concrete SURFACING (\$19600) - Artificial Turf glued onto existing concrete 1660 SF - No Padding, aluminum edging (to be approved by owner) ASSEMBLY (15,000) - Install 19 pieces of equipment plus 3 signs all Surface Mount EXCLUSIONS: - Permit is not included - Inspections of any kind are not included	N/A	\$43,080.00	1 ea	\$ 43,080.00
42		Subtotal				\$ 163,170.00
43	Discount	Discount				-\$ 9,600.00
44		Subtotal				\$ 153,570.00
45	Sourcwell Member Discount	Sourcwell Member Discount 7%				-\$ 10,749.90
46	Shipping & Handling	Ships in large crates - forklift is needed to unload		\$4,500.00	1 ea	\$ 4,500.00
47	SM Installation	All units are Surface Mount installation method.		\$0.00	1 ea	\$ 0.00



Greenfields Outdoor Fitness, Inc

2617 West Woodland Drive
Anaheim, CA 92801
Phone: 888-315-9037
Fax: 866-308-9719
Email: orders@greenfieldsfitness.com

Estimate

Order #	Date
S28972	04/02/2025



Prices are valid for 60 days from the Estimate date.
CUSTOMER APPROVAL: I hereby approve this order, the item selection, color selection, and overall Terms & Conditions. I understand should collection of this agreement become necessary, I agree to pay all collection fees and attorney fees/ court costs, etc. The undersigned customer authorizes Greenfields to ship items on this estimate and pay Greenfields the amount specified per payment terms listed on this estimate.

Approval signature: : _____ Date: _____

Signed by (print name) _____

Subtotal:	\$147,320.10
Sales Tax:	\$0.00
Total:	\$147,320.10



City of Dania Beach Finance Memorandum

DATE: 4/22/2025

TO: Mayor and Commissioners

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

VIA: Yeimy Guzman, Chief Financial Officer

SUBJECT: Approval of resolution establishing the official intent of the City to issue tax-exempt financing and use a portion of the proceeds to reimburse expenditures incurred prior to issuance.

Request:

The Finance Department requests approval of a resolution establishing the official intent of the City to issue tax-exempt financing and use a portion of the proceeds to reimburse expenditures incurred prior to issuance.

Background:

The City intends to issue tax-exempt financing for the purchase of land located at 400 South Federal Highway, Dania Beach, FL, and to bring the property to an operational condition (the "Project") in the amount of Three Million One Hundred Thousand Dollars (\$3,100,000.00).

The City may proceed with other professional services associated with the Project prior to securing the tax-exempt financing. The Internal Revenue Service (IRS) stipulates that if the City intends to reimburse costs incurred for capital projects financed with future tax-exempt financing proceeds, it must express a declaration of official intent as defined in Section 1.150-2 of the Federal Income Tax Regulations.

Budgetary Impact

None

Recommendation

Approval of resolution establishing the official intent of the City to issue tax-exempt financing and use a portion of the proceeds to reimburse expenditures incurred prior to issuance.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, ESTABLISHING ITS INTENT TO REIMBURSE CERTAIN CAPITAL EXPENDITURES INCURRED IN CONNECTION WITH THE ACQUISITION, CONSTRUCTION, RENOVATION, AND EQUIPPING OF CERTAIN CAPITAL PROJECTS BY THE CITY, AS MORE FULLY DESCRIBED HEREIN, WITH PROCEEDS OF A FUTURE TAX-EXEMPT FINANCING; PROVIDING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dania Beach, Florida (the "City") has determined that it is necessary and desirable and in the best interest of the inhabitants of the City to borrow money to finance the acquisition, construction, renovation, and equipping of certain capital improvements, including, but not limited to, the acquisition of certain real property and the improvements thereon and the development and redevelopment of such property for City purposes (the "Project"); and

WHEREAS, it is expected that the costs of the Project will be reimbursed by and financed with the proceeds of a future tax-exempt financing, in a principal amount not to exceed \$3,100,000.00.

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

Section 1. That the foregoing recitals are true and correct and are incorporated herein by this reference.

Section 2. That this resolution is adopted pursuant to the Constitution of the State of Florida, Chapter 166, Florida Statutes, the Charter of the City of Dania Beach, Florida, and other applicable provisions of law.

Section 3. That the City hereby expresses its intention to be reimbursed from proceeds of a future tax-exempt financing for capital expenditures to be paid by the City for the purpose of financing the costs of the Project. The City expects to use legally available funds on deposit in the general fund or other appropriate fund or account to pay for costs of the Project, including, but not limited to, capital expenditures, costs of design and engineering, and other costs associated with the incurrence of debt. It is reasonably expected that the total amount of debt to be incurred by the City with respect to the Project will not exceed \$3,100,000.00. This resolution is intended to constitute a "declaration of official intent" within the meaning of

Section 1.150-2 of the Income Tax Regulations, which were promulgated pursuant to the Internal Revenue Code of 1986, as amended, with respect to the debt incurred, in one or more financings, to finance the costs of the Project.

Section 4. That if any provision of this resolution shall be held or deemed to be or shall, in fact, be illegal, inoperative, or unenforceable in any context, the same shall not affect any other provision herein or render any other provision (or such provision in any other context) invalid, inoperative, or unenforceable to any extent whatever.

Section 5. That this resolution supersedes all prior actions of the City inconsistent herewith. All resolutions or portions thereof in conflict with the provisions of this Resolution are hereby repealed to the extent of any such conflict.

Section 6. That this resolution shall take effect immediately upon its adoption by the City Commission.

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: 4/22/2025

TO: Mayor and Commissioners

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

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

SUBJECT: AUTHORIZATION TO ENTER TO AN AGREEMENT WITH AAA FLAG BANNER MFG. FOR “LIGHT POLE BANNER PRODUCTION AND INSTALLATION” SERVICES

Request:

The Public Services Department (PSD) is requesting the City Commission's approval to enter into an agreement with AAA Flag and Banner MFG for “Light Pole Banner Production and Installation” to authorize exceeding the single vendor annual expenditure of \$50,000 for the terms of the contract period.

Background:

The City Commission awarded Invitation to Bid (ITB) No. 25-003 “Light Pole Banner Production and Installation” to AAA Flag and Banner MFG via Resolution 2025-XXX on April 8, 2025. This year-round service provides for the installation and change out of decorative pole-mounted banners citywide to highlight various seasonal periods and special celebrations. Most recently, this included Dania Beach’s 120th anniversary; however, banners are also used annually for the Memorial Day and Independence Day events, the holiday season, etc. The City has purchased well over one hundred banners which are designed, manufactured and installed on a calendar-driven schedule.

Budgetary Impact

Based on FY24 expenditures on banner purchases, installations and changeouts, the projected cost for the current fiscal year and for the remaining contract periods will exceed \$50,000. Funding for this contract will be appropriated from the Contractual Services General Account No. 001-39-06-541-34-10.

Recommendation

PSD recommends approval to enter into an agreement with AAA Flag and Banner MFG for “Light Pole Banner Production and Installation” and to authorize exceeding the annual single-vendor \$50,000 expenditure threshold for the term of the contract.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH AAA FLAG AND BANNERS MFG FOR LIGHT POLE BANNER PRODUCTION AND INSTALLATION AND TO EXCEED THE \$50,000.00 (FIFTY THOUSAND DOLLAR) SINGLE VENDOR ANNUAL THRESHOLD FOR THE DURATION OF THE CONTRACT PERIOD; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City requires light decorative banner production, installation and changeout services on a year-round basis to signal seasonal periods such as the holidays, patriotic dates, and anniversaries; and

WHEREAS, ITB No. 25-003 "Light Pole Banner Production and Installation" was awarded on April 8, 2025; and

WHEREAS, the required contract specifying the services' scope has been prepared and reviewed and agreed upon by both parties.

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 AAA Flag and Banner MFG, which Agreement is attached as Exhibit "A" and incorporated into this Resolution by this reference, for the provision of decorative pole-mounted banner manufacturing and installation/changeouts.

Section 3. That the City Manager and City Attorney are authorized to make revisions to such Amendment as are deemed necessary and proper and in the best interests of the City.

Section 4. The funding for this installation, expected to exceed \$50,000.00 annually for the applicable contract periods, will be appropriated from the Streets Contractual Services General Account No. 001-39-06-541-34-10

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

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

PASSED AND ADOPTED on _____, 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

**AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA AND
AAA FLAG AND BANNER MFG CO OF FLORIDA LLC, TO PROVIDE AND
INSTALL LIGHT POLE BANNERS AS FURTHER DESCRIBED IN THE
CITY'S INVITATION TO BID ("ITB") NO. 25-003.**

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 AAA Flag & Banner MFG Co of Florida, LLC, with a mailing address of 1450 E. 11th Avenue, Hialeah, Florida 33010.

AGREEMENT

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. Parties.

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 AAA Flag & Banner MFG Co of Florida, LLC, with a mailing address of 1450 E. 11th Avenue, Hialeah, Florida 33010.

2. Term.

This Agreement between the Contractor and the City under the City of Dania Beach Invitation to Bid ("ITB") No. 25-003 is effective upon execution by all parties for a term of three (3) years. The City reserves the right to renew the contract for two (2) additional one (1) year periods, under the same terms, conditions, and specifications, by written notification to the Contractor by the City. A copy of ITB No. 25-003 is attached as Exhibit "A" and made a part of and incorporated into this Agreement by this reference) and shall be considered as part of this Agreement.

3. Payment.

The Contractor has submitted their Bid Form in response to ITB No. 25-003. The rates for services and terms of payment are provided in attached Exhibit "B" and is incorporated into this Agreement by this reference.

4. Scope of Services.

Contractor shall be responsible for printing and installation of banners for approximately 125 light poles throughout the City on an as-needed basis. Banners will be changed periodically to reflect seasons and advertise City events and milestones, as directed by the City. The Contractor is responsible for the provision, installation and performance of all equipment, materials, and services offered in their Bid. Additionally, the awarded contractor must hold a Florida Department of Transportation (FDOT) permit for performing requested services on FDOT roadways Bonds required.

5. Advertisement and Artwork.

A) All advertisements shall be submitted for prior approval.

B) It is expressly understood that the City shall have the right to disapprove of any particular advertisements and thereby prevent it from being displayed, especially in instances in which the advertisement is adverse to the City's interests or in poor taste, but this right of disapproval shall not be unreasonably exercised. If this right is exercised, Contractor shall have no claim or recourse against the City.

C) The City will not accept advertisements: -Containing or promoting obscene material; Containing or promoting material that is harmful to minor -Containing political or controversial content -Containing profane content -Containing violent or criminal content - Promoting alcohol, tobacco, or firearms -Promoting or denigrating groups based on gender, religion, race, ethnicity or political affiliation.

D) The City retains the right to terminate any advertising displays based on adverse publicity or complaints.

E) All costs of the advertisement and the artwork for the advertisement shall be borne by the Contractor.

6. Rules and Regulations.

Contractor shall comply with all rules and regulations of the City of Dania Beach and with all federal and state regulatory measures and laws of any kind applicable. Specifically, Contractor warrants that all approved designs do not infringe upon any trademark or copyrights, state or federal.

7. Merger.

The parties agree that this writing together with the Exhibits attached and incorporated herein constitutes the entire agreement between them and that there are no other oral or collateral agreements or understandings of any kind or character except those contained herein. No modification or amendments to this Agreement shall be valid, unless evidenced by a writing signed by the parties hereto.

8. Governing Law.

This Agreement shall be construed, interpreted and governed exclusively by and pursuant to the laws of the State of Florida, without reference to any conflicts-of-laws rules or principles that may or would require the application of the law of any other jurisdiction.

9. Venue.

The Parties agree that any controversy, disagreement, claim, dispute or other proceeding between them which relates to or arises out of this Agreement, or which is otherwise related in any manner to the relationship between the Parties, shall be subject to the exclusive jurisdiction and venue of the courts of the State of Florida located in Broward County, Florida. Each party irrevocably waives any right that it may have to a trial by jury in connection with any dispute arising out of or in connection with this Agreement.

10. Default.

In the event of any lawsuit, litigation, proceeding or action (collectively, "Action") necessitated by a party's default with respect to its obligations under this Agreement, the prevailing party shall be reimbursed by the other party for all costs and expenses incurred in connection with the Action, including, but not limited to,

reasonable attorneys' fees and costs.

11. Severability.

If, at any time, any provision in this agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, the legality, validity or enforceability of the remaining provisions shall in no way be affected or impaired thereby. The invalid provision shall be replaced by a valid one which achieves to the extent possible the original purpose and commercial goal of the invalid provision.

12. Indemnification and Hold Harmless.

To the fullest extent permitted by laws and regulations, Contractor shall defend, indemnify, and hold harmless the City, its elected and appointed officials, attorneys, administrators, consultants, agents, and employees from and against all claims, damages, losses, and expenses, whether direct, indirect, or consequential (including but not limited to fees and charges of attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the services provided hereunder, in whole or in part by either (i) any willful, intentional, reckless, or negligent act or omission of Contractor any subconsultant, subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the services or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder and regardless of the negligence of any such indemnified party, or (ii) any willful, intentional, reckless, or negligent act or omission of any individual or entity not a party to this agreement. The parties expressly agree that this provision shall be construed broadly, and Contractor's obligations to pay for the City's legal defense hereunder shall arise and be fully enforceable when Contractor (or any subconsultant or any person or organization directly or indirectly employed by Contractor) is alleged to have acted willfully, intentionally, recklessly, or negligently in the performance of the services required under this Agreement. For any matters in which Contractor is obligated to pay for the City's legal defense hereunder, Contractor shall be permitted to retain counsel of its choosing for both Contractor and the City, provided that such legal counsel is reasonably acceptable to the City, which consent shall not be unreasonably withheld. Any failure of Contractor to comply with the terms of this provision shall be deemed a material breach of this Agreement and may subject Contractor to debarment from consideration for future award of City contracts. This provision shall survive termination of the Agreement.

In any and all claims against the City or any of its elected or appointed officials, consultants, agents, or employees by any employee of Contractor any subconsultant, any person or organization directly or indirectly employed by any of them to perform or furnish any of the services or anyone for whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such subconsultant or other person or organization under workers' or workman's compensation acts, disability benefit acts, or other employee benefit acts. Moreover, nothing in this Indemnification and Hold Harmless provision shall be considered to increase or otherwise waive any limits of

liability, or to waive any immunity, established by Florida Statutes, case law, or any other source of law.

13. Remedies and Waivers.

No failure to exercise, nor any delay in exercising, on the part of either party, any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy.

14. Assignment.

This Agreement shall not be assignable by either party, in whole or in part, without the written consent of the other party, which consent shall not be unreasonably withheld or denied.

15. Construction and Interpretation.

The rule requiring construction or interpretation against the drafter is waived. This Agreement and all Addendums hereto shall be deemed as if they were drafted by both Parties in a mutual effort.

16. Entire Agreement.

This Agreement and the Addendum(s) hereto form the entire agreement between the Parties relating to the subject matter hereof. Except as otherwise agreed in this Agreement, all amendments and modifications to this Agreement shall be made by a written document executed by both Parties.

17. Waiver of Consequential Damages.

Contractor waives claims against the City for consequential damages arising out of or related to this Agreement or its performance including, but not limited to, damages for lost income, profit, lost bonding capacity, financing, business and reputation, or for loss of management or labor productivity, damages incurred for principal office expenses, including the compensation of personnel stationed there, and for anticipated profit on any work not performed by Contractor.

18. Florida Public Records Law, Florida Statutes Chapter 119.

Records subject to the provisions of Public Records Law, Florida Statutes Chapter 119, shall be kept and maintained in accordance with such Statute. Contractor acknowledges that records and books, not subject to exemption under Chapter 119, may be disclosed and/or produced to third parties by the City in accordance with requests submitted under Chapter 119 or court orders without penalty or reprisal to the City for such disclosure and/or production. Contractor also agrees to assert, in good faith, any relevant exemptions provided for under Chapter 119 for records in its possession on behalf of the City. Furthermore, Contractor agrees to comply with the provisions outlined in Section 119.0701 of the Florida Statutes, the requirements of which are incorporated by reference herein.

19. Sovereign Immunity.

Contractor acknowledges that the Florida Doctrine on Sovereign Immunity bars all claims by Contractor against the City unless the claim is based upon a breach of this Agreement.. Further, the Contractor recognizes the City is a sovereign with regulatory authority that it exercises for the health, safety, and welfare of the public. This Agreement in no way estops or affects the City's exercise of that regulatory authority. In addition, the City retains the full extent of its sovereign immunity in relation to the exercise of its regulatory authority. The Contractor acknowledges that it has no right and will not make claim based upon any of the following:

- a. Claims based upon any alleged breach by the Contractor of implied warranties or representations not specifically set forth in this Agreement, as the parties stipulate that there are no such implied warranties or representations of the Contractor. All obligations of the Contractor are only as set forth in this Agreement;
- b. Claims based upon negligence or any tort arising out of this Agreement;
- c. Claims upon alleged acts or inaction by the City, its commissioners, attorneys, administrators, Contractors, agents, or any Contractor employee;
- d. Claims based upon an alleged waiver of any of the terms of this Agreement unless such waiver is in writing and signed by an authorized representative for the Contractor and Contractor.

20. Scrutinized Companies.

Contractor shall certify that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2018), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), as may be amended or revised, or is engaged in a boycott of Israel.

21. Verification of Employment Eligibility.

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

22. Insurance.

Contractor shall provide insurance as required in attached Exhibit C.

SIGNATURES ON THE FOLLOWING PAGES

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

ATTEST:

CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS

EVE A. BOUTSIS
CITY ATTORNEY

ANA M. GARCIA, ICMA-CM
CITY MANAGER

WITNESSES:

Signature

PRINT Name

Signature

PRINT Name

CONTRACTOR:

AAA Flag & Banner MFG Co of Florida, LLC
a Florida limited liability company

Signature

PRINT Name

Title

Dated: _____, 2025

STATE OF FLORIDA)
COUNTY OF MIAMI DADE)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, on _____, 2025 by _____, as _____ of AAA Flag & Banner MFG Co of Florida, LLC, a Florida limited liability company. He/she is personally known to me or has produced _____ as identification.

My Commission Expires:

Notary Public, State of Florida

Print Name :

CITY OF DANIA BEACH, FLORIDA



Light Pole Banner Production and Installation

CITY INVITATION TO BID (“ITB”) NO. 25-003

Prepared by:

City of Dania Beach, Florida
100 W. Dania Beach Boulevard
Dania Beach, FL 33004

Tuesday, January 21, 2025

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1. NOTICE TO BIDDERS

**CITY OF DANIA BEACH, FLORIDA
INVITATION TO BID FOR
"Light Pole Banner Production and Installation"
25-003**

NOTICE IS GIVEN that the City of Dania Beach, Florida (the "City" or "Owner") will be accepting sealed Bids for its **"Light Pole Banner Production and Installation, 25-003"**.

Bids will be accepted on the City's e-Procurement Portal at <https://procurement.opengov.com/portal/daniabeachfl> until Wednesday, February 19, 2025, at 10:00 am. Bids received after this time will be rejected.

All submissions will remain confidential and exempt from public record disclosure requirements until the response opening is conducted.

PROJECT DOCUMENTS

Documents may be obtained from <https://procurement.opengov.com/portal/daniabeachfl/projects/127045>.

BID DOCUMENTS

Bids must be submitted electronically on the City's e-Procurement Portal at <https://procurement.opengov.com/portal/daniabeachfl>, the City's designated electronic bidding system.

All bid prices shall be guaranteed firm for a minimum of one hundred twenty (120) calendar days after the submission of the bid. No bidder may withdraw a bid within ninety (90) calendar days after the bid opening date.

Pursuant to Florida law, all Bids are exempt public records until thirty (30) days after opening, or award of bid, whichever is sooner. In the event presentations are necessary, all non-presenting bidders will be required to exit the room during the presentations of each of the other bidders as portions of selection committee meetings at which presentations are made are exempt from Florida's public meeting laws.

Bids will be publicly opened and read aloud immediately after the submission deadline on the Bid due date referenced above using Microsoft Teams meeting software. Award of a contract will be made at a subsequent City Commission meeting.

All bidders are advised that the City has not authorized the use of the City seal or logo by individuals or entities responding to City bids. Bidders shall demonstrate successful performance of projects of a similar magnitude, scope and value as this project.

Light Pole Banner Production and Installation
Invitation To Bid (“ITB”) No. 25-003

The City Commission of the City of Dania Beach reserves the right to reject any and all bids, to waive any informality in a bid and to make an award in the best interests of the City, as Owner.

CITY OF DANIA BEACH, FLORIDA
Published on: Tuesday, January 21, 2025

2. GENERAL TERMS & CONDITIONS

2.1 NO BIDS OR PROPOSALS

If a Bidder or Offeror does not intend to bid or submit a proposal, please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason.

2.2 CAUSES FOR REJECTION OF A BID OR PROPOSAL

- A. No bid or proposal will be considered or accepted that, in the opinion of the City, is informal or unbalanced, or contains inadequate or unreasonable prices for any items; each item must carry its own proportion of the cost as nearly as is practicable. However, the City shall be under no obligation to investigate the correctness of any bid or proposal, and the Bidder or Offeror by signing the bid or proposal shall be deemed to have verified that no errors appear in the bid or proposal as submitted. Any alterations, erasures, interlineations or failures of a bid or proposal to contain all items called for in the solicitation may result in rejection of the bid or proposal.
- B. If any Bidder or Offeror violates any provision in the solicitation, such Bidder or Offeror may be disqualified from performing the Project Work, or from furnishing the requested services for which the bid or proposal was submitted, and the Bidder or Offeror may be further disqualified from bidding or submitting proposals on any future bids or proposals for work, for goods, or for services for the City.

2.3 GENERAL CONDITIONS

- A. **Purpose:** The purpose of the Invitation to Bid is to establish between the City and the Contractor an agreement to perform the project work. The successful Bidder shall provide a Performance Bond for One Hundred Ten percent (110%) of the contract price made payable to the City of Dania Beach, Florida, within fourteen (14) days of notification of the award of the agreement. A copy of the Performance Bond form can be found in the attachments; it is made a part of and is incorporated into the ITB by this reference.
- B. **Documentation:** Bidder shall submit in its bid the following:
 - 1. Evidence that the Bidder is certified and licensed to perform the required services in the State of Florida. The successful Bidder must be in compliance with all applicable laws and regulations;
 - 2. A statement stating the number of years the Contractor has been a qualified provider of the requested services; and
 - 3. A complete Bidder's Questionnaire; it is made a part of and is incorporated into the ITB by this reference.
- C. **Bidder Expenses:** Bidders are solely responsible for their own expenses in preparing and submitting Bids, and for any meetings, negotiations or discussions with the City or its representatives and consultants, relating to or arising from this ITB. The City and its representatives, agents, consultants and advisors shall not be liable to any Bidder for any claims, whether for costs, expenses, losses or damages,

**Light Pole Banner Production and Installation
Invitation To Bid ("ITB") No. 25-003**

or loss of anticipated profits, or for any other matter whatsoever, incurred by any Bidder in preparing and submitting a Bid, or participating in negotiations for a contract, or any other activity related to or arising out of this ITB.

- D. **No Contract:** By submitting a Bid and participating in the process as outlined in this ITB, Bidders expressly agree that no contract of any kind is formed under or arises from this ITB prior to the complete signing by both parties of a formal written contract.
- E. **Conflict of Interest:** Bidders shall disclose any potential conflicts of interest and existing business relationships they may have with the City. If requested by the City, a Bidder should provide all pertinent information regarding ownership of the entity within forty-eight (48) hours of the City's request.
- F. **General Conditions:** The agreement to be awarded will be subject to the provisions of the United States Constitution, Florida laws, statutes and ordinances of the United States of America, the State of Florida, Broward County and the City of Dania Beach.

2.4 SPECIAL CONDITIONS

- A. Any and all Special Conditions contained in the solicitation that may be in variance or conflict with the General Conditions shall have precedence over the General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety.
- B. The solicitation, Bidder Submissions, Specifications, Attachments, Addendum or Addenda, the legal advertisement of the solicitation and any other pertinent documents form a part of the solicitation, and ultimately, the agreement; all of the documents are made a part of and are incorporated into the solicitation and the awarded agreement.

2.5 PUBLIC ENTITY CRIMES STATEMENT

A person or affiliate who, or which has been placed on the State of Florida convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids or proposals on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor or consultant under an agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 F. S. for CATEGORY TWO, which is \$35,000.00, for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. A form to that effect, as mentioned above, must be submitted by the Bidder or Offeror. A copy of the Sworn Statement on Public Entities Crimes can be found in the attachments; a copy is made a part of and is incorporated into the solicitation by this reference.

2.6 PRICES, TERMS ARE TO BE FIRM

- A. The Bidder or Offeror warrants by virtue of its Bid or proposal that the prices, terms and conditions contained in the solicitation shall be firm for a period of no less than one hundred twenty (120) calendar days from the date of the solicitation opening.

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- B. The bid or proposal prices shall include all permit fees, royalties, license fees, taxes and other costs arising from the use of the materials and equipment in any way involved in the Project Work, as well as all costs of packaging, transporting and delivery of any materials and equipment to the designated location within the City, and the site cleanup.
- C. The City may require the addition or deletion of services from the Contractor if the requirements and needs of the City change, in City's sole opinion. This may entail additional services and additional locations. The Contractor shall provide the City with costs for these additional services and additional locations or both, based upon the cost structure utilized in establishing the pricing for listed locations in initially contracted areas. Deletion of locations, services, or both shall be handled in the same manner as described above. If the costs offered are not acceptable to the City, the City reserves the right to procure the additional services from one or more other Contractors.

2.7 PROTECTION OF PROPERTY

- A. The successful Bidder or Offeror shall at all times guard against damage or loss to City property or property of other persons, vendors or Contractors and shall be responsible for replacing or repairing any such damage or loss. The Contractor will be required to report any such damages immediately to the City's representative in charge of the Project. The successful Bidder or Offeror shall ensure that the area in which the sidewalks are being replaced that pedestrians, and the general public are not injured nor have access to the area (safety screening) in which work is proceeding.
- B. The City reserves the right to repair any damages created by the Contractor and to deduct the appropriate amount from any payment due to the Contractor. In all cases, the decision of the City is final.

2.8 TRASH

Contractor shall be responsible for the daily removal of trash and debris from the Project work sites and upon completion of the Project Work.

2.9 INSTRUCTIONS TO BIDDERS

Taxes: The City is exempt from any taxes related to the requested services, which may otherwise be imposed by the state or federal government. This exemption does not transmit to suppliers in their purchases of goods or services, used in work or goods supplied to the City. The Contractor shall pay all applicable sales, consumer, use and other similar taxes required by law. The Contractor is responsible for reviewing the pertinent state statutes involving the sales tax and complying with all requirements.

2.10 RETENTION OF RECORDS AND RIGHT TO ACCESS

The successful Bidder or Offeror shall preserve and make available all financial records, supporting documents, statistical records, and any other documents pertinent to the agreement for a period of three (3) years after termination or conclusion of the agreement, or if an audit has been initiated and audit findings have not been resolved at the end of these three (3) years, the records shall be retained by the City until resolution of audit finding.

2.11 NON-COLLUSION STATEMENT

By submitting a bid or proposal, the Bidder or Offeror affirms that the bid or proposal is without previous understanding, agreement, or connection with any person, business, or corporation and that the bid or proposal is in all respects fair, and made without collusion or fraud. The Non-Collusion Affidavit form must be executed by the Bidder or Offeror; a copy of the form can be found in the Bidders Submissions; it is made a part of and is incorporated into the solicitation by this reference.

2.12 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS

The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder or Offeror is unable to provide these items, and feels that the technical specifications are overly restrictive, the Bidder or Offeror must notify the City of Dania Beach in writing immediately. Such notification must be received by the City prior to the deadline contained in the solicitation, for questions of a material nature, at least ten (10) calendar days prior to the solicitation opening date. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to the Bidder or Offeror.

2.13 PUBLIC RECORDS

- A. **Bid or Proposal Submissions Shall Become City Property:** All submissions become the property of the City and will not be returned to the Bidder or Offeror. The City will hold all submissions in confidence unless otherwise required by law.
- B. **Contractor's Obligations:** Bidders or Offerors 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:
 - 1. **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.
 - 2. **Maintenance of Records:** Bidder or Offeror agrees to keep and maintain public records in Bidder's or Offeror's possession or control in connection with Bidder's or Offeror's performance under the contract. Bidder or Offeror additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Bidder or Offeror 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.
 - 3. **Response to Public Records Requests:** Upon request from the City custodian of public records, Bidder or Offeror 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.

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4. **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 Bidder or Offeror shall be delivered by the Bidder or Offeror to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by Bidder or Offeror 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 Bidder or Offeror shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. Any compensation due to Bidder or Offeror shall be withheld until all records are received as provided in this solicitation.
5. **Failure to Comply:** Bidder's or Offeror's failure or refusal to comply with the provisions of this section shall result in the immediate termination of the contract by the City.

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

IF THE BIDDER OR OFFEROR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BIDDER'S OR OFFEROR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, THE BIDDER OR OFFEROR 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: eriera@daniabeachfl.gov

2.14 SUCCESSORS AND ASSIGNS

The City and Contractor, respectively, will bind themselves, their partners, successors, assigns and legal representatives to the agreement. Neither party to the agreement shall assign or subcontract it or any portion of it, without the advance written consent of the other.

2.15 QUALIFICATION OF BIDDERS OR OFFERORS

- A. **Bidders' or Offeror's Qualifications:** The Bidder or Offeror shall complete the Questionnaire Section, along with any other evidence of satisfactory experience and ability to perform the proposed Work. The failure of Bidder or Offeror to demonstrate successful performance of projects of a similar magnitude, scope and value as this project may be deemed to be grounds for declaring the Bidder or Offeror to be non-responsible.
- B. **Certified Financial Statement:** If requested by the Owner, the Bidder or Offeror shall submit a certified financial statement, prepared within thirty (30) days of submission of the bid, indicating current financial resources, liabilities, capital equipment, and financial history performance.
- C. **Disqualification:** A Bidder or Offeror shall be disqualified and its unopened Bid or Proposal shall be rejected by the City for any one or more of the following reasons:

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1. Reason to believe that collusion exists among the Bidders or Offerors.
2. The Bidder or Offeror is or has been involved directly or indirectly in litigation or arbitration against the Owner within the past ten (10) years.
3. The Bidder or Offeror has defaulted on any previous contract with the Owner within the past ten (10) years or is in arrears on an existing contract.
4. The submittal of more than one Bid or Proposal from an individual, firm, partnership, corporation or association under the same or different names. All such parties shall be disqualified.
5. Untimely bids or proposal shall be automatically and absolutely disqualified and returned unopened. Excuses for the untimely submittal shall not be accepted. The time of bid or proposal receipt documented by the City Clerk's office shall determine the timeliness of the Bid or Proposal.

- D. Non-responsible Bidder or Offeror :** A Bidder or Offeror may be determined by the Owner to be "non-responsible" once Bids or Proposals are opened, and a Bid or Proposal may be rejected for any one or more of (but not limited to) the following reasons:

Determination of a lack of competency as may be revealed by qualification statements, financial statements, experience records or other information disclosed to Owner by other sources.

The Bidder's or Offeror's uncompleted or pending workload on other projects, which in the judgment of the Owner may cause detrimental impact on timely completion of the Work.

The appearance of an unbalanced Bid or Proposal, as determined by the Owner.

If the Bidder or Offeror makes one or more false statements or provides false information in connection with any portion of the bidding documents.

If the Bidder or Offeror fails to demonstrate successful performance and completion of projects of a similar magnitude, scope or value as this project.

- E. Non-responsive Bidder or Offeror :** A Bidder or Offeror may be deemed to be non-responsive and a Bid or Proposal may be rejected for any of, but not limited to, the following reasons:

1. If the Bidder or Offeror fails to submit a complete Bid or Proposal, including but not limited to, submitting evidence of all insurance coverages required by the Bid or Proposal and the Contract Documents.
2. If the Bidder or Offeror fails in any way to abide by any of the provisions of the Contract Documents.

2.16 CONTRACTOR'S RELATION TO THE CITY - INDEPENDENT CONTRACTOR

It is expressly agreed upon and understood that the Contractor will be in all respects an independent contractor as to the Project Work, and that the Contractor is in no respect an agent or employee of the City. The agreement will specify the Project Work to be done by the Contractor, but the method to be employed to accomplish the work shall be the responsibility of the Contractor, unless otherwise provided in writing in the agreement.

Contractor and its employees are not entitled to any of the benefits that the City provides for City employees.

2.17 EMPLOYEES OF THE CONTRACTOR

- A. Contractors shall only designate employees who are sufficiently skilled to provide the required services specified in the solicitation. Any person employed to provide the services who fails, refuses or neglects to obey the instructions of the City's representative in anything relating to these services, or who appears to be disorderly, insubordinate, or incompetent shall upon the order of City's representative, be immediately relieved by the Contractor from the Project Work. Any interference with, or any abusive or threatening conduct toward any City representative, its assistants or inspectors by the Contractor, its employees or agents, or any member of the public shall be grounds for the City to terminate the agreement and re-let the work. The Contractor shall furnish all labor, materials, supplies and equipment necessary to properly maintain all Project Work areas in an acceptable and safe condition.
- B. Contractor agrees that it and its officers shall be held fully responsible, except as otherwise prohibited by law, for all acts of their employees while in their employ.

2.18 AVAILABILITY OF FUNDS

The obligations of the City under the awarded agreement will be subject to the availability of funds.

2.19 LICENSES, PERMITS, AND FEES

In accordance with the Public Bid Disclosure Act, Section 218.80, Florida Statutes, each license, permit, or fee a Contractor will have to pay the City before or during the work, items or services to be provided or the percentage method or unit method of all licenses, permits, and fees required by the City and payable to the City by virtue of the work, items, or services as part of the agreement are as follows:

- A. Contractor shall have and maintain during the term of the agreement any and all appropriate City licenses, fees (and business tax receipts, if applicable), which shall be paid in full in accordance with the City's fee structure for such items. **THERE WILL NOT BE ANY PERCENTAGE REDUCTION OR WAIVING OF CITY LICENSES, FEES (OR BUSINESS TAX RECEIPTS, IF APPLICABLE).**
- B. During the performance of the agreement, there may be times when the Contractor will be required to obtain a permit for such work, or in connection with the items or services. It is the responsibility of the Contractor to ensure that it has the appropriate permits as may become necessary during the performance of the work. Any fees related to the required permits in connection with the agreement will be the sole responsibility of the Contractor.
- C. Licenses, permits, and fees may be required by Broward County, the state of Florida or the federal government.
- D. City will reimburse permit fee costs related to dewatering and National Pollutant Discharge Elimination System (NPDES).

2.20 TERMINATION OF AGREEMENT

If the successful Bidder or Offeror who or which is awarded the contract fails to provide the services, or shall in any other manner commit a breach of the agreement and fails to remedy the same within five (5) calendar days after receipt of written notice from the City, the City may terminate the agreement resulting from the solicitation without any further notice to the Contractor. City representatives will review the construction services periodically to assure that the requirements of the agreement are being met. If any work is unsatisfactory, the Contractor shall be contacted, and the discrepancies corrected at no additional cost to the City. If deficiencies are not corrected within five (5) working days, the City may, at its option, perform the required services or contract to have them performed and deduct the cost of those services from the agreement cost.

2.21 TERMINATION OF AGREEMENT FOR CAUSE

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under the agreement, or if the Contractor shall violate any of the provisions of the agreement, the City may upon written notice to the Contractor, terminate the right of the Contractor to proceed under the agreement, or as to such part or parts of the agreement for which there has been a default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such default and termination, any completed services performed by the Contractor under the agreement shall, at the option of the City become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of set-off until such time as the amount of damages due to the City from the Contractor can be determined. The City reserves the right to terminate the agreement upon thirty (30) calendar days' written notice, without cause.

2.22 INDEMNIFICATION AND HOLD HARMLESS PROVISIONS

- A. The selected Contractor shall, in addition to any other obligation to indemnify the City and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the City, including its agents, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), or costs arising out of any actual or alleged:
1. bodily injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Contractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work;
 2. any violation of law, statute, ordinance, governmental administrative order, rule, regulation, or infringement of patent rights by Contractor in the performance of the work;
 3. liens, claims, actions made by the Contractor or other party performing the work; and
 4. claims of whatsoever nature related to collection practices or any actions of a contradictory nature pursuant to the Agreement or in an attempt to collect monies due or claimed to be due to the City.

B. Indemnification for Construction Contracts. In the event that the performance of services under the Contract is deemed to be a "construction contract" pursuant to §725.06, Florida Statutes, as it may be amended from time to time, the following indemnification shall apply:

1. To the fullest extent permitted by Chapter 725, Florida Statutes, as it may be amended, the Contractor agrees to indemnify and hold harmless the Owner, its officers, employees, and assigns from liabilities, damages, losses, and costs including, but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentionally wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the provisions in the Contract Documents.

2.23 INSURANCE REQUIREMENTS

- A. Insurance Required Before Commencement of Work:** The Contractor shall not commence Work under the Agreement until Contractor has obtained all insurance required under this Section, and not until such time that the coverages are approved by the Risk Manager of the City. The Contractor shall not allow any employee of Contractor or any Subcontractor to commence Work on any subcontract until the Subcontractor and all Coverages required of any Subcontractor have been obtained and approved by the Risk Manager of the City. In addition, Contractor shall be responsible for any and all policy deductibles and self-insured retentions.
- B. Insurance Requirements:** Coverages shall be in force until all Work required to be performed under the terms of the Agreement, including any applicable warranty period, is satisfactorily completed as evidenced by the formal written acceptance by the City. In the event insurance certificates provided to City indicate that the insurance shall terminate and lapse during the period of the Agreement, including any applicable warranty period, then in that event, the Contractor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverages for the balance of the period of the Agreement, including any extension of it, and including any applicable warranty period, is in effect. **THE CONTRACTOR AND ANY SUBCONTRACTOR SHALL NOT PERFORM OR CONTINUE WORK PURSUANT TO THE AGREEMENT, UNLESS ALL COVERAGES REMAIN IN FULL FORCE AND EFFECT. ANY DELAY IN THE WORK CAUSED BY A LAPSE IN COVERAGE SHALL BE NON-EXCUSABLE, SHALL NOT BE GROUNDS FOR A TIME EXTENSION, AND WILL BE SUBJECT TO ANY OTHER APPLICABLE PROVISIONS DESCRIBED IN THE AGREEMENT OR ELSEWHERE IN THE SOLICITATION DOCUMENTS CONCERNING CONTRACTOR DELAY.**
- C. Required Minimum Coverages:** The below coverages are minimum limit requirements. Umbrella or Excess Liability policies are acceptable to provide the total required liability limits, as long as the Risk Manager of the City reviews and approves in writing the insurance limits on each of the policies. The City must approve any changes to these specifications and has the right to review and amend coverage requirements. The CONTRACTOR shall be held responsible for any modifications, deviations, or

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omissions in these insurance requirements. CONTRACTOR shall be responsible for any deductible amounts.

- D. **GENERAL LIABILITY INSURANCE** is to include bodily injury, broad form property damage, products/completed operations, blanket contractual liability, and personal/advertising injury with limits of no less than One Million Dollars (\$1,000,000.00) per occurrence, and Two Million Dollars (\$2,000,000.00) annual aggregate.
- E. **SPECIAL PROVISIONS AS TO GENERAL LIABILITY INSURANCE (to be confirmed on or attached to the Official Certificate of Insurance):**
1. Annual Aggregate shall apply "Per Job";
 2. "The City of Dania Beach, Florida" is added as a named "Additional Insured";
 3. Additional Insured status is included for Products completed operations coverage for a period of no less than five (5) years following the completion of the Work or Project;
 4. Additional insured coverage shall be no more restrictive than Insurance Services Office (ISO) form CG 2037 (07 04);
 5. Contractor's insurance shall be primary and non-contributory;
 6. Waiver of Subrogation in favor of the City;
 7. 30 Days' Notice of Cancellation or modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and
 8. Copy of Additional Insured Endorsement or other endorsements may be attached to the Certificate.
- F. **WORKERS' COMPENSATION INSURANCE** must be provided for all persons fulfilling this agreement whether employed, contracted, temporary, or subcontracted for the life of the agreement, including any applicable warranty period(s), and it is to apply to all "statutory employees" of Contractor (as that phrase is defined by Chapter 440, Florida Statutes), in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws, for the benefit of the Contractor, its employees, and Subcontractors.
- G. In the case any work is sublet as otherwise addressed in the Agreement or Solicitation Documents, the Contractor shall require any Subcontractors similarly to provide Workers' Compensation Insurance for all of the latter's employees, in addition to any coverage afforded by the Contractor, by furnishing Statutory Limits Part A, and no less than One Million Dollars (\$1,000,000.00) Employers' Liability Limits Part B.
- H. **IN NO EVENT SHALL THE CONTRACTOR BE PERMITTED TO UTILIZE IN THE PROSECUTION OF THE WORK, THE FOLLOWING:**

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- 1. ANY EMPLOYEE, SUBCONTRACTOR OR SUBCONTRACTOR EMPLOYEE WHO IS EXEMPTED OR PURPORTED TO BE EXEMPT FROM WORKERS' COMPENSATION INSURANCE COVERAGE; OR**
 - 2. ANY EMPLOYEE, SUBCONTRACTOR OR SUBCONTRACTOR EMPLOYEES WHO WILL BE COVERED BY AN EMPLOYEE LEASING ARRANGEMENT.**
- I. SPECIAL PROVISIONS AS TO WORKERS' COMPENSATION INSURANCE (to be confirmed on or attached to the Official Certificate of Insurance):**
1. 30 Days' Notice of Cancellation or Modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and
 2. Waiver of Subrogation.
- J. AUTOMOBILE LIABILITY INSURANCE** shall be maintained with combined single limits of no less than One Million Dollars (\$1,000,000.00), to include coverage for owned, hired, and non-owned vehicles.
- K. SPECIAL PROVISIONS AS TO AUTOMOBILE LIABILITY INSURANCE (to be confirmed on or attached to the Official Certificate of Insurance):**
1. "The City of Dania Beach" is added as a named "Additional Insured";
 2. 30 Days' Notice of Cancellation or modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and
 3. Waiver of Subrogation.
- L. Proof of Insurance:** The following are requirements that must be met regarding the Bidder's or Offeror's delivery of Certificates of Insurance for all coverages required in the Agreement and Solicitation Documents:
1. "Preliminary" certificate means that certificates of insurance verifying all general insurance requirements (as noted below) must be included with Bid or Proposal at submittal on the date and time of the Bid or Proposal opening. If the "preliminary" certificates are not included with a Bid or Proposal submittal, then the City has the right to consider the submitted Bid or Proposal as non-responsive on the date and time of the Bid or Proposal opening. "Preliminary" Certificates may be issued without documentation of all "Special Provisions". However, Contractor does understand that all provisions, including "Special Provisions" noted below are expected to be fully documented on or attached to the "Official" Certificates of Insurance as described below.
 2. "Official" Certificates of Insurance must be delivered to the City Clerk's office and Risk Manager of the City. If the "Official" certificates are not delivered before or on the fourteenth (14th) Business Day after the issuance by the City of the "Notice of Intent to Award", then the City has the right to consider the awarded Agreement to the successful Bidder or Offeror as void and to negotiate a

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contract with the next lowest responsive and responsible Bidder or Offeror. “Special Provisions”, as referenced below under each type of insurance requirement shall be fully confirmed on or attached to the “Official” certificates.

3. All Certificates of Insurance must clearly identify the contract to which they pertain, including a brief description of the subject matter of the contract. The certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days’ prior written notice has been given to City. If this coverage is not provided, then Contractor is responsible for such notice to City. Insurance policies for required coverages shall be issued by companies authorized to do business under the laws of the State of Florida and any such companies’ financial ratings must be no less than A-VII in the latest edition of the “BEST’S KEY RATING GUIDE”, published by A.M. Best Guide. In the event that the insurance carrier’s rating shall drop, the insurance carrier shall immediately notify the City in writing.

2.24 SAFETY

- A. The successful Bidder or Offeror shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Project Work. The successful Bidder or Offeror shall comply with the rules and regulations of the Florida Department of Commerce regarding industrial safety (Florida Statutes, Section 440.56) and with the standards set forth in the federal Occupational Safety and Health Act of 1970 (OSHA), and its amendments.
- B. Bidder or Offeror, by submitting a bid or proposal, certifies that all materials and equipment to be supplied for the Project will meet all federal and state requirements, including but not limited to, the Occupational Safety and Health Act (OSHA).

2.25 WARRANTY

The Contractor shall warrant to the City that materials and equipment furnished under the agreement will be of good quality and new unless otherwise required or permitted by the Contract Documents; that the Work will be free from defects, and that the Work will conform to the terms and conditions of the agreement. Work not conforming to those terms and conditions, including substitutions not properly approved and authorized may be considered defective. The Contractor's warranty may exclude damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient City maintenance, improper operation, or normal wear and tear under normal usage. The Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. All manufacturers’ product warranties shall be registered in the City’s name and for its sole benefit.

2.26 RESPONSIBLE BIDDER OR OFFEROR

No bid or proposal will be accepted from, nor will any agreement be awarded to, any person or entity who or which is in arrears to the City of Dania Beach upon any debt or agreement, who or which is in default as surety or otherwise upon any obligation to the City, who is deemed irresponsible or unreliable by the City, or who or which has been found guilty or convicted of a Public Entity crime in any federal or state trial court of record.

2.27 PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING

Bidders or Offerors are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's or Offeror's social, political, or ideological interests when determining if the Bidder or Offeror is a responsible Bidder or Offeror. Bidders or Offerors are further notified that the City's governing body may not give preference to a Bidder or Offeror based on the Bidder's or Offeror's social, political, or ideological interests.

2.28 CONTRACTOR'S FINANCIAL/EXPERIENCE RECORD

The City shall have the right to investigate the financial condition and experience record of the Bidder or Offeror, and determine to its satisfaction the competency of the Bidder or Offeror to undertake the requested services in the solicitation.

2.29 SOLICITATION PROTEST PROCEDURE

- A. After a Notice of Intent to Award a contract is posted, any actual or prospective Bidder or Offeror claiming to be aggrieved in connection with the pending award of the Contract or any element of the process leading to the award of the Contract may protest to the City Manager. A protest must be filed by 5:00 PM on the third (3rd) Business Day after posting of the Notice of Award (excluding the day that the Notice is posted) or any right to protest is waived. The protest must be in writing, must identify the name and address of the protester, and must include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest and a Bid Protest Bond are timely received by the City Manager's Office.
- B. A Bid Protest Bond shall accompany the written protest, to compensate City for the expenses of administering the protest. If the protest is decided in the protester's favor, the entire deposit shall be returned to the protester. If the protest is not decided in the protester's favor, the deposit shall be retained by the City. The deposit shall be in the form of a cashier's check, and shall be the one percent (1%) of the amount of the pending award to the initial successful Bidder or five thousand (\$5,000.00) dollars, whichever is less.
- C. The Protest Committee shall have the authority to review, settle, and resolve all protests. Members of the Protest Committee will be appointed by the City Manager. If the Protest Committee determines that the pending award of a contract or any element of the process leading to the award involved a significant violation of law, applicable rule or regulation, all steps necessary and proper to correct the violation shall be taken. If the Protest Committee determines that the protest has merit, the City Manager shall direct that all appropriate steps are to be taken to remedy it.
- D. In the event of a timely protest, the City Manager shall stay the award of the Contract unless, after consulting with the City Attorney and a representative from the City's Department for which the services are being obtained, the City Manager determines that the award of the Contract without delay is necessary to protect the substantial interests of the City. The continuation of the bid award process under these circumstances shall not preempt or otherwise affect the protest.

2.30 LITIGATION

- A. In addition to any other provision of this solicitation, the City may, in its absolute discretion, reject a Bid or Proposal if the Bidder or Offeror, or any officer or director of the Bidder or Offeror submitting the Bid or Proposal, is or has been engaged directly or indirectly in legal action against the City, its elected or appointed officers, representatives or employees in relation to any matter.
- B. In determining whether or not to reject a Bid or Proposal under this section, the City will consider whether the litigation is likely to affect the Bidder's or Offeror's ability to work with the City, its consultants and representatives and whether the City's experience with the Bidder or Offeror indicates that there is a risk that the City will incur increased staff and legal costs in the administration of the contract if it is awarded to the Bidder or Offeror.
- C. A contract with the successful Bidder or Offeror will include the following:
GOVERNING LAW; CONSENT TO JURISDICTION. The law of the State of Florida shall govern the contract. The contract is not subject to arbitration. **THE PARTIES EXPRESSLY WAIVE ALL RIGHTS TO TRIAL BY JURY FOR ANY DISPUTES ARISING FROM, OR IN ANY WAY CONNECTED WITH THIS AGREEMENT. THE PARTIES UNDERSTAND AND AGREE THAT THIS WAIVER IS A MATERIAL CONTRACT TERM.**
- D. All claims, counterclaims, disputes and other matters in question between City and the Contractor arising out of, relating to or pertaining to the Contract, the breach of it, the services of it, or the standard of performance required in it, are to be addressed by resort to non-binding mediation as authorized under the laws and rules of Florida; provided, however, that in the event of any dispute between the parties, the parties agree to first negotiate with each other for a resolution of the matter or matters in dispute and, upon failure of such negotiations to resolve the dispute, the parties shall resort to mediation. If mediation is unsuccessful, any such matter may be determined by litigation in a court of competent jurisdiction in Broward County, Florida, or the Federal District Court of the Southern District of Florida and appropriate appellate courts for such venue and jurisdiction. If City or Contractor incurs any expense in enforcing the terms of the Contractor, whether suit is brought or not, each party shall bear its own costs and expenses including, but not limited to, court costs and reasonable attorney fees.

2.31 CONTRACT AWARD AND EXECUTION

- A. **Bid or Proposal Opening and Evaluation:** The City will publicly open and announce all bids or proposals it receives by total amount in accordance with the terms of the advertisement. The City will verify all bidders or offerors have properly submitted and executed all required solicitation documents and forms; review all bids or proposals for accuracy; prepare a tabulation of the bids showing the item details and total bid for all responsible bids; check for conformance of all bids or proposals to the engineer's estimate; evaluate unbalanced bid or proposal items; confirm the bid tabulations; and provide a recommendation for award of bid or proposal or recommendation for re-advertisement, if appropriate, to the City Commission.
- B. **Rejection of Bids or Proposals:** The City may reject bids or proposals in the following circumstances:

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1. where the low bid differs from the engineer's estimate by an unreasonable amount (reasonable conformance pursuant to 23 CFR 635.114(c))
 2. where obvious unbalancing of unit prices has occurred, or
 3. where competition is considered to be inadequate relative to the size, type, and location of the project.
- C. **Prohibition of Negotiations with Contractors or Bidders or Offerors:** Negotiations with contractors are not permitted during the advertisement, award, or execution period of the contracting process.
- D. **Contract Award and Execution:** The City will enter into a contract with the lowest priced and the most responsive and responsible bidder. The contract term shall be for a period of three (3) years. In addition, contingent upon Budget approval, the City reserves the right to renew the contract for two (2) additional one (1) year periods, under the same terms, conditions, and specifications, by written notification to the Contractor by the City. If the City is unable to come to terms with the lowest priced and the most responsive and responsible bidder, the City shall initiate the award process with the next lower priced most responsive and responsible bidder, and so on, until a contract is executed. The City is under no obligation to accept any Bid submitted. The City reserves the right in its sole discretion to waive informalities in, or, at any time in the process and to reject any or all Bids at any time. All costs incurred in the preparation and presentation of any Bid shall be wholly absorbed by the Bidder. All supporting documentation and manuals submitted with any Bid will become the property of the City of Dania Beach unless otherwise requested by the Bidder at the time of submission.

2.32 CONE OF SILENCE

- A. **Cone of Silence: Definitions:** “Cone of Silence,” as used in this solicitation, means a prohibition on any communication regarding a particular Request for Proposal (“RFP”), Request for Qualification (“RFQ”) or Invitation to Bid (“ITB”), between:
1. a potential vendor, service provider, Bidder or Offeror, bidder, lobbyist, or consultant, and:
 2. a City Commission member, City’s professional staff including, but not limited to, the City Manager and her staff, or any member of the City’s Selection Committee.

Restriction; Notice: A Cone of Silence shall be imposed upon this solicitation upon the advertisement of the solicitation. At the time of imposition of the Cone of Silence, the City Manager or designee shall provide for public notice of the Cone of Silence by posting a notice at City Hall. The City Manager shall issue a written notice as to the Cone of Silence to the affected departments, file a copy of such notice with the City Clerk, with a copy to each City Commissioner, and shall include in any public solicitation for goods or services a statement disclosing the requirements of this section.

Termination of Cone of Silence: The Cone of Silence shall terminate at the beginning of the City Commission meeting (whether a regular or special meeting) at which the City Manager makes a written recommendation of award to the City Commission. However, if the City Commission refers the City Manager’s recommendation

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back to the City Manager or staff for further review, the Cone of Silence shall be re-imposed until such time as the City Manager makes a subsequent written recommendation.

Exceptions to Applicability: The provisions of this section shall not apply to:

1. Oral communications at pre-bid or pre-proposal conferences;
2. Oral presentations before the Selection Committee;
3. Public presentations made to the City Commission members during any duly noticed public meeting;
4. Communications in writing at any time with any City employee, unless specifically prohibited by the solicitation. The Bidder or Offeror shall file a copy of any written communication with the City Clerk. The City Clerk shall make copies available to any person upon request;
5. Communications regarding the solicitation between a potential vendor, service provider, Bidder or Offeror, lobbyist or consultant and the City’s Procurement and Contract Services Agent or City employee designated as responsible for administering the procurement process for the solicitation, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
6. Communications with the City Attorney and his staff;
7. Duly noticed site visits to determine the competency of a Bidder or Offeror regarding the solicitation during the time period between the opening of Bids or Proposals and the time the City Manager makes a written recommendation;
8. Any emergency procurement of goods or services pursuant to City Code;
9. Responses to the City’s request for clarification or additional information;
10. Contract negotiations during any duly noticed public meeting;
11. Communications to enable City staff to seek and obtain industry comment or perform market research, provided all related communications between a potential vendor, service provider, Bidder or Offeror, lobbyist, or consultant and any member of the City’s professional staff including, but not limited to, the City Manager and his staff are in writing or are made at a duly noticed public meeting.

Penalties: Violation of this section by a particular Bidder or Offeror shall render any solicitation award or contract to the Bidder or Offeror voidable by the City Commission or City Manager. Any person who violates a provision of this section may be prohibited from serving on a City selection or evaluation committee. In addition to any other penalty provided in this solicitation, violation of any provision of this section by a City employee may subject the employee to disciplinary action.

Please contact the City Attorney for any questions concerning “Cone of Silence” compliance.

2.33 ADDITIONAL GENERAL CONDITIONS

- A. **Liquidated Damages:** Liquidated Damages will be assessed as stated in the contract for each non-compliant day that any requirements listed in this section are not met.

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1. Staging of Material in Right-Of- Way:

Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment. Staging area shall be fenced and screened from public sight. Contractor shall not store material such as pipes, drainage structures and equipment within a right of way without prior approval by the City. Material shall be properly secured and screened neatly and will not remain on right of way for more than a week. All equipment must be stored in a designated staging area.

2. Site Restoration:

Contractor shall remove all excess material and shall clean up and restore the site to its original condition or better. All damage, as a result of work under this Contract, done to existing structures, pavement, driveways, paved areas, curbs and gutters, sidewalks, shrubbery, grass, trees, fences, walls, utility poles, utility pipe lines, conduits, drains, catch basins, flagstones, rocked graveled or stabilized areas or driveways, and including all obstructions not specifically named in this provision, shall be repaired, or replaced, as determined by the Engineer. Site restoration shall be done in a timely manner as the work progresses. Site restoration work shall be completed on private property within 30 days after being disturbed.

3. Access:

As applicable, Contractor shall provide one lane open to through-traffic for each section of construction in each direction at all times unless a complete road closure is required. The Contractor shall make every effort to provide access to driveways at the end of the working day. If a driveway is not accessible, homeowners should have access to a neighboring swale area for temporary parking. When vehicular access to homes is not possible for parking of vehicles, an area for parking shall be provided within one block of the furthest home affected. This condition is to be avoided whenever possible and not last more than three (3) days. Vehicular access must be provided by the end of each business working day. The parking area location shall be coordinated by the Contractor, with the City's approval." In the event that this option is approved by the City, the Contractor shall notify affected residents at least 48 hours in advance.

3. SPECIAL CONDITIONS

3.1 INTERPRETATION AND CLARIFICATION OF BIDDING DOCUMENTS

- A. All questions requiring interpretation or clarification of the bidding documents shall be submitted to the project's Q&A in the portal **by NO VALUE at NO VALUE**. Questions received after this time will not be addressed.
- B. For information pertaining to this ITB, Bidders shall submit questions to the portal. Such contact shall be for clarification purposes only. Material changes, if any, to the scope of services or Proposal procedures will be transmitted only by written addendum.
- C. Interpretations or modifications of the bidding documents made in any manner other than Addendum or Addenda issued by the City shall not be binding and shall have no effect.
- D. The Bidder, prior to submitting a bid, shall acknowledge any Addendum or Addenda issued by the City for this Project.
- E. Costs for those matters not questioned and not addressed in an Addendum or Addenda, shall be the responsibility of the Bidder, and Bidder shall be responsible to include such costs within the submitted Bid.
- F. **Bidders shall use the Bid Document Forms furnished in the ITB.**
- G. In the event of a mathematical error in the extension of any unit price, or addition of total price, the unit price shall prevail.
- H. **Insurance Coverage:** Bidders who are responding to the Invitation to Bid ("ITB") **MUST** comply with all of the Insurance Requirements specified in the General Terms and Conditions of the Bid Documents and the Agreement upon award to the successful Bidder.

3.2 BID SECURITY

- A. **Bid Security:** Not required.

3.3 FLORIDA TRENCH SAFETY ACT

The Bidder shall include with its Bid, when applicable, all documentation required by the Florida "Trench Safety Act", Section 553.63, Florida Statutes. The unit prices and total prices presented in the Bid, and those presented in any subsequent change orders shall include the Bidder's cost for compliance with the applicable trench safety standards.

3.4 QUALIFICATION OF BIDDERS

- A. **Bidders' Qualifications:** The Bidder shall complete the Bidders' Questionnaire Section, along with any other evidence of satisfactory experience and ability to perform the proposed Work. The failure of Bidder to demonstrate successful performance of projects of a similar magnitude, scope and value as this project may be deemed to be grounds for declaring the Bidder to be non-responsible.

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- B. Certified Financial Statement:** If requested by the Owner, the Bidder shall submit a certified financial statement, prepared within thirty (30) days of submission of the bid, indicating current financial resources, liabilities, capital equipment, and financial history performance.
- C. Disqualification:** A Bidder shall be disqualified and its unopened Bid shall be rejected by the City for any one or more of the following reasons:
1. Reason to believe that collusion exists among the Bidders.
 2. The Bidder is or has been involved directly or indirectly in litigation or arbitration against the Owner within the past ten (10) years.
 3. The Bidder has defaulted on any previous contract with the Owner within the past ten (10) years or is in arrears on an existing contract.
 4. The submittal of more than one Bid from an individual, firm, partnership, corporation or association under the same or different names. All such parties shall be disqualified.
 5. Untimely bids shall be automatically and absolutely disqualified and returned unopened. Excuses for the untimely submittal shall not be accepted. The time of bid receipt documented by the City Clerk's office shall determine the timeliness of the Bid.
- D. Non-responsible Bidder:** A Bidder may be determined by the Owner to be "non-responsible" once Bids are opened, and a Bid may be rejected for any one or more of (but not limited to) the following reasons: Determination of a lack of competency as may be revealed by qualification statements, financial statements, experience records or other information disclosed to Owner by other sources. The Bidder's uncompleted or pending workload on other projects, which in the judgment of the Owner may cause detrimental impact on timely completion of the Work. The appearance of an unbalanced Bid, as determined by the Owner. If the Bidder makes one or more false statements or provides false information in connection with any portion of the bidding documents. If the Bidder fails to demonstrate successful performance and completion of projects of a similar magnitude, scope or value as this project.
- E. Non-responsive Bidder:** A Bidder may be deemed to be non-responsive and a Bid may be rejected for any of, but not limited to, the following reasons:
1. If the Bidder fails to submit a complete Bid, including but not limited to, submitting evidence of all insurance coverages required by the Bid and the Contract Documents.
 2. If the Bidder fails in any way to abide by any of the provisions of the Contract Documents.

3.5 BILLING PROCEDURE

The preferred method for invoices is to send via email to ap@daniabeachfl.gov. A copy may also be mailed to City Hall.

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City of Dania Beach Finance Department
Attn: Accounts Payable
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

with a copy to:

City of Dania Beach Public Services Department
Attn: Fernando Rodriguez
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

The City will pay to the Contractor for the faithful performance of the Contract, in lawful money of the United States, and subject to adjustments as provided in the Contract Documents, the amounts equal to the sum of the unit, lump sum price or both established for each separately identified work item, times the estimated quantity of that item, as indicated in the Schedule of Prices.

As provided in the Bid, the quantities entered in the Schedule of Prices for each item of work is an estimate only and the final Contract amount and the total payment made to the Contractor will be based on the actual number of units of each work item incorporated in the Work of the Contract. It is understood that the unit prices quoted or established for work items will be used for computing the amount to be paid to the Contractor, based on the quantities actually constructed as determined by the applicable measurement and payment portion of the Specifications.

4. SCOPE OF WORK

4.1 SCOPE

- A. The City of Dania Beach, Florida (the “City” or “Owner”), is actively seeking bids from qualified Contractors (the “Contractor”), for a project known as “**Light Pole Banner Production and Installation**”. The City seeks to contract with a vendor for printing and installation of banners for approximately 125 light poles throughout the City on an as-needed basis. Banners will be changed periodically to reflect seasons and advertise City events and milestones, as directed by the City. The Contractor is responsible for the provision, installation and performance of all equipment, materials, and services offered in their Bid. Additionally, the awarded contractor must hold a Florida Department of Transportation (FDOT) permit for performing requested services on FDOT roadways. **BANNER**

CONSTRUCTION SPECIFICATION

- Banner sizes:
 - 36” x 84” (3 feet wide by 7 feet high)
 - 24” x 48” (2 feet wide by 4 feet high)
- All banners shall be made of sixteen (16) ounce heavy duty vinyl or approved equal.
- Artwork will be provided by the City.
- Banners will be printed on both sides.
- Banners shall be printed with 4-color process, 360 dpi outdoor heavy ink coverage and bleed resistant technology with 3-inch double stitch pocket at top and bottom.
- Metal grommets in corners for fastening to brackets for added security.
- Banners should be UV coated and/or be able to withstand direct sunlight as well as wind and rainfall.
- The Contractor shall provide shop drawings and details for method of installation of banners to pole.
- The banner installation and materials must be approved by the City or designated representative prior to installation.
- The City may request a banner sample which should be the same quality as the finished product.
- **INSTALLATION AND REMOVAL**
 - The Contractor shall be responsible for obtaining and paying for any and all permits and/or fees required by any City, County or State permitting authority for the installation of banners.
 - Any fees shall be a direct pass-through cost and will be reimbursed by the City.
 - The Contractor shall be responsible for the installation and removal of approved banners.
 - The Contractor shall ensure that all permits are submitted at least two (2) weeks before installation.

Light Pole Banner Production and Installation
Invitation To Bid ("ITB") No. 25-003

- The Contractor will sort, supply, deliver and install the banners.
 - Banners shall be installed in a professional manner only at approved locations.
 - The Contractor must coordinate with the City of Dania Beach Public Services Department for the location, and schedule for the installation.
 - The schedule for seasonal or holiday changes will be managed by the Public Services Department.
- B. **MAINTENANCE:** Contractor shall provide general inspections, as needed, or per City's request. Contractor shall provide repair or replacements within 48 hours of identification or notification of damage caused by vandalism, an act of God, or a display failure and replacement of banners that are defective, torn, worn, or frayed. Broken brackets will be replaced, and contractor shall dispose of defective brackets and/or banners in a legal and environmentally safe manner. **HURRICANE SEASON (JUNE 1- NOV 30):** A Hurricane Watch is a warning which indicates that hurricane conditions, including winds of 74 mph (64 knots) or higher are expected. When a watch is announced, hurricane conditions are expected within 36 hours. In the event of impending tropical weather, the Contractor may be requested to remove banners. The contractor is not expected to bear the replacement cost of banners damaged by storm force winds or other "Acts of God". **PERFORMANCE:** The Contractor shall be fully responsible for the performance of their company and completion of all work as outlined in these specifications. The Contractor shall employ sound MOT practices and methods standard in the industry when installing or removing banners. Supervision of personnel shall be conducted in a competent and professional manner and is the sole responsibility of the Contractor. Any damage to the road, brick pavers, curbing, facilities, services, utilities, irrigation systems, street furniture, tree stakes or straps, vegetation, light pole, banner arms, etc., caused by the action of the contractor shall be repaired or replaced at the expense of the contractor to the satisfaction of the City. Failure to restore said property within five (5) working days following notification will result in a deduction from the next invoice of expenses incurred through the execution of appropriate labor, material, and equipment use or rental to restore the property to its original condition. All equipment shall be maintained in a safe operating condition while performing work under this contract. Contractor shall have proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the City shall direct the Contractor to remove such equipment and/or operator until the deficiency is corrected to the satisfaction of the City. The Contractor shall be responsible for injury to persons caused by the operation of equipment. OSHA Rules prohibit the use of Ariel buckets 15 feet above ground level when sustained winds speeds are in excess of 30 mph.
- C. Such requests will be made no later than 72 hours in advance of the issuance of a Hurricane Watch.
- D. By submitting a bid, the Bidder acknowledges that he, she, or it is familiar with the scope of services prior to submitting a bid. Failure of a Bidder to be familiar with the requirements of the Project Work does not relieve the Contractor of the responsibility for completion of all required services for the Project.

**Light Pole Banner Production and Installation
Invitation To Bid ("ITB") No. 25-003**

- E. It shall also be the Bidder's responsibility to visit the proposed Project Site to become thoroughly familiar with the nature and extent of the Work to be performed and all local existing site conditions, and to make his or her own estimate of the facilities and difficulties attending the execution of the Work; no allowance shall be made by the Owner for the Bidder's failure to do so.
- F. Bids will be considered if submitted by qualified Contractors who or which have experience, including similar previous work in the provision of the requested services. Contractors offering full service will receive the highest consideration.

G. Applicants should include the following items in the submitted Bid:

- 1. Letter of Transmittal;
- 2. Anticipated time line to begin delivery of services;
- 3. A breakdown of the costs for the delivery of services described above.
- 4. Résumés of key personnel who will actually be assigned to the Project Work and a description of the role of each person within the company.
- 5. **NOTE:** The City expects those personnel listed to be those who will be actually performing the Project Work. Substitutions (Contractors only) will be permitted only upon written approval of the City's representative or designee who is in charge of the Project.
- 6. A list of five (5) similar projects performed in South Florida (see the [BIDDER SUBMISSIONS](#)) and it includes the following information:
 - a. Name of each entity for which the work was performed;
 - b. Brief description of the scope of work;
 - c. Amount of initial contract award; and
 - d. Name of contact person and contact information with the entity who can knowledgeably discuss your company's performance.
- 7. Indication that the Contractor can provide increased levels of service (additional hours) at the same cost per hour; and
- 8. Any other information that the Contractor feels is relevant to assist the City in evaluating Contractor's qualifications.
- 9. The City intends to award an agreement to the lowest, responsive, responsible Bidder for the requested services specified in the ITB, taking into consideration experience, staffing, equipment, materials, references and past performance. The City reserves the right to reject any and all bids, to waive any informality in a bid and to make an award in the best interests of the City. In case of disputes in the award of the agreement, the decision of the City shall be final and binding on both parties.

**Light Pole Banner Production and Installation
Invitation To Bid ("ITB") No. 25-003**

10. If the Bidder to whom or to which an award is made fails to enter into an agreement, the award may be annulled and the agreement offered to the next most qualified Bidder or to the Bidder which offered the next lowest, responsive and responsible bid in the opinion of the City. **THE CONTRACTOR AND ANY SUBCONTRACTOR(S) SHALL NOT COMMENCE WORK ON THE PROJECT UNTIL AN AGREEMENT HAS BEEN FULLY EXECUTED BY BOTH PARTIES.**

Light Pole Banner Production and Installation
Invitation To Bid (“ITB”) No. 25-003

5. BID FORM

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Production of 24"x48" Banner	1	EA		
2	Production of 34"x84" Banner	1	EA		
3	Installation	1	EA		
4	Banner Change Out	1	EA		
5	Emergency Removal & Re-installation	1	EA		

6. BIDDER SUBMISSIONS

1 BIDDER QUALIFICATIONS

Note: Information requested in the ITB and submitted by the Bidders will be analyzed by the City of Dania Beach and will be a factor considered in awarding any resulting contract. The purpose is to ensure that the successful Bidders in the sole opinion of the City of Dania Beach can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject contract. If there are any terms or conditions that are in conflict, the most stringent requirement shall apply.

1.1 Authorized representative contact information?*

Please include the name, title, phone and email of the authorized representative

*Response required

1.2 Entity type?*

☐ Corporation

☐ Partnership

☐ Individual

☐ Other (specify below)

*Response required

1.3 If you selected other please specify:

1.4 If you selected corporation please enter date of incorporation and state in which incorporated:

1.5 If an out-of-state Corporation or entity, must be currently authorized to do business in Florida by the Office of the Florida Secretary of State

☐ Please confirm

1.6 Please include the name and title of Principal Officers and the date they were elected:*

*Response required

1.7 How many years has your organization been in business?*

Enter years

*Response required

1.8 The length of time (continuous) in business in Florida:*

Enter years

*Response required

1.9 Please upload a copy of a county or municipal Business Tax Receipt*

*Response required

1.10 Please upload the Resumes of key personnel who will be assigned to Project Work and a description of the role of each person within the company*

*Response required

1.11 Have you ever failed to complete any work awarded to you?*

☐ Yes

**Light Pole Banner Production and Installation
Invitation To Bid ("ITB") No. 25-003**

☐ No

*Response required

When equals "Yes"

1.11.1 If yes, please explain below*

*Response required

1.12 Within the last five years, has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete an Agreement?*

☐ Yes

☐ No

*Response required

When equals "Yes"

1.12.1 If yes, please explain below*

*Response required

1.13 Within the last five years, have you ever had a performance, payment or bid bond called?*

☐ Yes

☐ No

*Response required

When equals "Yes"

1.13.1 If yes, please explain below*

*Response required

1.14 Have you, any officer or partner of your organization, or the organization been involved in any litigation or arbitration against the City?*

☐ Yes

☐ No

*Response required

When equals "Yes"

1.14.1 If yes, please explain below*

*Response required

1.15 Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any other Florida public entity?*

☐ Yes

☐ No

*Response required

Light Pole Banner Production and Installation
Invitation To Bid ("ITB") No. 25-003

When equals "Yes"

1.15.1 If yes, please explain below*

*Response required

1.16 Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any private entity for an amount greater than \$100,000?*

☐ Yes

☐ No

*Response required

When equals "Yes"

1.16.1 If yes, please explain below*

*Response required

1.17 Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been charged or indicted for any criminal activity within the last five years?*

☐ Yes

☐ No

*Response required

When equals "Yes"

1.17.1 If yes, please explain below*

*Response required

1.18 Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been convicted or fined for any criminal activity within the last five years?*

☐ Yes

☐ No

*Response required

When equals "Yes"

1.18.1 If yes, please explain below*

*Response required

1.19 Within the last five years, have you, any officer or partner of your organization, or the organization been investigated by any local, state, or federal law enforcement agency, criminal justice agency or inspector general office?*

☐ Yes

☐ No

*Response required

When equals "Yes"

**Light Pole Banner Production and Installation
Invitation To Bid ("ITB") No. 25-003**

1.19.1 If yes, please explain below*

*Response required

1.20 Within the last five years, have you, any officer or partner of your organization, or the organization communicated with any local, state, or federal law enforcement agency, criminal justice agency or inspector general office relating to goods or services provided or performed for any governmental entity?*

☐ Yes

☐ No

*Response required

When equals "Yes"

1.20.1 If yes, please explain below*

*Response required

1.21 Within the last five years, have there been any reports or audits relating to you, any officer or partner of your organization, or the organization issued by any local, state, or federal law enforcement agency, criminal justice agency or inspector general office.*

☐ Yes

☐ No

*Response required

When equals "Yes"

1.21.1 If yes, please explain below*

*Response required

1.22 Within the last five years, have you, any officer or partner of your organization, or the organization failed to disclose or made misrepresentations to any governmental entity regarding conflicts of interest or potential or apparent conflicts of interest?*

☐ Yes

☐ No

*Response required

When equals "Yes"

1.22.1 If yes, please explain below*

*Response required

2 Commercial/Government References

Provide a list of at least five commercial or government references that the successful Bidder has supplied service/commodities meeting the requirements of the City of Dania Beach specifications, within the last five (5) years

2.1 Reference 1*

Please include:

**Light Pole Banner Production and Installation
Invitation To Bid (“ITB”) No. 25-003**

Project Title

Address

Owner & Owner's Telephone Number

Contract Value

Percent Complete and Completion Date

*Response required

2.2 Reference 2*

Please include:

Project Title

Address

Owner & Owner's Telephone Number

Contract Value

Percent Complete and Completion Date

*Response required

2.3 Reference 3*

Please include:

Project Title

Address

Owner & Owner's Telephone Number

Contract Value

Percent Complete and Completion Date

*Response required

2.4 Reference 4*

Please include:

Project Title

Address

Owner & Owner's Telephone Number

Contract Value

Percent Complete and Completion Date

*Response required

**Light Pole Banner Production and Installation
Invitation To Bid ("ITB") No. 25-003**

2.5 Reference 5*

Please include:

Project Title

Address

Owner & Owner's Telephone Number

Contract Value

Percent Complete and Completion Date

*Response required

3 BIDDER'S QUESTIONNAIRE

The undersigned guarantees the truth and accuracy of all statements and answers contained below:

3.1 List below all pertinent information and data that would indicate the ability of your organization and management personnel to perform satisfactorily.*

*Response required

3.2 Have you personally completed a plan for performance of the work?*

*Response required

3.3 Have you ever failed to complete work awarded to you?*

☐ Yes

☐ No

*Response required

When equals "Yes"

3.3.1 If so, when, where and why?*

*Response required

3.4 What equipment do you own that is available for work?

3.5 Has your company ever been debarred or held in default in Broward, Miami-Dade, or Palm Beach Counties or elsewhere by any other governmental entity?*

*Response required

3.6 How many employees (Contractors only) will be assigned to perform the services?*

*Response required

3.7 How many supervisors will be assigned to perform the services?*

*Response required

3.8 Will personnel be part of a regular crew assigned to perform the services? *

☐ Yes

☐ No

*Response required

**Light Pole Banner Production and Installation
Invitation To Bid ("ITB") No. 25-003**

3.9 Will you be able to provide service for emergency situations? *

- ☐ Yes
☐ No

*Response required

When equals "Yes"

3.9.1 If so, how much notice is required?*

*Response required

3.10 What equipment do you own that is available to complete the Project?*

**EVERY PIECE OF EQUIPMENT MUST HAVE ORIGINAL FACTORY GUARDS AND SHIELDS
INSTALLED AND FUNCTIONING AT THE TIME OF WORK.**

*Response required

3.11 Please attach copies of any licenses, awards, certificates, etc., that you may have.

4 REQUIRED FORMS

4.1 DRUG-FREE WORKPLACE CERTIFICATION*

Whenever two (2) or more bids/Bids, which are equal with respect to price, quality, and service, are received by the CITY OF DANIA BEACH for the procurement of commodities or contractual services, a bid/Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- B. 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.
- C. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
- D. In the statement specified in number (1), notify the employees that as a condition for 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 on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- E. 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.
- F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

**Light Pole Banner Production and Installation
Invitation To Bid (“ITB”) No. 25-003**

By confirming I certify that said Company has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in letters (A) through (F) above.

☐ Please confirm

*Response required

4.2 Affidavit of Compliance with Anti-Human Trafficking Laws*

Please download the below documents, complete and have notarized. An online notarization option will be provided for you when responding.

- [Anti-Human Trafficking Exhi...](#)

*Response required

4.3 Non-Collusion Affidavit*

Please download the below documents, complete and have notarized. An online notarization option will be provided for you when responding.

- [Non Collusion Affidavit.pdf](#)

*Response required

4.4 Independence Affidavit *

Please download the below documents, complete and have notarized. An online notarization option will be provided for you when responding.

- [Independence Affidavit.pdf](#)

*Response required

4.5 Sworn Statement on Public Entity Crimes*

Please download the below documents, complete and have notarized. An online notarization option will be provided for you when responding.

[AAA FLAG AND BANNER MFG] RESPONSE DOCUMENT REPORT

ITB No. 25-003

Light Pole Banner Production and Installation

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Production of 24"x48" Banner	1	EA	\$64.50	\$64.50
2	Production of 34"x84" Banner	1	EA	\$74.50	\$74.50
3	Installation	1	EA	\$36.00	\$36.00
4	Banner Change Out	1	EA	\$36.00	\$36.00
5	Emergency Removal & Re-installation	1	EA	\$650.00	\$650.00

EXHIBIT “C”

INSURANCE REQUIREMENTS

2.23 INSURANCE REQUIREMENTS

- A. **Insurance Required Before Commencement of Work:** The Contractor shall not commence Work under the Agreement until Contractor has obtained all insurance required under this Section, and not until such time that the coverages are approved by the Risk Manager of the City. The Contractor shall not allow any employee of Contractor or any Subcontractor to commence Work on any subcontract until the Subcontractor and all Coverages required of any Subcontractor have been obtained and approved by the Risk Manager of the City. In addition, Contractor shall be responsible for any and all policy deductibles and self-insured retentions.
- B. **Insurance Requirements:** Coverages shall be in force until all Work required to be performed under the terms of the Agreement, including any applicable warranty period, is satisfactorily completed as evidenced by the formal written acceptance by the City. In the event insurance certificates provided to City indicate that the insurance shall terminate and lapse during the period of the Agreement, including any applicable warranty period, then in that event, the Contractor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverages for the balance of the period of the Agreement, including any extension of it, and including any applicable warranty period, is in effect. **THE CONTRACTOR AND ANY SUBCONTRACTOR SHALL NOT PERFORM OR CONTINUE WORK PURSUANT TO THE AGREEMENT, UNLESS ALL COVERAGES REMAIN IN FULL FORCE AND EFFECT. ANY DELAY IN THE WORK CAUSED BY A LAPSE IN COVERAGE SHALL BE NON-EXCUSABLE, SHALL NOT BE GROUNDS FOR A TIME EXTENSION, AND WILL BE SUBJECT TO ANY OTHER APPLICABLE PROVISIONS DESCRIBED IN THE AGREEMENT OR ELSEWHERE IN THE SOLICITATION DOCUMENTS CONCERNING CONTRACTOR DELAY.**
- C. **Required Minimum Coverages:** The below coverages are minimum limit requirements. Umbrella or Excess Liability policies are acceptable to provide the total required liability limits, as long as the Risk Manager of the City reviews and approves in writing the insurance limits on each of the policies. The City must approve any changes to these specifications and has the right to review and amend coverage requirements. The CONTRACTOR shall be held responsible for any modifications, deviations, or omissions in these insurance requirements. CONTRACTOR shall be responsible for any deductible amounts.

- D. **GENERAL LIABILITY INSURANCE** is to include bodily injury, broad form property damage, products/completed operations, blanket contractual liability, and personal/advertising injury with limits of no less than One Million Dollars (\$1,000,000.00) per occurrence, and Two Million Dollars (\$2,000,000.00) annual aggregate.
- E. **SPECIAL PROVISIONS AS TO GENERAL LIABILITY INSURANCE (to be confirmed on or attached to the Official Certificate of Insurance):**
1. Annual Aggregate shall apply “Per Job”;
 2. “The City of Dania Beach, Florida” is added as a named “Additional Insured”;
 3. Additional Insured status is included for Products completed operations coverage for a period of no less than five (5) years following the completion of the Work or Project;
 4. Additional insured coverage shall be no more restrictive than Insurance Services Office (ISO) form CG 2037 (07 04);
 5. Contractor’s insurance shall be primary and non-contributory;
 6. Waiver of Subrogation in favor of the City;
 7. 30 Days’ Notice of Cancellation or modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and
 8. Copy of Additional Insured Endorsement or other endorsements may be attached to the Certificate.
- F. **WORKERS’ COMPENSATION INSURANCE** must be provided for all persons fulfilling this agreement whether employed, contracted, temporary, or subcontracted for the life of the agreement, including any applicable warranty period(s), and it is to apply to all “statutory employees” of Contractor (as that phrase is defined by Chapter 440, Florida Statutes), in compliance with the “Workers’ Compensation Law” of the State of Florida and all applicable federal laws, for the benefit of the Contractor, its employees, and Subcontractors.
- G. In the case any work is sublet as otherwise addressed in the Agreement or Solicitation Documents, the Contractor shall require any Subcontractors similarly to provide Workers’ Compensation Insurance for all of the latter’s employees, in addition to any coverage afforded by the Contractor, by furnishing Statutory Limits Part A, and no less than One Million Dollars (\$1,000,000.00) Employers’ Liability Limits Part B.



City of Dania Beach Public Services Memorandum

DATE: 4/22/2025

TO: Mayor and Commissioners

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

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

**SUBJECT: AUTHORIZATION FOR A SECOND RENEWAL OF BID RFP #20-004
“DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES” TO
PRIMARY, SECONDARY AND TERTIARY FIRMS**

Request:

The City administration is requesting adoption of a resolution authorizing retroactive renewal of agreements associated with the award of RFP #20-004 “Disaster Debris Removal and Disposal Services” to Bergeron Emergency Services Inc. as the primary service provider, Custom Tree Care Inc. as the secondary, and KDF Enterprises, LLC as the tertiary.

Background:

The City administration is requesting adoption of a resolution authorizing retroactive renewal of agreements associated with the award of RFP #20-004 “Disaster Debris Removal and Disposal Services” to Bergeron Emergency Services Inc. as the primary service provider, Custom Tree Care Inc. as the secondary, and KDF Enterprises, LLC as the tertiary.

Budgetary Impact

Projected expense based on the estimated type and quantities of debris removed is \$430,116 for the primary contractor. This cost will initially be covered by the City’s Disaster Reserves Account No. 001-271-08-00 and submitted to FEMA for reimbursement.

Recommendation

The City Administration recommends that the City Commission adopt a second renewal (retroactively) of the resolution to award RFP #20-004 “City of Dania Beach Disaster Debris Removal and Disposal Services” contract to Bergeron Emergency Services as primary, Custom Tree Care Inc. as secondary and KDF Enterprises, LLC as tertiary service providers.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE RETROACTIVE SECOND RENEWAL OF EMERGENCY DEBRIS REMOVAL AND DISPOSAL SERVICES CONTRACTS FOR PRIMARY, SECONDARY AND TERTIARY SERVICES WITH BERGERON EMERGENCY SERVICES, CUSTOM TREE CARE, INC. AND KDF ENTERPRICES, LLC, RESPECTIVELY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in December 2020, the City entered into a three-year agreement for emergency debris removal and disposal services with Bergeron Emergency Services (BES), Custom Tree Care, Inc. (CTC) and KDF Enterprises, LLC (KDF) via a competitive qualifications review process through RFQ No. 20-004; and

WHEREAS, this type of service is critical for properly addressing post storm debris management needs that directly impact on the public's health and safety; and

WHEREAS, the Agreements provide for three (3) 1-year renewal options; and

WHEREAS, the Public Services Department (PSD) has determined that exercising the second renewal option is beneficial to the City; and

WHEREAS, BES, CTC and KDF have formally agreed to the one-year renewal.

WHEREAS, the agreements officially expired on March 11, 2025, requiring the renewal to be effected retroactively to that date.

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

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

Section 2. That the proper City officials are authorized to execute Second Renewal Agreement with BES, CTC and KDF which copies of the Second Renewal Agreements are attached as composite Exhibit "A" and are incorporated into this Resolution by this reference.

Section 3. That funding may be required to cover the cost of services and is available in Operating Supplies Hurricane Expenses No. 001-18-00519-52-90 and submitted to FEMA for reimbursement.

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

**SECOND RENEWAL BETWEEN THE CITY OF DANIA BEACH,
FLORIDA AND BERGERON EMERGENCY SERVICES, INC., A
FLORIDA CORPORATION, FOR DISASTER DEBRIS REMOVAL AND
DISPOSAL SERVICES.**

This is the Second (the “Renewal”) between the City of Dania Beach, Florida, a Florida municipal corporation (“City”) and Bergeron Emergency Services, Inc., a Florida corporation (“Contractor”), with its principal mailing address of 19612 SW 69 Place, Pembroke Pines, Florida 33332.

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 agreement existing between the Contractor and the City of Dania Beach and any amendment(s) to it, dated February 11, 2021, along with the First Renewal dated April 10, 2024, a copy of each are attached as composite Exhibit “A”, and made a part of and are incorporated into this Renewal by this reference), shall be considered as part of this Renewal between the City and the Contractor.
2. The current Agreement expired on March 11, 2025 and this Renewal is retroactive to that date and it is valid through March 11, 2026.
3. Pursuant to Resolution No. 2020-151, the City wishes to exercise the second of three (3) one (1) year renewal options with the Contractor.
4. That in all other respects, the terms of the Agreement apply to this Renewal.

SIGNATURES ON FOLLOWING PAGES

IN WITNESS of the foregoing, the parties have executed this First Renewal on _____, 2025.

CITY:

CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation

ATTEST:

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND
CORRECTNESS:

ANA M. GARCIA, ICMA-CM
CITY MANAGER

EVE A. BOUTSIS
CITY ATTORNEY

WITNESSES:

Signature

PRINT Name

Signature

PRINT Name

CONTRACTOR:

Bergeron Emergency Services, Inc.

Signature

PRINT Name

Title

Date

STATE OF FLORIDA)

COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, on _____, 2025, by _____, as _____ of Bergeron Emergency Services, Inc., a Florida corporation. He/she is personally known to me or has produced _____ as identification.

Notary Signature

Notary Seal:

Printed Name

**SECOND RENEWAL BETWEEN THE CITY OF DANIA BEACH,
FLORIDA AND CUSTOM TREE CARE, INC. A FOREIGN
CORPORATION AUTHORIZED TO CONDUCT BUSINESS IN FLORIDA,
FOR DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES.**

This is the Second (the “Renewal”) between the City of Dania Beach, Florida, a Florida municipal corporation (“City”) and Custom Tree Care, Inc., a foreign corporation authorized to conduct business in Florida (“Contractor”), with its principal mailing address of 6021 SW 29 Street, PMB #130, Topeka, Kansas 66614.

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 agreement existing between the Contractor and the City of Dania Beach and any amendment(s) to it, dated February 10, 2021, along with the First Renewal dated March 22 2024, a copy of each are attached as composite Exhibit “A”, and made a part of and are incorporated into this Renewal by this reference), shall be considered as part of this Renewal between the City and the Contractor.
2. The current Agreement expired on March 11, 2025 and this Renewal is retroactive to that date and it is valid through March 11, 2026.
3. Pursuant to Resolution No. 2020-151, the City wishes to exercise the second of three (3) one (1) year renewal options with the Contractor.
4. That in all other respects, the terms of the Agreement apply to this Renewal.

SIGNATURES ON FOLLOWING PAGES

IN WITNESS of the foregoing, the parties have executed this First Renewal on _____, 2025.

CITY:

CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation

ATTEST:

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND
CORRECTNESS:

ANA M. GARCIA, ICMA-CM
CITY MANAGER

EVE A. BOUTSIS
CITY ATTORNEY

WITNESSES:

Signature

PRINT Name

Signature

PRINT Name

**CONTRACTOR:
CUSTOM TREE CARE, INC.
a foreign corporation**

Signature

PRINT Name

Title

Date

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, on _____, 2024, by _____, as _____ of Custom Tree Care, Inc/ a foreign corporation authorized to conduct business in Florida. He/she is personally known to me or has produced _____ as identification.

Notary Signature

Notary Seal:

Printed Name

**SECOND RENEWAL BETWEEN THE CITY OF DANIA BEACH,
FLORIDA AND KDF ENTERPRISES LLC, A FOREIGN LIMITED
LIABILITY COMPANY AUTHORIZED TO CONDUCT BUSINESS IN
FLORIDA, FOR DISASTER DEBRIS REMOVAL AND DISPOSAL
SERVICES.**

This is the Second (the “Renewal”) between the City of Dania Beach, Florida, a Florida municipal corporation (“City”) and KDF Enterprises, LLC, a foreign limited liability company authorized to conduct business in Florida (“Contractor”), with its principal mailing address of 370 Mountain View Road, Springville, Alabama 35146.

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 agreement existing between the Contractor and the City of Dania Beach and any amendment(s) to it, dated March 15, 2021, along with a copy of the First Renewal dated March 20, 2024, which both are attached as composite Exhibit “A”, and made a part of and are incorporated into this Renewal by this reference), shall be considered as part of this Renewal between the City and the Contractor.
2. The current Agreement expired on March 11, 2025 and this Renewal is retroactive to that date and it is valid through March 11, 2026.
3. Pursuant to Resolution No. 2020-151, the City wishes to exercise the second of three (3) one (1) year renewal options with the Contractor.
4. That in all other respects, the terms of the Agreement apply to this Renewal.

SIGNATURES ON FOLLOWING PAGES

IN WITNESS of the foregoing, the parties have executed this First Renewal on _____, 2025.

CITY:

CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation

ATTEST:

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND
CORRECTNESS:

ANA M. GARCIA, ICMA-CM
CITY MANAGER

EVE A. BOUTSIS
CITY ATTORNEY

WITNESSES:

Signature

PRINT Name

Signature

PRINT Name

CONTRACTOR:

KDF Enterprises, LLC

a foreign limited liability company

Signature

PRINT Name

Title

Date

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, on _____, 2025, by _____, as _____ of KDF Enterprises, LLC, a foreign limited liability company authorized to conduct business in Florida. He/she is personally known to me or has produced _____ as identification.

Notary Signature

Notary Seal:

Printed Name

**SECOND RENEWAL BETWEEN THE CITY OF DANIA BEACH,
FLORIDA AND BERGERON EMERGENCY SERVICES, INC., A
FLORIDA CORPORATION, FOR DISASTER DEBRIS REMOVAL AND
DISPOSAL SERVICES.**

This is the Second (the “Renewal”) between the City of Dania Beach, Florida, a Florida municipal corporation (“City”) and Bergeron Emergency Services, Inc., a Florida corporation (“Contractor”), with its principal mailing address of 19612 SW 69 Place, Pembroke Pines, Florida 33332.

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 agreement existing between the Contractor and the City of Dania Beach and any amendment(s) to it, dated February 11, 2021, along with the First Renewal dated April 10, 2024, a copy of each are attached as composite Exhibit “A”, and made a part of and are incorporated into this Renewal by this reference), shall be considered as part of this Renewal between the City and the Contractor.
2. The current Agreement expired on March 11, 2025 and this Renewal is retroactive to that date and it is valid through March 11, 2026.
3. Pursuant to Resolution No. 2020-151, the City wishes to exercise the second of three (3) one (1) year renewal options with the Contractor.
4. That in all other respects, the terms of the Agreement apply to this Renewal.

SIGNATURES ON FOLLOWING PAGES

IN WITNESS of the foregoing, the parties have executed this First Renewal on _____, 2025.

CITY:

CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation

ATTEST:

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND
CORRECTNESS:

ANA M. GARCIA, ICMA-CM
CITY MANAGER

EVE A. BOUTSIS
CITY ATTORNEY

WITNESSES:

Signature

PRINT Name

Signature

PRINT Name

CONTRACTOR:

Bergeron Emergency Services, Inc.

Signature

PRINT Name

Title

Date

STATE OF FLORIDA)

COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, on _____, 2025, by _____, as _____ of Bergeron Emergency Services, Inc., a Florida corporation. He/she is personally known to me or has produced _____ as identification.

Notary Signature

Notary Seal:

Printed Name

**FIRST RENEWAL BETWEEN THE CITY OF DANIA BEACH, FLORIDA
AND BERGERON EMERGENCY SERVICES, INC., A FLORIDA
CORPORATION, FOR DISASTER DEBRIS REMOVAL AND DISPOSAL
SERVICES.**

This is the First (the “Renewal”) between the City of Dania Beach, Florida, a Florida municipal corporation (“City”) and Bergeron Emergency Services, Inc., a Florida corporation (“Contractor”), with its principal mailing address of 19612 SW 69 Place, Pembroke Pines, Florida 33332.

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 agreement existing between the Contractor and the City of Dania Beach and any amendment(s) to it, dated February 11, 2021, a copy of which is attached as Exhibit “A”, and made a part of and are incorporated into this Renewal by this reference), shall be considered as part of this Renewal between the City and the Contractor.
2. The current Agreement expires on March 11, 2024 and this Renewal is valid through March 11, 2025.
3. Pursuant to Resolution No. 2020-151, the City wishes to exercise the first of three (3) one (1) year renewal options with the Contractor.
4. That in all other respects, the terms of the Agreement apply to this Renewal.

SIGNATURES ON FOLLOWING PAGES

IN WITNESS of the foregoing, the parties have executed this First Renewal on
April 10, 2024.

CITY:

CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation

Archibald J.
Ryan, IV

Digitally signed by Archibald J.
Ryan, IV
Date: 2024.04.10 14:16:34 -04'00'

ARCHIBALD J. RYAN IV
MAYOR

Ana M. Garcia,
ICMA-CM

Digitally signed by Ana M. Garcia, ICMA-CM
Date: 2024.04.10 14:16:15 -04'00'

ANA M. GARCIA, ICMA-CM
CITY MANAGER

ATTEST:

Elora Riera,
MMC

Digitally signed by Elora Riera,
MMC
Date: 2024.04.10 14:16:51
-04'00'

ELORA RIERA, MMC
CITY CLERK



APPROVED AS TO FORM AND
CORRECTNESS:

Eve A. Boutsis

Digitally signed by Eve A.
Boutsis
Date: 2024.04.10 14:11:37
-04'00'

EVE A. BOUTSIS
CITY ATTORNEY

WITNESSES:

[Signature]
Signature

David Flores
PRINT Name

[Signature]
Signature

Evelyn Peña
PRINT Name

CONTRACTOR:

Bergeron Emergency Services, Inc.

[Signature]
Signature

Ronald M Bergeron JR,
PRINT Name

CEO
Title

2/26/2024
Date

STATE OF FLORIDA)

COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, on February 26, 2024, by Ronald Bergeron as CEO of Bergeron Emergency Services, Inc., a Florida corporation. He/she is personally known to me or has produced FL driver's lic as identification.



SAMANTHA-KIRSTIE TELUSMA
Notary Public
State of Florida
Comm# HH451485
Expires 10/5/2027

Notary Seal:

[Signature]
Notary Signature

Samantha-Kirstie Telusma
Printed Name



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/08/2024

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 Brown & Brown of Florida, Inc. 3520 Thomasville Rd., Ste. 500 Tallahassee FL 32309	CONTACT NAME: Tina Graham PHONE (A/C, No, Ext): (850) 656-3747 FAX (A/C, No): (850) 656-4065 E-MAIL ADDRESS: Tina.Graham@bbrown.com
INSURED Bergeron Emergency Services, Inc. 19612 SW 69th Place Fort Lauderdale FL 33332	INSURER(S) AFFORDING COVERAGE INSURER A: GuideOne National Insurance Company INSURER B: Auto-Owners Insurance Group INSURER C: Insurance Company of the West INSURER D: INSURER E: INSURER F:
	NAIC # 018988 27847

COVERAGES**CERTIFICATE NUMBER:** 24-25 Master**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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y		ENV562008090-02	02/01/2024	02/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			55-042686-00	02/01/2024	02/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			ENV562008091-02	02/01/2024	02/01/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	WFL 5064098 02	02/01/2024	02/01/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Contractors Pollution Liability Professional Liability			ENV562008090-02	02/01/2024	02/01/2025	Pollution Limit \$1,000,000 Professional Limit \$1,000,000

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

CITY OF DANIA BEACH IS ADDITIONAL INSURED AND WAIVER OF SUBROGATION APPLIES AS REQUIRED BY WRITTEN CONTRACT AND IF APPLICABLE. Blanket Additional Insured exists on the General Liability Policy per Forms CG 2010 & CG 2037. 30 Day Notice of Cancellation/10 Day Non-Pay per policy form CO 0221.

CERTIFICATE HOLDER**CANCELLATION**

CITY OF DANIA BEACH 100 W. DANIA BEACH BLVD DANIA BEACH FL 33004	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement, effected prior to the date your operations for that person or organization commenced, that such person or organization be added as an additional insured on your policy.	In respect to any location where the named insured is performing "your work".
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement, effected prior to the date your operations for that person or organization commenced, that such person or organization be added as an additional insured on your policy.	In respect to any location where the named insured is performing "your work".
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

AGREEMENT

Storm Debris Collection and Disposal

This is an Agreement ("Agreement") dated February 10, 2021, 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 Bergeron Emergency Services, Inc., a Florida corporation ("Contractor"), with its principal mailing address of 19612 SW 69 Place, Pembroke Pines, Florida 33332.

WHEREAS, the City deems it to be in the best interest of the residents and citizens to accept the proposal from Contractor as the primary Contractor to perform Disaster Debris Removal and Disposal Services, in the event of a storm; and

WHEREAS, City has determined that entering into this Agreement with Contractor for the Project contemplated by this Agreement is in the best interests of the health, safety, and welfare of the citizens and residents of the City; and

WHEREAS, City and the Contractor have determined that it is in the best interests of the parties to enter into this Agreement for Storm Debris Collection and Disposal due to the potential of storms affecting the City and which will ultimately cause storm debris throughout the City that will require collection and disposal at approved disposal sites ("Project");

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and undertakings and other good and valuable consideration the receipt and sufficiency of which are acknowledged and agreed upon, the parties agree as follows:

1.0 Recitals. The foregoing "WHEREAS" clauses are true and correct and are ratified by the parties.

2.0 Definitions Wherever used in this Agreement or in the other RFP documents the following terms have the meanings indicated which are applicable to both the singular and plural:

2.1 City Representative - The City Manager, or designee, who shall have such duties and responsibilities as provided in this Agreement and by law. If the Manager shall cease to hold the position, it shall be the person so designated by the Mayor of the City.

2.2 Agreement - The written agreement between the City and Contractor covering the Work to be performed for the Project, including other Agreement and RFP Documents that are attached to the Agreement or made a part it.

2.3 Agreement Time – A time frame after a storm when the debris collection and removal should be reasonable to be performed and concluded.

2.4 Change Order – Work that is added to or deleted from the original scope of work of a contract, however, depending on the magnitude of the change, it may or may not alter the original contract amount, completion date or both.

2.5 City - The City of Dania Beach, Florida and its assigns, with which Contractor has entered into the Agreement and for which the Work is to be provided.

2.6 Agreement Documents - The Agreement Documents, to be completed by the parties through this Agreement, include this Agreement, Notice to Proceed, Certificate(s) of Insurance, additional documents which are required to be submitted under this Agreement, and all Written Amendments, Field Orders, and Work Directives issued on or after the effective date of the Agreement. Also included in entirety is RFP 20-004, and Contractor's Proposal and response to the RFP except as may be inconsistent with the terms of this Agreement.

2.7 Defective - An adjective which when modifying the Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Agreement Documents, or does not meet the requirements of an inspection, reference standard, test or approval referred to in the Agreement Documents, or has been damaged prior to final payment.

2.8 Contractor Representative - Or designee, who shall have such duties and responsibilities as provided in the Agreement.

2.9 Effective Date of the Agreement - The date indicated in the Agreement upon which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver the Agreement.

2.10 Field Order - A written order issued by the City Manager, or designee, which orders minor changes in the Work but which does not involve a change in Unit Price.

2.11 Agreement Price - The unit price tables identified in Exhibit A.

2.12 Notice to Proceed - A written notice given by City to Contractor fixing the date upon which the Agreement Time will commence to run and on which Contractor shall start to perform Contractor obligations under the Agreement Documents. A notice to proceed is issued for each storm event before work commences.

2.13 Specifications - Those portions of the Agreement Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable to them. FEMA guidelines are considered specifications.

2.14 Subcontractor - An individual, firm or corporation having a direct Agreement with Contractor or with any other Subcontractor for the performance of a part of the Project Work.

2.15 Supplier - A manufacturer, fabricator, supplier, distributor, material man, or vendor.

2.16 Unit Price - An amount stated in the Agreement as a price per unit measurement for the Work as described in the Agreement Documents.

2.17 Work - Work means services to be performed, specifically including but not limited to, furnishing labor, equipment and materials, used or incorporated in the Work as required by the Agreement Documents.

2.18 Work Directive - A written directive to Contractor issued on or after the Effective Date of the Agreement and signed by the City Manager or designee ordering an addition, deletion, or revision in the Work. A Work directive shall not change the Unit Price included in Exhibit A, but it can add additional unit pricing for additional resources needed that were not anticipated when the Agreement was executed. Work Directives can be issued for unforeseen circumstances in the best interests of the health, safety, and welfare of the citizens and residents of the City.

2.18 Written Amendment - A written amendment of the Agreement Documents, approved by the City Commission and signed by City and Contractor on or after the Effective Date of the Agreement that adds or changes significant work or makes changes to terms and conditions.

2.20 Written Notice - Shall be deemed to be duly served if delivered in person to the individual or to an officer of the Contractor or City for whom it is intended, if delivered at or sent by certified mail, return receipt requested, to the last business address known to the person who gives notice. Facsimile, electronic (includes email) or telephonic transmission shall not be considered as written notice.

3.0 Agreement Documents

3.1 The Agreement Documents as defined above, comprise the entire Agreement between City and Contractor and consists of elements to be completed by the parties through this Agreement and includes any additional documents which are required to be submitted under this Agreement, and all Written Amendments, Field Orders, and Work Directives. RFP No. 20-004, "Disaster Debris Removal and Disposal Services", FEMA Super Circular "2 CFR Chapter 2, Part 200 et al, and the CONTRACTORS proposal, are incorporated in their entirety into this Agreement. **Compliance with FEMA Super Circular "2 CFR Chapter 2, Part 200 et al." is required. See the following link to the FEMA Super Circular:**

<https://www.gpo.gov/fdsys/granule/CFR-2016-title2-voll/CFR-2016-title2-voll-part200/content-detail.html>

3.2 This Agreement and the Agreement Documents listed in Paragraph 3.1 comprise the entire agreement between City and Contractor concerning the Work. The Agreement Documents are complimentary; what is called for by one is as binding as if called for by all. The Agreement Documents will be construed in accordance with the law of the State of Florida.

3.3 The intent of the Agreement is to describe a functionally complete Project, to be completed in accordance with the Agreement Documents. Any Work, materials or equipment that may reasonably be inferred from the Agreement Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials or equipment such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of Agreement award, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Agreement Documents) shall be effective to change the duties and responsibilities of City,

Contractor, or any of their consultants, agents, employees or subcontractors from those set forth in the Agreement Documents.

3.4 City will not modify the terms and conditions to the Agreement Documents except in a manner allowed by the Agreement. Contractor covenants and agrees that City shall not be responsible for the costs above those set forth in this Agreement unless the same are set forth in a Written Amendment or Work Directive approved pursuant to the terms of this Agreement. Any and all modifications to terms and conditions issued by the authority of an entity not a party to this Agreement shall not be compensated by City.

3.5 The requirements of the Agreement Documents may be supplemented and minor variations and deviations in the Work may be authorized by the City Manager, or designee, by a written interpretation or clarification, or Field Order.

3.6 Execution of the Agreement by the Contractor is a representation that Contractor has become familiar with the local conditions and the City for which the Work is to be performed.

4.0 Scope of Work

4.1 Contractor is required to assist the City to recover after a major storm event where vegetative and construction and demolition debris are located in the City rights-of-way. Contractor must follow all Federal Emergency Management Agency ("FEMA") guidelines to reasonably assure City receives reimbursement for debris disposal services. The City has an established goal of clearing at least one (1) lane of traffic on every City street within twenty-four (24) hours after a storm event. The storm debris will be arranged for accessibility to heavy equipment so the debris can be loaded into trucks and removed to a disposal site. The Contractor shall furnish all of the materials, tools, supplies, heavy equipment, vehicles and labor necessary to perform the work. Depending on a storm as determined by the City, the materials, tools, supplies, equipment, vehicles, and labor for the emergency push must be pre-positioned or in close proximity to the City prior to the storm. In the event the City is evacuated prior to the storm, the assets do not need to be prepositioned, but must be readily available within four (4) hours after the storm. The Contractor will bear all costs associated with the Project. **Compliance with FEMA Super Circular "2 CFR Chapter 2, Part 200 et al." is required.**

Please see the following link to the FEMA Super Circular:

<https://www.gpo.gov/fdsys/granule/CFR-2016-title2-vol1/CFR-2016-title2-vol1-part200/content-detail.html>

4.2 Contractor shall provide all expertise, personnel, tools, materials, equipment, transportation, supervision and all other services and facilities of any nature necessary to execute, complete and deliver the timely removal and lawful disposal of all eligible storm-generated debris. The term "eligible," as used in this Agreement, means qualifying for emergency funding under the standards promulgated by FEMA. The term "debris," as used in this Agreement, includes all forms of disaster-generated debris, such as vegetative, demolition, construction, household goods ("white goods"), hazardous and industrial waste materials.

4.3 Contracted services will include clearing of roadways and access routes (“the emergency push”), removal and hauling of hurricane debris in the rights of way, clearing and removal of hangers, leaners, and stumps, and other Right of Entry services when determined as necessary to:

- 4.3.1 Eliminate immediate threats to life, public health, and safety.
- 4.3.2 Eliminate immediate threats of significant damage to improved public or private property.
- 4.3.3 Ensure the economic recovery of the affected community for the benefit of the community at large.

Services include:

Pre-event

- 4.3.4 Participate in meetings, workshops, training sessions and the refinement of the City Disaster Debris Management Plan.
- 4.3.5 Visit the City-designated temporary debris management site(s).
- 4.3.6 When requested by City, provide the necessary staff at the City Emergency Operations Center (EOC) to assist in the planning process.
- 4.3.7 Pre-positioning of equipment and personnel in close proximity to City prior to the storm for immediate use after the storm.

Post Event

- 4.3.8. Provide technical advice to the City.
- 4.3.9 Emergency push/road clearance in coordination with debris monitoring firm(s).
- 4.3.10 Debris collection and hauling to City-designated locations.
- 4.3.11 Provide other as-requested field services.
- 4.3.12 Provide collection tickets and reports in electronic or hard copy format, as determined by City, compatible to the debris monitoring firm(s) and City systems.
- 4.3.13 Begin immediate emergency push of vegetative and construction and demolition debris from City streets.

- 4.3.14 Objective to clear at least one (1) lane of traffic on every City street within twenty-four (24) hours.
- 4.3.15 Vegetative and construction and demolition debris collection and disposal.
- 4.3.16 Follow FEMA policies for vehicle and equipment certification and collection and disposal procedures.
- 4.3.17 Maintain documentation necessary for verification for services rendered as necessary for FEMA reimbursements to City.

4.4 These contracted services shall provide for the cost effective and efficient removal and lawful disposal of debris on all public streets, roads, and other rights-of-way, including any other locally-owned facility or site as may be directed by the City, and in accordance with federal requirements. Agreement services will only be performed when requested and as designated by the City, by approved Work Authorization issued by the City. Contractor shall load and haul the debris from within the legal boundaries of the City to a site(s) specified by the City. Contractor shall use mechanical equipment to load and reasonably compact debris into the trucks and trailers.

4.5 Contractor is the City's contractor for storm debris collection and disposal and is expected to provide sufficient resources after the storm to perform the work. However, this is not a guarantee of work. City reserves the right to assign work to various contractors, at its sole discretion. Depending on the intensity of the storm, Contractor represents it has the ability to provide sufficient work forces and equipment after a storm for the performance of the Contractor and the City reserves the right to utilize one or more other contractors determined solely by the City. This approach will provide the City with the maximum flexibility to adequately react to the unknown variables of a storm event.

4.6 City reserves the right to approve in writing all subcontractors hired by the Contractor and to require the Contractor to dismiss a subcontractor upon request.

4.7 Contractor shall load and haul all eligible debris to an approved and certified temporary debris management site (TDMS) or other disposal destination, as specified by the City. All collection and hauling will be consistent with federal and state requirements applicable to the disaster event. The Contractor will ensure compliance with instructions from the City regarding the collection, hauling and disposal of hazardous wastes and other categories of debris.

4.8 Payment will be made to Contractor based on verification of the load tickets and verification that the debris was handled in accordance with FEMA requirements.

4.9 Contractor shall invoice City for debris handling regularly and for no more than thirty (30) day periods.

4.10 It is understood that the City's intent is to have the work performed and paid for in a manner consistent with FEMA reimbursement regulations. Payment will only be made for debris that FEMA determines eligible. In addition, payments based upon time and material costs

are limited to work performed during the first seventy (70) hours of work, or for a period as determined by FEMA rules, of actual work following a disaster event.

4.11 Contractor agrees to perform contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations, and permits. Only the highest quality workmanship will be acceptable. Services, equipment and workmanship not conforming to the intent of Agreement or meeting the approval of the City may be rejected. Replacements, rework or both, completed as required, will be accomplished on a timely basis at no additional cost to the City. Contractor shall ensure that its workers, and those of its subcontractors, if any, are sufficiently trained on the scope of work, and the work to be done in order for the City to be reimbursed by FEMA for eligible debris removal.

4.12 Contractor shall provide a copy of the Contractor's General Operations Plan within seven (7) days following the execution of this Agreement with the City. The City will approve the General Operations Plan prior to its implementation within the City. The Contractor shall have the authority to implement all actions required to begin the performance of contracted services as set out in this Agreement and Contractor's General Operations Plan.

4.13 When a Notice to Proceed is given by City to the Contractor prior to a storm event, the Contractor is expected to pre-position equipment in close proximity to the City for immediate use after the storm winds subside to a safe level (under 40 miles per hour) and begin the emergency push. Contractor will make all necessary arrangements to mobilize a minimum of 50% of the required resources for the emergency push within two (2) hours and 100% of the required resources within eight (8) hours for the emergency push. Contractor will make all necessary arrangements to mobilize a minimum of 50% of the required resources within seventy-two (72) hours and 100% of the required resources within one hundred and twenty (120) hours to commence and conduct the storm debris collection and removal. The City may take actions as necessary to address the failure of the Contractor to mobilize resources on the schedule required by the City.

4.14 All Work shall be scheduled through the City Public Services Director or designee. Contractor will begin the emergency push immediately after a storm.

4.15 The Contractor shall preserve from damage all property adjacent to the Work sites. The Contractor shall erect and maintain all necessary barricades, suitable and sufficient red lights, danger signals, signs, and post flagmen, and shall take all necessary precautions for the protection of the Work and safety of the public. The Contractor is required to repair or replace any damages made to public and private property.

4.16 Contractor shall provide a safe and clean working environment for performing the services pursuant to this Agreement.

4.17 Contractor means and method of debris collection will be performed in a manner that does not leave storm debris and material on the streets. A combination of front end loaders and clam shell trucks will be used for debris removal. Immediately after storm debris piles are removed by large equipment, Contractor will ensure that the remains of the piles are also collected and hauled away. Contractor shall not leave storm debris and materials in the rights of way.

4.18 Contractor representative is not employed by or affiliated with the City's Storm Debris Collection Monitoring and FEMA Public Assistance Grant Administrator Contractor.

5.0 Agreement Period

5.1 The initial Agreement period is for three (3) years beginning on _____ 1, 2020 and expiring on May 31, 2023. The Agreement can be extended for three (3) additional one (1) year periods with the written approval of the City Manager and Contractor executed no less than sixty (60) days prior to the expiration date. Unit prices will remain firm for the first three-year term and the City Manager may negotiate and approve reasonable price adjustments in the subsequent Contract years as long as acceptable within FEMA guidelines.

5.2 Contractor agrees that all Work shall be prosecuted regularly, diligently and uninterrupted at such rate of progress as will ensure full completion of it within a time specified by City. Failure to achieve timely, completion shall be regarded as a breach of this Agreement and subject to the appropriate remedies. A specific time limit on the period of performance for the work to be done will be identified for each storm event depending on the amount of debris that needs to be collected and disposed of. The City Manager will issue a written notice to proceed for each storm event.

6.0 Agreement Price and Payment

The City agrees to pay Contractor unit pricing for the faithful performance of the Services of this Agreement. Prices for work completed by the Contractor are reflected in Contractor's proposal. Mobilization, stand-by costs, and reduction in productivity are included in the Agreement price. Contractor will be paid unit pricing for Work as reflected in Contractor's Proposal attached as Exhibit A. All work will be paid on unit prices. Payment will be made only for Work that FEMA determines eligible. Payments will be made pursuant to Article 17 of this Agreement.

7.0 Contractor Responsibilities

In addition to those responsibilities enumerated in Article 4.0 above, the Contractor shall be responsible for the following:

7.1 Contractor shall bear all of its own operating costs and is responsible for all permit and license fees, and maintenance of its own trucks and equipment to keep such property in a condition and manner adequate to accomplish contracted services. Upon receipt and acceptance of full documentation of the performance of services and an accurate invoice as specified by the City, the Contractor shall be reimbursed on a unit price basis as specified in the Agreement.

7.2 In addition, all costs related to labor, materials, and equipment shall be fair, reasonable, and consistent with costs set forth in the most current version of the FEMA Schedule of Equipment Rates, to be applied at all times for implementation of the Agreement. The City will not pay higher costs than the FEMA approved rate, or in a manner inconsistent with FEMA reimbursement regulations, regardless of what is identified in the proposal or Agreement.

7.3 The Contractor shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. Contractor will be required to provide debris volume estimates in support of proposed costs. Contractor will provide hard copies of volume estimates and all supporting documentation in order to determine if the methodology that the Contractor used to estimate debris was an acceptable and reasonable methodology.

7.4 As an inducement for City to enter into this Agreement, Contractor has represented an expertise in storm debris collection and removal following FEMA guidelines for approved collection methods, record keeping, and reimbursement by FEMA for the Work. In reliance upon those representations, City retained Contractor to provide storm debris collection and removal services. Contractor shall be liable for any negligence or breach of any other legal duty to the extent and in the manner as set forth in this Agreement.

7.5 Contractor shall supervise and direct the Work competently and efficiently, devoting such attention to it and applying Contractor's best skill, attention and expertise. In coordination with the City, Contractor shall be responsible for and have control over the means, methods, techniques, sequences and procedures of construction. Contractor shall be responsible to see that the finished Work complies with FEMA guidelines.

7.6 During the progress of on-site work, Contractor shall provide full-time competent project supervision and any necessary assistants. The Contractor may, with the permission of the City Manager, or designee, schedule prosecution of the Work during times not otherwise allowable for work within the City as restricted by City ordinance.

7.7 The day-to-day management of the Project Subcontractors' schedules and requests for payment shall be conducted by a competent project manager. The project manager will regularly coordinate with the City Manager or designee and the City's debris collection monitor.

7.8 Contractor shall provide and pay for competent, suitably qualified personnel to perform the Work. Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. Contractor shall at all times maintain good discipline and order for the Work.

7.9 Contractor shall furnish, pay for and assume full responsibility for all materials, equipment, transportation, machinery, tools, appliances, water, heat, utilities and all other facilities and services necessary for the furnishing, performance, testing, start-up, mobilization, and proper completion of the Work.

7.10 Contractor shall be fully responsible to City for all acts and omissions of the Contractor's employees, subcontractors, suppliers and other persons directly or indirectly employed by its subcontractors, suppliers and of persons for whose acts any of them may be liable and any other persons and organizations performing or furnishing of the Work under a direct or indirect Agreement with Contractor. Nothing in the Agreement Documents shall create any contractual relationship between City and any such subcontractor, supplier or other person or organization, nor shall it create any obligation on the part of City to pay or to see to the payment of any monies due any such subcontractor, supplier or other person or organization except as may otherwise be required by laws and regulations.

7.11 All Work performed for Contractor by a subcontractor will be pursuant to an appropriate agreement between Contractor and the subcontractor which specifically binds the subcontractor to the applicable terms and conditions of the Agreement Documents for the benefit of City, and consistent with a subcontract plan. Contractor must submit a subcontract plan including a clear description of the percentage of the work the Contractor may subcontract out and a list of subcontractors the Contractor plans to use.

7.12 Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others.

7.13 Contractor shall comply with and give all notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to the performance of the Work. City shall not be responsible for monitoring Contractor's compliance with any laws and regulations.

7.14 Contractor shall pay all sales, consumer, use and other similar taxes required to be paid in accordance with the laws and regulations of the State of Florida and its political subdivisions. Contractor is responsible for reviewing the pertinent state statutes involving such taxes and complying with all requirements. City shall pay all tipping or disposal fees assessed, incurred, or charged at the temporary debris management site (TDMS) if any TDMS is used by the City, or other disposal destination that is specified by the City.

7.15 Contractor shall confine equipment, the storage of materials and equipment and the operations of workers to the Project areas and shall not unreasonably encumber any areas with equipment or other materials, particularly on private property. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant of them or of any land or areas contiguous to them, resulting from the performance of the Work. Should any claim be made against City by any such owner or occupant because of the performance of the Work, Contractor shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim. The general indemnification provided elsewhere in the Agreement Documents specifically applies to claims arising out of Contractor's Work.

7.16 Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work to prevent damage, injury and loss to all employees performing the Work and other persons and organizations who may be affected by it and to all the Work and materials and equipment to be incorporated in it. Contractor shall provide a safe and clean working environment.

7.17 Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons and property and to protect them from damage, injury or loss.

7.18 If required by City, Contractor shall promptly, as directed, either correct all defective Work or, if the Work has been rejected by City, remove it and replace it with non-defective Work. Contractor shall bear all direct costs of such correction or removal (including but not limited to fees and charges of engineers, architects and other professionals) made necessary by such actions.

7.19 Contractor will provide all necessary cooperation with the City's Storm Debris Monitoring Firm ("Monitoring Firm"). Contractor understands that City will be seeking reimbursement from FEMA for the Work, and that FEMA and the Monitoring Firm will require specific reporting and documentation from the Contractor. The Contractor shall participate in all monitoring by FEMA and the City's Monitoring Firm, and provide all documentation requested by FEMA and the City's Monitoring Firm for City's reimbursement for payments for the Work. In the event the City's reimbursement is denied solely as a result of Contractor's failure to comply with this paragraph, City shall have a right to recover all such non-reimbursed payments from Contractor.

7.20 In the event of post-event payment reviews and audits by any governmental entity that reimbursed the City for storm collection and disposal services and collection monitoring services, Contractor shall provide all required documentation in its possession related to such review and audit.

7.21 Environmental Protection - Any and all fluids or chemicals (work-related materials such as oil-drip, absorbents, etc.) used by the Contractor(s) must be used and disposed of in accordance with all rules and regulations of local, state and federal regulatory agencies. Contractor(s) and subcontractors shall not perform maintenance on over-the-road equipment at DMS(s). Maintenance of equipment that typically remain at the DMS (e.g., track hoes, front end loaders, grinders, etc.) may be conducted at the DMS provided best management practices are followed and all wastes are managed and disposed of in accordance with all rules and regulations of local, state and federal regulatory agencies. The Contractor(s) shall, at its own expense, ensure that noise and dust pollution is minimized to comply with all City and County and state laws and the approval of the City Debris Manager. The Contractor(s) shall comply in a timely manner with all directions of the City Debris Manager regarding the use of a water truck or other approved dust abatement measures. The Contractor(s) shall comply with all laws, rules, regulations and ordinances regarding environmental protection.

The Contractor(s) shall immediately report and document all incidents to the City Debris Manager or the authorized representative that affect the environmental quality of DMS(s) such as, but not limited to, hydraulic fluid leaks, oil spills or fuel leaks. The Contractor must notify the City regarding any fluid or chemical spillage so that the City or its authorized representative can review and approve of the cleanup. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

The Contractor shall take immediate containment action as necessary to minimize the effect of any spill or leak. Cleanup shall be done in accordance with applicable federal, state and local laws and regulations. Petroleum, oil, and lubricant spills shall be reported to the National Response Center, Broward County Environmental Protection Department and the City Debris Manager immediately following discovery. A written follow-up shall be submitted to the City Debris Manager not later than 7 days after the initial report. The written report shall be in narrative form and, as a minimum, shall include the following.

- Description of the material spilled (including any identity, quantity, etc.)
- Determination as to whether or not the amount spilled is EPD/DEP reportable and when and to whom it was reported.
- Exact time and location of spill, including description of the area involved.
- Receiving waters (including, but not limited to canals and drainage areas)
- Cause of incident and equipment and personnel involved.
- Injuries or property damage.
- Duration of discharge.
- Containment procedure implemented.
- Summary of all communications the Contractor has had with press or other officials.
- Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.

8.0 Defective Work

If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Agreement Documents, City may order Contractor to stop the Work, or any portion of it, until the cause for such order has been eliminated; however, this right of City to stop the Work shall not give rise to any duty on the part of City to exercise this right for the benefit of Contractor or any other party.

9.0 City Manager Responsibilities

9.1 City Manager, or designee, such designation to be made in writing, will be City's contact person during the work period and until final close-out of the Project.

9.2 City Manager, or designee, will make visits to the work areas to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Agreement Documents. City Manager's, or designee's, efforts will be directed toward providing for City a greater degree of confidence that the completed Work will conform with FEMA guidelines and Agreement Documents.

9.3 City Manager, or designee, will issue, with reasonable promptness, such written clarifications or interpretations of the technical requirements of the Agreement Documents as City Manager or designee may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Agreement Documents. Should Contractor fail to request interpretation of questionable items in the Agreement Documents, City will thereafter not entertain any excuse for failure to execute the Work in a satisfactory manner, or for payment of work claimed by Contractor that is not authorized by the terms of this Agreement.

9.4 City Manager, or designee, will interpret and decide matters concerning performance under the requirements of the Agreement Documents upon written request of either City or Contractor. City Manager, or designee, will make initial decisions on all claims, disputes or other matters in question between City and Contractor. Written notice of each such claim, dispute or other matter will be delivered by claimant to City Manager, or designee, and the other party but in no event later than ten (10) calendar days after the occurrence of the event giving rise to it, together with written supporting data.

9.5 In the event City and Contractor disagree upon whether Contractor is entitled to be paid for Work required by City, or in the event of any other disagreements over the scope of Work included within the Agreement Price, City and Contractor agree to negotiate in good faith to resolve the issue amicably. As part of the negotiation process, Contractor shall furnish City with a good faith estimate of the costs to perform the disputed Work in accordance with City's interpretations. If the parties are unable to agree, and City expects Contractor to perform the Work in accordance with City's interpretations, Contractor shall proceed to perform the disputed Work, conditioned upon City issuing a written order to Contractor directing Contractor to proceed and specifying City's interpretation of the Work that is to be performed.

9.6 City Manager or designee is authorized to make Field Orders and execute Work Directives in the best interests of the health, safety, and welfare of the citizens and residents of the City.

10.0 Insurance

UPON EXECUTION OF THE AGREEMENT, THE CONTRACTOR SHALL SUBMIT CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT THE CITY OF DANIA BEACH IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGE AND THE OPERATIONS OF THE CONTRACTOR UNDER THE AGREEMENT.

10.1 The coverages are specified in the RFP and are incorporated by this reference. The Certificates of Insurance shall not only name the types of policies provided, but shall also specifically refer to this Agreement and shall state that such insurance is as required by Article 10 and its subparts of this Agreement. Contractor shall not commence work under this Agreement until after Contractor has obtained all of the minimum insurance herein described and the policies of such insurance detailing the provisions of coverage have been received and approved by City. Contractor shall not permit any Subcontractor to begin work until after similar minimum insurance to cover Subcontractor has been obtained and approved. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the term of this Agreement, then in that event, Contractor shall furnish a renewed Certificate of Insurance as proof that equal and like coverage and extension is in effect. Contractor shall not continue to perform the services required by this Agreement unless all required insurance remains in full force and effect.

10.2 Insurance Companies selected must be acceptable to the City. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, or renewal refused until at least thirty (30) calendar days written notice has been given to City by regular mail.

10.2.1 Workers' Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, United States Longshoremen's and Harbor Worker's Act, the Federal Employer's Liability Act, and the Homes Act shall be provided with a minimum of One Million dollars (\$1,000,000) limit, and One Hundred Thousand dollars (\$100,000) per accident. Contractor agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

10.2.2 Comprehensive Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by the Contractor in the performance of the work with the following minimum limits of liability:

\$1,000,000 Combined Single Limit, Bodily Injury and Property Damage Liability, per occurrence.

10.2.3 Comprehensive General Liability Insurance (occurrence form) with the following minimum limits of liability:

\$1,000,000 Combined Single Limit, Bodily Injury and Property Damage Liability, per occurrence and \$2,000,000 annual aggregate

Comprehensive General Liability coverage. City shall be named as an additional insured.

10.2.4 Coverage must be offered in a form no more restrictive than the latest edition of the Comprehensive General Liability Policy without restrictive endorsements, as filed by the Insurance Services Office and shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

- 10.2.4.1 Premises and Operations;
- 10.2.4.2 Independent Contractors;
- 10.2.4.3 Product and Completed Operations Liability;
- 10.2.4.4 Broad Form Property Damage;
- 10.2.4.5 Broad Form Contractual Coverage applicable to Agreement;
- 10.2.4.6 Personal Injury Coverage;
- 10.2.4.7 Explosion, collapse, underground coverage (XC-U)

10.3 The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the following minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

10.4 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against City with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.

10.5 The Contractor shall ensure that any company issuing insurance to cover the requirements contained in this Agreement agrees that they shall have no recourse against City for payment or assessments in any form on any policy of insurance.

10.6 The clauses "Other Insurance Provisions" and "Insurers Duties in the Event of an Occurrence, Claim or Suit" as it may appear in any policy of insurance in which City is named as an additional named insured shall not apply to City. City shall provide written notice of occurrence within fifteen (15) business days of City's actual notice of such an event.

10.7 The Contractor agrees to perform the Work under the Agreement as an independent Contractor, and not as a Subcontractor, agent or employee of City.

10.8 Contractor shall require each of its Subcontractors of any tier to maintain the insurance required herein for each category, and Contractor shall provide verification thereof to City upon request of City.

10.9 Violation of the terms of this Article and its subparts, including without limitation, a lapse or cancellation of any required insurance, shall constitute a breach of the Agreement and City, at its sole discretion, may cancel the Agreement and all rights, title and interest of the Contractor shall thereupon cease and terminate.

10.10 City shall not be responsible for purchasing and maintaining any insurance to protect the interests of Contractor, Subcontractors or others on the Work; provided that should the insurance outlined above be canceled for any reason, the City shall have the right to purchase equivalent insurance and charge the cost of that insurance against any amount due the Contractor under the terms of this Agreement, or find the Contractor in default and terminate this Agreement; provided, that 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.

11.0 Performance and Payment Bonds

Contractor shall execute and furnish to City a Performance Bond and a Payment Bond when issued a Notice to Proceed for a storm event, each written by a corporate surety, having a resident agent in the State of Florida. The surety company shall have at least the following minimum qualification in accordance with the latest edition of A.M. Best's Insurance Guide, published by Alfred M. Best Company, Inc., Ambest Road, Oldwick, New Jersey 08858: A to A+. The penal sum stated in each Bond shall be the amount equal to the total one hundred and twenty-five percent (125%) of the amount payable under the terms of the Agreement. The Performance Bond shall be conditioned that the Contractor perform the Work in the time and manner prescribed in the Agreement. The Payment Bond shall be conditioned that the Contractor promptly make payments to all persons who supply the successful Proposer with labor, materials and supplies used directly or indirectly the prosecution of the Work. Pursuant to the requirements of Section 255.05(1)(a), Florida Statutes, it shall be the duty of the Contractor to record the aforesaid Performance and Payment Bonds in the public records of Broward County, with the successful Proposer to pay all recording costs.

12.0 Warranties; Tests; Inspections; and Correction of Defective Work

12.1 The Contractor warrants that all services will be performed in a workmanlike manner.

12.2 Contractor warrants to the City that it will comply with all applicable federal, state and local laws, regulations, and orders, including without limitation those issued by FEMA in carrying out its obligations under the Agreement.

12.3 Contractor warrants to the City that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Agreement.

12.4 Contractor warrants to the City that the consummation of the Work provided for in the Agreement Documents will not result in the breach of any term or provision of, or constitute a default under any indenture, mortgage, Agreement, or agreement to which the Contractor is a party.

12.5 No warranty, either express or implied, may be modified, excluded or disclaimed in any way by Contractor. All warranties shall remain in full force and effect, notwithstanding acceptance and payment by City.

12.6 Contractor warrants to City that the consummation of the work provided for in the Agreement documents will not result in the breach of any term or provision of, or constitute a default under any indenture, mortgage, Agreement, or agreement to which Successful Proposer is a party.

12.7 Contractor shall furnish all guarantees and warranties to the Public Services Department prior to final acceptance and payment. The warranty period shall commence upon final acceptance of the product.

12.8 Conditions of Material

All materials and products supplied by the Proposer in conjunction with this proposal shall be new, warranted for their merchantability, fit for a particular purpose, free from defects and consistent with industry standards. The products shall be delivered to the City in excellent condition. In the event that any of the products supplied to the City are found to be defective or do not conform to the specifications, the City reserves the right to return the product to the Contractor at no cost to the City.

12.9 Copyrights Or Patent Rights

The Proposer warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of this Agreement. The Contractor agrees to hold the City harmless from all liability, loss or expense occasioned by any such violation.

12.10 Safety Standards

The Proposer warrants that the product(s) supplied to the City shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970 as amended, and shall be in compliance with Chapter 442, Florida Statutes as well as any industry standards, if applicable. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).

13.0 Public Records

13.1 Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor 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 Agreement, and following completion of the Agreement until the records are transferred to the Owner.

13.2 Upon request from the Owner custodian of public records, Contractor shall provide the Owner 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.

13.3 Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Owner.

13.4 Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the City Manager, at no cost to the Owner, within seven (7) days. All such records stored electronically by Owner shall be delivered to the Owner in a format that is compatible with the Owner's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

13.5 Any compensation due to Contractor shall be withheld until all records are received as provided in this Article.

13.6 Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Owner.

Section 119.0701(2)(a), Florida Statutes

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

Custodian of Records: THOMAS SCHNEIDER, CITY CLERK
Mailing Address: 100 W. Dania Beach Boulevard
Dania Beach, Florida 33004

Telephone number: 954-924-9800, Ext. 3623

Email: tschneider@daniabeachfl.gov

14.0 Changes in Work

14.1 City, without invalidating this Agreement, may order additions, deletions or revisions to the Work. Such additions, deletions or revisions shall be authorized by a Written Amendment, or Work Directive executed by the City Manager. All Agreement amendments and modifications will be in writing.

14.2 No claim against City for extra Work in furtherance of such Written Amendment or Work Directive shall be allowed.

15.0 Contractor Indemnification

The Indemnification provision in the RFP is incorporated in the Agreement by this reference.

16.0 Contracting with Small and Minority businesses, Women's Business Enterprises, and Labor Surplus Area Firms

The RFP provision in the RFP is incorporated in the Agreement by this reference.

17.0 Payments and Completion of Work

17.1 Contractor may requisition payments for Work completed during the Project at intervals of not more than once a month, with each invoice covering a period of no more than thirty (30) days. The Contractor's requisition shall show a complete breakdown of the Project components, the quantities completed and the amount due, together with a certification by the Contractor that the Contractor has disbursed to all subcontractors and suppliers their pro-rata shares of the payment out of previous progress payments received by the Contractor for all Work completed and materials furnished in the previous period or properly executed releases of liens by all Subcontractors, suppliers and materialmen who were included in the Contractor's previous applications for payment, and any other supporting documentation as may be required by the City Manager or designee or Agreement Documents. Each requisition shall be submitted in duplicate to the City Manager, or designee, for approval; City shall have thirty (30) business days to approve or disapprove the requisition. If the requisition is not approved, the reasons therefor shall be stated with particularity. The City shall make payment to the Contractor within fifteen (15) calendar days after approval by the City Manager, or designee, of the Contractor's requisition for payment.

17.2 The final application for payment shall be accompanied by: (1) complete and legally effective releases or waivers of all liens arising out of or filed in connection with the Work; or (2) Contractor's receipts in full covering all labor, materials and equipment for which a lien or claim could be filed; or (3) a final affidavit stating that all laborers, materialmen, suppliers and subcontractors who worked for Contractor under this Agreement have been paid in full or if the fact be otherwise, identifying the name of each lienor/claimant who has not been paid in full and the amount due or to become due each for labor, services or materials furnished. If any Subcontractor or supplier fails to furnish a release or receipt in full, Contractor may furnish a bond satisfactory to City to indemnify City against any lien or claim.

17.3 If, on the basis of City Manager's, or designee's, observation of the Work during debris collection and removal and final inspection, and City Manager's, or designee's, review of the final Application for Payment and accompanying documentation, City Manager, or designee, is satisfied that the Work has been completed in accordance with the Agreement Documents and Contractor's other obligations under the Agreement Documents have been fulfilled, City Manager, or designee, will, present the Application to City for payment. Otherwise, City Manager, or designee, will return the Application to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application. Fifteen (15) calendar days after presentation to City of the Application and accompanying documentation, in appropriate form and substance, the amount recommended by City Manager, or designee, will become due and will be paid by City to Contractor.

17.4 Final payment, constituting the entire unpaid balance of the Agreement Price shall be paid by the City to the Contractor when the Work has been completed in accordance with the Agreement Documents, the Agreement has been fully performed, and a final certificate for payment has been issued by the City Manager, or designee. The making of final payment shall constitute a waiver of claims by City except those arising from:

17.4.1 Liens, claims, security interests or encumbrances arising out of this Agreement and unsettled.

17.4.2 Faulty or defective Work and latent defects discovered after acceptance.

17.4.3 Failure of the Work to comply with the requirements of the Agreement Documents.

17.4.4 Terms of special warranties required by the Agreement Documents.

17.4.5 Any of Contractor's continuing obligations, including without limitation warranties, under this Agreement.

17.5 The acceptance of final payment by Contractor or the Subcontractor for materials and supplies shall constitute a waiver of claims by that payee except those previously made in writing and identified by payee as unsettled at the time of final application for payment.

17.6 The City may withhold in whole or in part, final payment or any progress payment to such extent as may be necessary to protect itself from loss on account of:

17.6.1 Defective Work not remedied.

17.6.2 Claims filed or reasonable evidence indicating the probable filing of claims by other parties against the Contractor.

17.6.3 Failure of the Contractor to make payment to Subcontractors or suppliers for materials or labor.

17.6.4 Damage to another contractor not remedied.

17.6.5 Failure to carry out the Work in accordance with the Agreement Documents.

17.7 When the above issues are removed or resolved or the Contractor provides a surety bond or a consent of surety satisfactory to the City which will protect the City in the amount withheld, payment may be made in whole or in part.

18.0 City's Termination of Agreement

18.1 It is expressly understood and agreed that the City may terminate this Agreement, in total or in part, at any time for cause or convenience without penalty. In that event, the City's sole obligation to the Contractor shall be payment for services for work previously authorized and performed. Such payment shall be determined on the basis of the hours or percentage of work performed by the Contractor up to the time of termination. Upon such termination, the City may, without penalty or other obligation to the Contractor, elect to employ other persons to perform the same or similar services. City may terminate the Agreement upon the occurrence of any one or more of the following events:

18.1.1 If Contractor commences a voluntary case under any chapter of the Bankruptcy Code as now or hereafter in effect, or if Contractor takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency.

18.1.2 If a petition is filed against Contractor under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against Contractor under any other federal or state law in effect at the time relating to bankruptcy or insolvency.

18.1.3 If Contractor makes a general assignment for the benefit of creditors.

18.1.4 If a trustee, receiver, custodian or agent of Contractor is appointed under applicable law or under an agreement, whose appointment or authority to take charge of property of Contractor is for the purpose of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of Contractor's creditors.

18.1.5 If Contractor admits in writing an inability to pay its debts generally as they become due.

18.1.6 If Contractor persistently fails to perform the Work in accordance with the Agreement Documents (including but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule as same may be revised from time to time).

18.1.7 If Contractor disregards laws or regulations of any public body having jurisdiction, state and FEMA guidelines, or acceptable safety practices.

18.1.8 If Contractor otherwise violates in any substantial way any provisions of the Agreement Documents.

18.2 City reserves the right to terminate this Agreement immediately for unsatisfactory performance. In such case Contractor shall not be entitled to receive any further payment for additional work performed.

18.3 Termination for convenience/no cause. Upon fourteen (14) calendar days' written notice to Contractor, City may, without cause and without prejudice to any other right or remedy, terminate this agreement for City's convenience, without any reason and at any time, whenever City determines that such termination is in the best interests of City. Where the Agreement is terminated for the convenience of City, the notice of termination to Contractor must state that the Agreement is being terminated for the convenience of City under the termination clause, the effective date of the termination and the extent of termination. Upon receipt of the notice of termination for convenience, Contractor shall promptly discontinue all Work at the time and to the extent indicated on the notice of termination, terminate all outstanding subcontractors to the extent that they relate to the terminated portion of the Agreement, and refrain from placing further orders and subcontracts. Except as set forth below, Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

18.4 Termination for Cause. If the Contractor fails to provide the Services, or shall in any other manner commit a breach of the Agreement and fails to remedy the same within five (5) calendar days after written notice from the City, the City may terminate the Agreement resulting from the RFP without any further notice to the Contractor. City representatives will review the Services periodically to assure that the requirements of the Agreement are being met. If any portion of the Services are unsatisfactory, the Contractor shall be contacted, and the discrepancies corrected at no additional cost to the City. Failure on the part of the Contractor to comply with the conditions, terms, specifications and requirements of the Proposal shall be just cause for cancellation of the Proposal award. The City shall be the sole judge of nonperformance.

18.5 Liquidated Damages

Should the Contractor fail to complete requirements set forth in this scope of work, the City will suffer damage. The amount of damage suffered by the City is difficult, if not impossible to determine at this time. Therefore, the Contractor shall pay the City, as liquidated damages, the following:

- a. The Contractor shall pay the City, as liquidated damages, \$1,000.00 per calendar day of delay to mobilize in the City with the resources required to begin debris removal operations, within seventy-two (72) hours of being issued a Notice to Proceed.
- b. The Contractor shall pay the City, as liquidated damages, \$500.00 per load of disaster debris collected in the City that is not disposed of at a City approved DMS or City approved Final Disposal Site and any associated fines levied by a third party. Application of liquidated damages does not release the Contractor of all liability associated with hauling and depositing material to an unauthorized location.
- c. The Contractor shall pay the City, as liquidated damages, \$500.00 per incident where the Contractor fails to repair damages that are caused by the Contractor or a subcontractor(s). Application of liquidated damages does not release the Contractor from the responsibility of resolving or repairing damages.

The amounts specified above are mutually agreed upon as reasonable and proper amount of damage the City should suffer by failure of the Contractor to complete requirements set forth in the scope of work.

18.6 Change Orders

The City, without invalidating this Agreement, may order additions, deletions or revisions to the Work. A written Amendment, Change Order or Work Change Directive shall authorize such additions, deletions or revisions. All Change Orders which, individually or when cumulatively added to amounts authorized pursuant to prior Change Orders for this Project, increase the cost of the Work to the City or which extend the time for completion, must be formally authorized and approved by the appropriate City authority prior to their issuance and before Work may begin. No claim against the City for extra Work in furtherance of a Change Order shall be allowed unless prior written City approval pursuant to this section has been obtained. The Contract Price and Contract Time shall be changed only by Change Order or written Amendment. The Project Manager shall prepare Proposed Change Orders on forms provided by the City. When submitted for approval, they shall carry the signature of the Public Works Director, the City Manager, and the Contractor.

If the City and the Contractor are unable to agree as to the extent, if any, of an adjustment in the Contract Price or an adjustment of the Contract times that should be allowed as a result of a Work Change Directive, a claim may be made for it. The Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract times with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents is required by the provisions of any bond to be given to a surety, the giving of any such notice will be the Contractor's responsibility and the amount of each applicable bond shall be adjusted accordingly.

Any claim for adjustment in the Contract Price or time shall be based upon written notice delivered by the party making the claim to the other parties and to the Engineer/Project Manager not later than fifteen (15) calendar days after the occurrence or event giving rise to the claims and stating the general nature of the claim. No claim for an adjustment in the Contract Price or an extension of the contract time will be valid if not submitted in accordance with this Paragraph.

The cost or credit to the City from a change in the Work shall be determined by one or more of the following ways:

- 1) By a Cost Analysis process to be performed on all change orders. The cost analysis for all change orders will include a separate determination of profit for each change order requested.
- 2) When only nominal quantities are to be changed, a Change Order may be determined by existing unit prices stated in the Contract Documents or subsequently agreed upon in writing. For substantive changes in quantities, Contractor shall be required to perform a cost analysis as required in the previous paragraph.

19.0 Notice, Computation of Time

19.1 All notices required by any of the Agreement Documents shall be in writing and shall be deemed delivered upon mailing by certified mail, return receipt requested to the following:

For City: Ana M. Garcia, ICMA-CM, City Manager
City of Dania Beach
100 West Dania Beach Boulevard
Dania Beach, FL 33004
Telephone: 954-824-6800

Copy to: Thomas Ansbrosio, City Attorney
100 West Dania Beach Boulevard
Dania Beach, FL 33004
Telephone: 954-824-6800

For Contractor: Ronald M. Bergeron, Sr., President
19612 S.W. 69 Place
Pembroke Pines, Florida 33332

Notice by facsimile shall not be deemed received until the party receiving such a notice receives a copy of such notice through certified mail, return receipt requested.

19.2 When any period of time is referred to in the Agreement Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation. A calendar day of twenty-four (24) hours measured from midnight to the next midnight shall constitute a day.

20.0 Miscellaneous

20.1 The duties and obligations imposed by the Agreement Documents and the rights and remedies available to the parties in this Agreement, and, in particular but without limitation, the warranties, guaranties and obligations imposed upon Contractor and all of the rights and remedies available to City under them, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available to any or all of them which are otherwise imposed or available by laws or regulations, by special warranty or guarantee or by other provisions of the Agreement Documents, and the provisions of this Paragraph will be as effective as if repeated specifically in the Agreement Documents, and the provisions of this Paragraph will survive final payment and termination or completion of the Agreement.

20.2 Contractor shall not assign, sublet or transfer this Agreement or its rights, title or interests in it without City's prior written approval as evidenced by a resolution duly adopted by the City Commission, which may be withheld for any or no reason. The obligations undertaken by Contractor pursuant to the Agreement shall not be delegated or assigned to any other person or firm unless City shall first consent in writing to the assignment, subletting or transfer of it. Violation of the terms of this Paragraph shall constitute a breach of Agreement by Contractor and the City may, at its discretion, cancel the Agreement and all rights, title and interest of Contractor shall thereupon cease and terminate.

20.3 Contractor and its employees, volunteers, subcontractors, and agents shall be and remain independent contractors and not agents or employees of City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking or venture between the parties to this Agreement.

20.4 Contractor shall only designate employees who are sufficiently skilled to provide the required services specified in this Agreement. Any person employed to provide the Services who fails, refuses or neglects to obey the instructions of the City's representative in anything relating to the Services, or who appears to be disorderly, insubordinate, or incompetent shall upon the order of City's representative, be immediately relieved by the Contractor from performing the Services. Any interference with, or any abusive or threatening conduct toward any City representative, City assistants or inspectors by the Contractor, its employees or agents, or any member of the public shall be grounds for the City to terminate the Agreement and re-let the Services. The Contractor shall furnish all labor, materials, supplies and equipment necessary to properly maintain all Services areas where Services are conducted in an acceptable and safe condition.

20.5 Contractor agrees that it or its officers, if a corporation or other legal entity, shall be held fully responsible, except as otherwise prohibited by law, for all acts of their employees while in their employ.

20.6 The remedies expressly provided in this Agreement to City shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of City now or hereafter existing at law or in equity.

20.7 Should any part, term or provision of this Agreement be decided by a court to be invalid, illegal or in conflict with any law of the State, the validity of the remaining portion or provision shall not be affected.

20.8 Neither party, nor its employees, shall have or hold any continuing or frequently recurring employment or contractual relationship, or have any adverse claim against the other party, that is substantially antagonistic or incompatible with that party's loyal and conscientious exercise or judgment related to its performance under this Agreement. This provision shall also apply to all of Contractor's subcontractors used for the work.

20.9 This Agreement may not be amended or modified except in writing, approved and executed by the parties with the same formalities and dignity as this Agreement.

20.10 The City reserves the right to assign work to various contractors, at its sole discretion, and this Agreement is not to be construed as a guarantee for work.

21.0 Nondiscrimination and Equal Opportunity Employment

During the performance of this Agreement, Contractor agrees as follows:

21.1 The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

21.2 Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

21.3 Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

21.4 Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

21.5 Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

21.6 In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts or federally assisted contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

21.7 Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

22.0 Compliance with the Copeland "Anti-Kickback" Act

22.1 Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Agreement.

22.2 Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these Agreement clauses.

22.3 Breach. A breach of the Agreement clauses above may be grounds for termination of the Agreement, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

23.0 Compliance with the Agreement Work Hours and Safety Standards Act

23.1 Overtime requirements. No Contractor or subcontractor contracting for any part of the Agreement work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such work week.

23.2 Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under Agreement for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

23.3 Withholding for unpaid wages and liquidated damages. FEMA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Agreement Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

23.4 Subcontracts. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

24.0 Clean Air Act

24.1 Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

24.2 Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

24.3 Contractor agrees to include these requirements in each subcontract exceeding \$100,000.00 financed in whole or in part with Federal assistance provided by FEMA.

25.0 Federal Water Pollution Control Act

25.1 Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

25.2 Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

25.3 Contractor agrees to include these requirements in each subcontract exceeding \$100,000.00 financed in whole or in part with Federal assistance provided by FEMA.

26.0 Suspension and Debarment

26.1 This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

26.2 The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

26.3 Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Agreement that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

27.0 Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000.00 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient.

28.0 Maximum use of products containing recovered materials

28.1 In the performance of this Agreement, Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired; (i) competitively within a timeframe providing for compliance with the Agreement performance schedule; (ii) meeting Agreement performance requirements; or (iii) at a reasonable price.

28.2 Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

29.0 Access to Records

29.1 Contractor agrees to provide City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

29.2 Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

29.3 Contractor agrees to provide the FEMA Administrator or the authorized representatives access to work sites pertaining to the work being completed under the Agreement.

30.0 Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund the Agreement only. Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

31.0 No Obligation by Federal Government

The federal government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the Agreement.

32.0 Program Fraud and False or Fraudulent Statements or Related Acts

Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Agreement.

33.0 Governing Law:

33.1 The laws of the State of Florida shall govern this Agreement. Venue shall be Broward County, Florida. The Agreement is not subject to arbitration. THE PARTIES EXPRESSLY WAIVE ALL RIGHTS TO TRIAL BY JURY FOR ANY DISPUTES ARISING FROM, OR IN ANY WAY CONNECTED WITH THIS AGREEMENT. THE PARTIES UNDERSTAND AND AGREE THAT THIS WAIVER IS A MATERIAL AGREEMENT TERM.

33.2 All claims, counterclaims, disputes and other matters in question between City and the Contractor arising out of, relating to or pertaining to the Agreement, the breach of it, the services of it, or the standard of performance required in it, are to be addressed by resort to non-binding mediation as authorized under the laws and rules of Florida; provided, however, that in the event of any dispute between the parties, the parties agree to first

negotiate with each other for a resolution of the matter or matters in dispute and, upon failure of such negotiations to resolve the dispute, the parties shall resort to mediation. If mediation is unsuccessful, any such matter may be determined by litigation in a court of competent jurisdiction in Broward County, Florida, or the Federal District Court of the Southern District of Florida and appropriate appellate courts for such venue and jurisdiction.

IN WITNESS OF THE FOREGOING, City and Contractor have signed this Agreement, in duplicate.

**Thomas
Schneider**

Digitally signed by Thomas Schneider
DN: cn=Thomas Schneider, o=City of
Dania Beach, ou=City Clerk,
email=tschneider@daniabeachfl.gov,
c=US
Date: 2021.02.10 18:25:25 -05'00'

THOMAS SCHNEIDER, CMC
CITY CLERK



APPROVED AS TO LEGAL FORM
AND CORRECTNESS;

Thomas J. Ansbro

Digitally signed by Thomas J. Ansbro
DN: cn=Thomas J. Ansbro, o=City of Dania Beach, ou=Legal
Department, email=tansbro@daniabeachfl.gov, c=US
Date: 2021.02.09 12:16:33 -05'00'

THOMAS J. ANSBRO, CITY ATTORNEY

CITY OF DANIA BEACH, FLORIDA,

Tamara James

Digitally signed by Tamara James
DN: cn=Tamara James, o=City of Dania
Beach, ou=Mayor,
email=tamarajames@daniabeachfl.gov,
c=US
Date: 2021.02.10 18:24:04 -05'00'

TAMARA JAMES, MAYOR

**Ana M.
Garcia**

Digitally signed by Ana M. Garcia
DN: cn=Ana M. Garcia, o=City of
Dania Beach, ou,
email=agarcia@daniabeachfl.gov,
c=US
Date: 2021.02.10 15:15:52 -05'00'

ANA M. GARCIA, ICMA-CM
CITY MANAGER

WITNESSES:

Signature

Jason Ottilige

PRINT Name

Signature

Brian Thomason

PRINT Name

CONTRACTOR:

**Bergeron Emergency Services, Inc.
a Florida corporation**

Signature

Ronald M. Bergeron, Jr.

PRINT Name

President

Title

STATE OF FLORIDA)

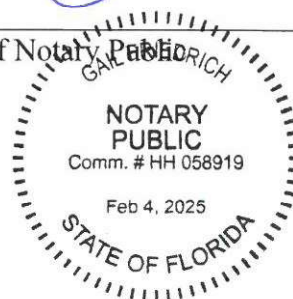
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, on 2/9/21, 2021, by Ronald Bergeron Jr, as President of Bergeron Emergency Services, a Florida corporation. He/she is personally known to me or has produced _____ as identification.

Notary Seal

Signature of Notary Public

Printed Name of Notary Public





City of Dania Beach Public Services Memorandum

DATE: 4/22/2025

TO: Mayor and Commissioners

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

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

**SUBJECT: BROWARD COUNTY INTERLOCAL AGREEMENT (ILA) FOR
OPTIONAL SERVICES AS PART OF THE “NATURESCAPE
IRRIGATION SERVICE AND RESIDENTIAL IRRIGATION REBATE
PROGRAM**

Request:

City administration requests authorization to enter into an ILA with Broward County (County) for Optional Services as a part of the “NatureScape Irrigation Service (NIS) and Residential Irrigation Rebate Program” (RIR) effective upon execution through September 30, 2030.

Background:

The Program will provide Dania Beach lead staff and city residents with professional evaluations and recommendations to implement more efficient landscape irrigation systems, as well as rebates for participants. The City has previously participated in this program, with the last year being FY2023-24. Under the ILA, three initial inspections and follow-up evaluations are included in the NIS “base fee” each of the five years, with the annual fee starting at roughly \$3,375.00 for the first year and escalating to \$3,948.27 for the last year. The RIR component of the program follows a similar approach, but with a decreasing scale in the amount of the rebates’ base cost, from \$6,750 in year 1 to \$5,264.36 in year 5. There are not-to-exceed total amounts of \$29,033.75 for the NIS and \$46,123.45 for the RIR which apply for the 5-year contract term.

Budgetary Impact

The not to exceed amount of \$75,157.20 will be funded from the Stormwater Mgmt./Other Current Charges/Obligations Permits & Licenses Account No. 403-38-01-538-49-30.

Recommendation

City Administration recommends the adoption of the resolution authorizing the City to enter into an ILA with Broward County for the NatureScape Irrigation Service and Residential Irrigation Rebate Program.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN INTERLOCAL AGREEMENT (“ILA”) FOR OPTIONAL SERVICES WITH BROWARD COUNTY RELATING TO SERVICES FOR THE NATURESCAPE IRRIGATION SERVICE AND RESIDENTIAL IRRIGATION REBATE PROGRAMS AUTHORIZING BROWARD COUNTY TO CONDUCT SPECIFIC TECHNICAL ACTIVITIES REQUIRED AS PART OF LANDSCAPE AND IRRIGATION SYSTEM EVALUATIONS IN AN AMOUNT NOT-TO-EXCEED SEVENTY-FIVE THOUSAND ONE-HUNDRED FIFTY-SEVEN DOLLARS AND TWENTY CENTS (\$75,157.20) OVER THE NEXT FIVE-AND-ONE-HALF YEARS (5.5); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dania Beach intends to enter into an Interlocal Agreement (“ILA”) with Broward County for Optional County Services for the NatureScape Irrigation Service (NIS) and the Residential Irrigation Rebate Program (RIR) providing municipalities and homeowners professional evaluations and recommendations for more efficient irrigation systems; and

WHEREAS, the term of the ILA is five-and-one-half (5.5) years and the cost for the NIS program is not-to-exceed Twenty-Nine Thousand Thirty-Three and 75/100 Dollars (\$29,033.75) and the cost of the RIR program is not-to-exceed Forty-Six Thousand One Hundred Twenty-Three and 45/100 Dollars (\$46,123.45); and

WHEREAS, the contract shall be in force upon execution through September 31, 2030; and

WHEREAS, the Director of the Public Services Department recommends, and the Administration supports City Commission approval of the Optional Services to the Interlocal Agreement offered by the County.

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

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

Section 2. That the proper City officials are authorized to execute a final agreement with Broward County for NIS and RIR programs, which agreement is attached and incorporated

by reference as Exhibit “A”.

Section 3. That funding will be appropriated and available within Stormwater Mgmt. Other Charges/Obligation Permits & Licenses Account No. 403-38-01-538-49-30.

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



Interlocal Agreement between Broward County and City of Dania Beach for Participation in the NatureScape Irrigation Service and Residential Irrigation Rebate Programs

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

RECITALS

- A. The NatureScape Irrigation Services ("NIS Program") provides irrigation system efficiency inspections on larger municipal and commercial sites.
- B. County established the Residential Irrigation Rebate Program ("RIR Program") through its NIS Program whereby the County performs irrigation system efficiency inspections and facilitates rebates to residents to offset costs to upgrade water-efficient irrigation system components within each Participant's water service area.
- C. Participant elected to participate in the NIS Program and RIR Program within its service area.

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

ARTICLE 1. DEFINITIONS

- 1.1. **Board** means the Board of County Commissioners of Broward County, Florida.
- 1.2. **City Manager** means the manager or administrator, whichever is applicable, that is the chief executive officer of the Participant.
- 1.3. **Contract Administrator** means the Director of the Natural Resources Division within Broward County's Resilient Environment Department, or such other person designated by same in writing.
- 1.4. **Services** mean all work required under this Agreement including, without limitation, all deliverables, consulting, training, project management, or other Services specified in Exhibit A.

ARTICLE 2. SCOPE OF SERVICES

- 2.1. County shall perform all County obligations identified in this Agreement including, without limitation, County Responsibilities specified in Exhibit A (the "Services" or "Scope of Services").

2.2. Participant agrees to perform all Participant obligations identified in this Agreement including, without limitation, the Participant Responsibilities specified in the Scope of Services outlined in Exhibit A.

2.3. The Scope of Services is a description of the Parties' obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks that are such an inseparable part of the work described that exclusion would render performance by either party impractical, illogical, or unconscionable.

2.4. NIS Program. Participant has elected to participate in the NIS Program. The Services to be provided as part of the NIS Program are further identified in Exhibit A of this Agreement.

Participant agrees to participate in the NIS Program and submitted a statement confirming to County the Participant's desired not-to-exceed amount of Twenty-Nine Thousand Thirty-Three and 75/100 Dollars (\$29,033.75) ("NIS Not-to-Exceed Amount"). The NIS Not-to-Exceed Amount includes Eighteen Thousand Two Hundred Eighty and 09/100 Dollars (\$18,280.09) for the base cost ("Base Cost") and Ten Thousand Seven Hundred Fifty-Three and 66/100 Dollars (\$10,753.66) for additional evaluations the Participant wishes to offer ("Additional Evaluations Cost").

2.5. RIR Program. Participant has elected to participate in the RIR Program. The Services to be provided as part of the RIR Program are further identified in Exhibit A of this Agreement.

Participant agrees to participate in the RIR Program and submitted a statement confirming to County the Participant's desired not-to-exceed amount of Forty-Six Thousand One Hundred Twenty-Three and 45/100 Dollars Dollars (\$46,123.45) ("RIR Not-to-Exceed Amount"). The RIR Not-to-Exceed Amount includes Twenty-Six Thousand Six Hundred Twenty-Three and 45/100 Dollars (\$26,623.45) for the base cost ("Base Cost") and Nineteen Thousand Five Hundred and 00/100 Dollars (\$19,500.00) as the amount Participant wishes to offer in rebates ("Rebate Amount").

2.6. Participant may change the NIS Program and/or RIR Program Not-to-Exceed Amount by changing the number of additional evaluations or rebates, as applicable, it wishes to offer. Participant must notify the County at least thirty (30) days before any change to the Additional Evaluations Cost and/or Rebate Amount can become effective. Furthermore, the change is not effective until the County provides written notice affirmatively acknowledging the change. If such notice reduces the NIS Not-to-Exceed Amount for evaluations and/or RIR Program Not-to-Exceed Amount for rebates, County shall cease performing evaluations and/or accepting applications, as applicable, from Participant residents, if the residents' participation would be in excess of the new Not-to-Exceed Amounts. However, decreasing the number of evaluations and/or rebates shall not relieve Participant of its obligation to compensate County for any evaluations actually conducted and/or rebates actually provided prior to the effective date of termination of this Agreement or prior to any notice of change pursuant to this section.

2.7. By participating in the NIS and RIR Programs, Participant acknowledges that County is responsible for administering the Programs. County shall make good faith efforts to consult with

Participant regarding the promotion and administration of the NIS and RIR Programs. Except as otherwise provided, all decisions including, without limitation, whether to offer a rebate on an individual basis, whether to offer an evaluation on an individual basis and the scope of the evaluations offered, the manner by which County promotes the NIS Program and the RIR Program, what rebates to offer, and the amount of the rebate shall be made in County's sole discretion.

ARTICLE 3. TERM AND TIME OF PERFORMANCE

3.1. Term. The term of this Agreement shall begin on the date it is fully executed by the Parties ("Effective Date") and continues through September 30, 2030 ("Initial Term"), unless otherwise terminated or extended as provided in this Agreement. The Initial Term and Extension Term(s), as those terms are defined in this article, are collectively referred to as the "Term."

3.2. Extensions. The Participant may extend this Agreement for up to one (1) additional five (5) year term (each an "Extension Term") on the same terms and conditions stated in this Agreement by sending notice to the County at least thirty (30) days prior to the expiration of the then-current term. By sending the thirty (30) day notice, the Participant agrees to any rate changes that will be applicable during the Extension Term. The County Administrator is authorized to accept any Extension Term and notice of same to Participant only by electronic mail shall be effective and sufficient.

3.3. Fiscal Year. The continuation of this Agreement beyond the end of any County fiscal year is subject to both the appropriation and the availability of funds pursuant to Chapter 129 and, if applicable, Chapter 212, Florida Statutes. If the County or Participant does not approve funding for any subsequent fiscal year, this Agreement shall terminate upon expenditure of the current funding, notwithstanding other provisions in this Agreement to the contrary.

ARTICLE 4. COMPENSATION

4.1. For all Services provided under this Agreement, Participant will pay County up to a maximum amount as set forth below. For the NIS Program, the NIS Not-to-Exceed Amount shall consist of the Base Cost and Additional Evaluations Cost as outlined in Section 2.4 and reflected in the table below. For the RIR Program, the RIR Not-to-Exceed Amount consists of the Base Cost and the Rebate Amount as set forth in Section 2.5 and the table below. Participant will not front the cost of individual rebates and devices. Instead, County will invoice Participant up to the Maximum Not-to-Exceed costs reflected in the chart below for actual rebates and devices issued within Participant's service areas within a given year.

NIS Program					
Yr^	Base Cost (includes 3 initial and 3 follow up evaluations)	Number of Additional Evaluations	Additional Evaluations Cost*	Maximum Not- to-Exceed Amount+	Invoice submitted by:

1	\$3,375.00	3	\$4,350.00	\$7,725.00	August 20, 2026
2	\$3,510.00	1	\$1,508.00	\$5,018.00	August 20, 2027
3	\$3,650.40	1	\$1,568.32	\$5,218.72	August 20, 2028
4	\$3,796.42	1	\$1,631.05	\$5,427.47	August 20, 2029
5	\$3,948.27	1	\$1,696.29	\$5,644.56	August 20, 2030

^Year 1 Base Cost covers Services from the Effective Date through September 2026. Years 2-5 include a four percent (4%) escalator per year on Services.

*Additional Evaluations are initial evaluations unless otherwise requested by Participant. Year 1 Additional Evaluations Cost includes three (3) additional evaluations to cover the extended service period.

+The Maximum Not-to-Exceed Amount includes the \$3,375.00 Base Cost and an additional \$1,450 per each additional evaluation.

RIR Program

Yr^	Base Cost (Administrative)	Rebate Amount	Maximum Not-to-Exceed Amount*	Invoice submitted by:
1	\$6,750.00	\$5,500.00	\$12,250.00	August 20, 2026
2	\$4,680.00	\$3,500.00	\$8,180.00	August 20, 2027
3	\$4,867.20	\$3,500.00	\$8,367.20	August 20, 2028
4	\$5,061.89	\$3,500.00	\$8,561.89	August 20, 2029
5	\$5,264.36	\$3,500.00	\$8,764.36	August 20, 2030

^ Year 1 covers Services from the Effective Date through September 2026. Years 2-5 include a four percent (4%) escalator per year on the \$4,500.00 Base Cost.

County shall have the option to refuse to perform any additional evaluations and may notify Participant in writing of this fact. If County elects to not perform an additional evaluation, Participant shall not be invoiced for that additional evaluation.

4.2. County will make a good faith effort to conduct as many evaluations and distribute as many rebates as possible within the designated amount identified in Sections 2.4 and 2.5 of this Agreement.

4.3. County shall submit its first invoice on August 20, 2026. Thereafter, County shall annually submit invoices by August 20th for work actually performed and for the final number of evaluations and final amount distributed as rebates, if any. Participant shall pay County within forty-five (45) days following receipt of County's invoice and as otherwise provided by Chapter 218, Florida Statutes. County may submit the final invoice up to sixty (60) days following the Term of this Agreement.

ARTICLE 5. INSURANCE

The Parties are entities subject to Section 768.28, Florida Statutes, and shall furnish the other party with written verification of liability protection in accordance with state law upon request by a party subject to this Agreement.

ARTICLE 6. TERMINATION

6.1. Termination for Cause. This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved party identifying the breach. This Agreement may be terminated for cause by County for reasons including, but not limited to, any of the following:

6.1.1. Participant's failure to suitably or continuously perform the Services in a manner calculated to meet or accomplish the objectives in this Agreement; or

6.1.2. By the County Administrator for fraud, misrepresentation, or material misstatement by Participant in the award or performance of this Agreement or that violates any applicable requirement of Section 1-81 of the Code.

Unless otherwise stated in this Agreement, if this Agreement was approved by Board action, termination for cause by County must be by action of the Board or the County Administrator; in any other instance, termination for cause may be by the County Administrator, the County representative expressly authorized under this Agreement, or the County representative (including any successor) who executed the Agreement on behalf of County. If County erroneously, improperly, or unjustifiably terminates this Agreement for cause, such termination shall be deemed a termination for convenience pursuant to Section 6.2 effective thirty (30) days after such notice was provided.

6.2. Termination for Convenience; Other Termination. This Agreement may also be terminated for convenience by either party with at least thirty (30) days advance written notice to the other party. The Parties acknowledge they received good, valuable, and sufficient consideration for the right to terminate this Agreement for convenience including in the form of the obligation to provide advance notice to the other party of such termination in accordance with this section. This Agreement may also be terminated by the County Administrator or City Manager upon such notice as the County Administrator or City Manager deems appropriate under the circumstances if the County Administrator or City Manager determines that termination is necessary to protect the public health, safety, or welfare. If this Agreement is terminated by either party pursuant to this section, County shall be paid for any Services properly performed through the termination date specified in the written notice of termination and neither party shall have any further obligation to pay County for Services under this Agreement.

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

ARTICLE 7. EEO COMPLIANCE

No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, gender identity and expression, or veteran or service member status in the performance of this Agreement. Failure by any party to carry out any of the requirements of this section shall constitute a material breach of this Agreement, which shall permit the other party to terminate this Agreement or to exercise any other remedy provided under applicable law, all such remedies being cumulative.

ARTICLE 8. MISCELLANEOUS

8.1. Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with Participant to manage and supervise the performance of this Agreement. Participant acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise materially modify the Scope of Services except as expressly set forth in this Agreement or, to the extent applicable, in the Broward County Procurement Code. Unless expressly stated otherwise in this Agreement or otherwise set forth in the Code or the Broward County Administrative Code, the Contract Administrator may exercise ministerial authority in connection with the day-to-day management of this Agreement. The Contract Administrator may also approve in writing minor modifications to the Scope of Services that do not increase the total cost to County or waive any rights of County.

8.2. Rights in Documents and Work. Any and all reports, photographs, surveys, documents, materials, data, or other work created by Participant in connection with performing Services, whether finished or unfinished ("Documents and Work"), shall be owned by County, and Participant hereby transfers to County all right, title, and interest, including any copyright or other intellectual property rights, in or to the Documents and Work. Upon expiration or termination of this Agreement, the Documents and Work shall become the property of County and shall be delivered by Participant to the Contract Administrator within seven (7) days after expiration or termination.

8.3. Public Records. Notwithstanding any other provision in this Agreement, any action taken by County in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119, Florida Statutes, shall not constitute a breach of this Agreement. If Participant is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Participant shall:

8.3.1. Keep and maintain public records required by County to perform the Services;

8.3.2. Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by applicable law;

8.3.3. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by applicable law for the

duration of this Agreement and after completion or termination of this Agreement if the records are not transferred to County; and

8.3.4. Upon expiration of the Term or termination of this Agreement, transfer to County, at no cost, all public records in possession of Participant or keep and maintain public records required by County to perform the Services. If Participant transfers the records to County, Participant shall destroy any duplicate public records that are exempt or confidential and exempt. If Participant keeps and maintains the public records, Participant shall meet all requirements of applicable law for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

If Participant receives a request for public records regarding this Agreement or the Services, Participant must 1) respond to the request consistent with the requirements of Chapter 119, Florida Statutes, and 2) immediately notify the Contract Administrator in writing and provide all requested records to County to enable County to timely respond to the public records request or, if necessary, to supplement the Participant's response.

Participant must separately submit and conspicuously label as "RESTRICTED MATERIAL – DO NOT PRODUCE" any material (a) that Participant contends constitutes or contains its trade secrets under Chapter 688, Florida Statutes, or (b) for which Participant asserts a right to withhold from public disclosure as confidential or otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (collectively, "Restricted Material"). In addition, Participant must, simultaneous with the submission of any Restricted Material, provide a sworn declaration or affidavit in a form acceptable to County from a person with personal knowledge attesting that the Restricted Material constitutes trade secrets or is otherwise exempt or confidential under Florida public records laws, including citing the applicable Florida Statute and specifying the factual basis for each such claim. Upon request by County, Participant must promptly identify the specific applicable statutory section that protects any particular document. If a third party submits a request to County for records designated by Participant as Restricted Material, County shall refrain from disclosing such material unless otherwise ordered by a court of competent jurisdiction, authorized in writing by Participant, or the claimed exemption is waived. Any failure by Participant to strictly comply with the requirements of this section shall constitute Participant's waiver of County's obligation to treat the records as Restricted Material.

IF PARTICIPANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PARTICIPANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-519-1270, NATURALRESOURCES@BROWARD.ORG, 115 S ANDREWS AVE, RM 329H, FORT LAUDERDALE, FLORIDA 33301.

8.4. Prohibited Telecommunications. Participant represents and certifies that Participant does not use, and for the Term will not provide or use, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of

any system, or as critical technology as part of any system, as such terms are used in 48 C.F.R. §§ 52.204-24 through 52.204-26.

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

8.6. Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a party to this Agreement and not in its regulatory capacity. If County exercises its regulatory authority, the exercise of such authority and the enforcement of applicable law shall have occurred pursuant to County's regulatory authority as a governmental body separate and apart from this Agreement and shall not be attributable in any manner to County as a party to this Agreement.

8.7. Governmental Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by either party nor shall anything included herein be construed as consent by either party to be sued by a third party in any matter arising out of this Agreement. Each party is a state agency or political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the acts and omissions of its agents or employees to the extent required by applicable law.

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

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

For County:

Broward County Natural Resources Division
NatureScape Irrigation Services
Attn: Vanessa Balta, Water Conservation Manager
Governmental Center, Room 329H
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Email address: vbalta@broward.org

For Participant:

Email address: _____

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

8.11. Conflicts. Neither Participant nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Participant's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. During the Term, none of Participant's officers or employees shall serve as an expert witness against County in any legal or administrative proceeding in which they or Participant is not a party, unless compelled by legal process. Further, such persons shall not give sworn testimony or issue a report or writing as an expression of such person's expert opinion that is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by legal process. The limitations of this section shall not preclude Participant or any persons in any way from representing themselves, including giving expert testimony in support of such representation, in any action or in any administrative or legal proceeding.

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

8.13. Compliance with Laws. Participant and the Services must comply with all applicable law, including, without limitation, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and the requirements of any applicable grant agreements.

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

8.15. Joint Preparation. This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either party.

8.16. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as “herein” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to “days” means calendar days, unless otherwise expressly stated. Any reference to approval by County shall require approval in writing, unless otherwise expressly stated.

8.17. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section shall prevail and be given effect.

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

8.19. Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of County and Participant.

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

8.21. Payable Interest

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

8.21.2. Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, one quarter of one percent (0.25%) simple interest (uncompounded).

8.22. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibit is incorporated into and made a part of this Agreement.

8.23. Multiple Originals and Counterparts. This Agreement may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.

8.24. Use of Parties' Logo. The Parties shall not use each other's name or logo in marketing or publicity materials without prior written consent from the other party. Consent to use the County's logo may be provided by the Contract Administrator. Consent to use the Participant's logo may be provided by the _____.

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

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: Broward County, through its Board of County Commissioners, signing by and through its County Administrator, authorized to execute same by Board action on the _____ day of _____, 20__; and City of Dania Beach, signing by and through its duly authorized representative.

COUNTY

BROWARD COUNTY, by and through
its County Administrator

By: _____
County Administrator

_____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By _____
Attorney's Name (Date)
Senior/Assistant County Attorney

By _____
Attorney's Name (Date)
Senior/Assistant County Attorney

ABC/wp
Name of Document
00/00/24
#[Imanage file #]

**Interlocal Agreement between Broward County and City of Dania Beach for Participation in
the NatureScape Irrigation Service and Residential Irrigation Rebate Programs**

Participant

CITY OF Dania Beach

ATTEST:

By: _____
JOYCE L. DAVIS, MAYOR

ELORA RIERA, MMC CITY CLERK

Print Name

_____ day of _____, 20____

I HEREBY CERTIFY that I have approved this
Agreement as to form and legal sufficiency
subject to execution by the parties:

EVE A. BOUTSIS, CITY ATTORNEY

Exhibit A

SCOPE OF SERVICES

Broward County NatureScape Irrigation & Residential Irrigation Rebate Programs

1. INTRODUCTION

The NatureScape Irrigation Services Program (“NIS Program”) provides irrigation system efficiency inspections on larger municipal and commercial sites as identified by partner agencies or the County NIS Program. NIS program staff identify operational efficiencies, maintenance concerns, and potential upgrades of system components to achieve increased water use efficiency. The overall objective of the NIS Program is to further water conservation strategies in support of consumptive use permit requirements and achieve water quality improvements as part of the United States Environmental Protection Agency's National Pollutant Discharge Elimination System permitting program. The NIS Program seeks to encourage municipalities and businesses in Broward County to adopt an enduring water conservation ethic that supports long-term water resource sustainability and to achieve permanent and measurable water savings through repair and upgrade of irrigation system components and through proper management of those systems.

The Residential Irrigation Rebate Program (“RIR Program”) provides irrigation system efficiency inspections and water conservation education to residents of partner municipalities and offers rebates to offset initial costs incurred in upgrading specified water-efficient irrigation system components. The RIR Program encourages Broward County residents to adopt an enduring water conservation ethic that supports long-term water resource sustainability and to achieve permanent and measurable water savings through repair and upgrade of irrigation system components and through proper management of those systems.

2. SCOPE OF SERVICES FOR THE NIS PROGRAM

The NIS Program Scope of Services in support of this Agreement is undertaken through the following series of tasks.

2.1 COUNTY RESPONSIBILITIES

A. ADMINISTRATION OF THE PROGRAM

- i. Provide overall administration of the Agreement. Except as otherwise provided, administration of the NIS Program will be left to the sole discretion of County.
- ii. Coordinate at least one (1) meeting annually with Participant to present annual NIS Program achievements, review administrative or logistical program issues, and consider new program promotions and opportunities for improvement.

- iii. Provide reports to Participant and other partners as requested on inspection results, any rebate expenditures to implement recommended improvements, and water savings. An annual report will outline the performance of the NIS Program and the status of goals and objectives. The report will include a list of sites inspected and water savings. The report will also address any unanticipated delays and issues that necessitate modification of the NIS Program. County will provide the annual report within 30 days following the completion of the County's fiscal year.
- iv. Optionally seek additional funds and support from local, state, and national sources including, but not limited to, SFWMD's Local Cooperative Funding Program, Water Sense Partnership (EPA), and local groups. In addition, County may solicit support from sponsors through County's Advantage Marketing program. Funds obtained from additional sources may be used to provide additional inspections or rebates, or to offset other costs at County's discretion.

B. NIS PROGRAM

- i. Perform at least six (6) evaluations, which include three (3) initial and three (3) follow up, per year on properties selected in coordination with Participant and located within the water service area of Participant. Participant elected to receive one (1) additional evaluations per year. County shall perform such additional evaluations. An additional evaluation shall be either an original (i.e., initial) or follow-up evaluation, at Participant's election. During Year 1, three (3) additional evaluations will be completed to cover the extended service period.
- ii. Evaluations will be performed by a NIS Program staff person with training in irrigation system design and operation, expertise in landscape best management practices, and with permission and participation of the property owner/manager. The initial evaluation will serve to assess current rates of water consumption as a function of existing landscape design and maintenance and be based on the existing irrigation system's condition and standard operation.
- iii. Provide, following the initial evaluation, the property owner/manager with specific written recommendations for reducing total irrigation demands and increasing irrigation system efficiency through appropriate modifications in the

landscape design, as well as irrigation system maintenance and operation. NIS Program staff will provide the property owner/manager a summary of the results of the evaluation in a site report and include the results in the Participant's annual program report. The site report will include a description of the irrigation system and site, a list of recommended improvements, and a summary of current water consumption and potential water savings if the recommended improvements are implemented.

- iv. Conduct follow up evaluations of sites inspected no more than three (3) months after the initial evaluation. Follow up evaluations will consist of an assessment of the degree to which the site-specific recommendations were implemented, and quantification of the water savings achieved by the implementation of the recommended improvements.
- v. Identify and coordinate property owners/managers interested in pursuing NatureScape Certification as part of the NIS evaluation. For interested property owners/managers, NIS Program staff will provide contact information for UF/IFAS Florida-Friendly Landscaping™ Program and National Wildlife Federation (NWF) Community Wildlife Habitats Program. Properties implementing an NIS evaluation and Florida-Friendly Landscape™ or NWF Community Wildlife Habitats recommendations are eligible for certification as NatureScape properties.
- vi. Conduct additional NIS site evaluations within each service area Participant elected to fund. These additional NIS evaluation sites may be selected at the discretion of County in coordination with Participant.
- vii. Prepare a five-year summary of the NIS program accomplishments prior to conclusion of the five-year term, that includes:
 - a. The total number and location of properties evaluated;
 - b. An analysis of potential versus actual water savings achieved as a result of the NIS Program;
 - c. A discussion of achieved improvements in landscape practices with consideration of water quality implications;

- d. An identification of properties certified as meeting NatureScape Broward criteria a result of the NIS Program; and
- e. An assessment of the overall performance of the NIS Program.

2.2 PARTICIPANT RESPONSIBILITIES:

- A. Provide one point of contact to coordinate with NIS Program on matters pertaining to this Agreement and inform NIS Program in writing within thirty (30) days after a change in point of contact.
- B. Participate in NIS Program meetings and provide comments within thirty (30) days after request on programmatic matters. Following such thirty (30) day period, NIS Program may assume Participant has no comments if none have been provided.
- C. Provide NIS Program with a list of at least six (6) properties in Year 1 and, at least four (4) properties annually in Years 2-5 within its water service area to be potential targets for the NIS Program and coordinate with NIS Program staff to identify appropriate properties within thirty (30) days after the start of each Program year under this Agreement.
- D. Coordinate with County to:
 - i. Identify and contact site managers of properties to be inspected under the NIS Program;
 - ii. Coordinate access to properties to be inspected under the NIS Program;
 - iii. Follow up with site managers to encourage improvements and repairs as identified in the inspection report; and
 - iv. Promote the NIS Program and, if participating, the RIR Program.
- E. Inform NIS Program in writing no later than the start of the fourth (4th) quarter of each Program year of any increases or decreases in the amount of additional NIS Program inspections and/or RIR Program rebates for the upcoming program year.

3.0 SCOPE OF SERVICES FOR THE RIR PROGRAM

The RIR Program Scope of Services in support of this Agreement is undertaken through the following series of tasks.

3.1 COUNTY RESPONSIBILITIES

A. ADMINISTRATION OF THE RIR PROGRAM

- i. Provide overall administration of the Agreement. Except as otherwise provided, administration of the RIR Program will be left to the discretion of County.
- ii. Coordinate at least one (1) meeting annually with Participant to present annual program achievements, review administrative or logistical program issues, and consider new program promotions and opportunities for improvement.
- iii. Provide reports to Participant and other partners as requested on inspection results, rebate expenditures, and water savings. An annual report will outline the performance of the RIR Program and the status of goals and objectives. The report will include a list of sites inspected, rebates awarded, and water savings. The report will also address any unanticipated delays and issues that necessitate modification of the Program. County will provide the annual report within thirty (30) days following the completion of the County's fiscal year.
- iv. Optionally seek additional funds and support from local, state, and national sources including, but not limited to, SFWMD's Local Cooperative Funding Program, Water Sense Partnership (EPA), and local groups. In addition, County may solicit support from sponsors through County's Advantage Marketing program. Funds obtained from additional sources may be used to provide additional inspections or rebates, or to offset other costs at County's discretion.

B. RIR PROGRAM

- i. Receive and evaluate resident applications for rebate eligibility, as funded by Participant, for residents that purchase and install specified water-saving measures including, but not limited to, adjustment of irrigation timing, zoning, head type and/or placement; and upgrades to irrigation system components such as valves, heads, timers, and sensing devices.
- ii. Schedule and perform initial system evaluation with residents. Evaluations will be performed by RIR Program staff person with training in irrigation system design and operation, expertise in

landscape best management practices, and with permission and participation of the property owner/manager. The initial evaluation will serve to assess the existing irrigation system's type, size, and condition. Residents will receive a water conservation kit and information on County's water conservation programs.

- iii. Manage the preparation and issuance of rebate checks.
- iv. Provide, following the initial evaluation, the property owner/manager with rebate fulfillment requirements aimed at reducing total irrigation demands and increasing irrigation system efficiency. Program staff will provide the property owner/manager a summary of the results of the evaluation in a site report and include the results in the Participant's annual program report. The site report will include a detailed description of the irrigation system and site, a summary of current annual water consumption, and provide rebate fulfillment requirements.
- v. Identify and coordinate property owners/managers interested in pursuing NatureScape Certification as part of the NIS evaluation. For interested property owners/managers, NIS Program staff will provide contact information for UF/IFAS Florida-Friendly Landscaping™ Program and National Wildlife Federation (NWF) Community Wildlife Habitats Program. Properties implementing an NIS evaluation and Florida-Friendly Landscape™ or NWF Community Wildlife Habitats recommendations are eligible for certification as NatureScape properties.
- vi. Maintain a list of currently approved cost-saving measures along with the rebate amount being offered and provide the current, accurate list to Participant upon request.
- vii. Periodically assess available water-saving measures to be used for rebates to ensure the RIR Program stays current with technology and standards.
- viii. Adopt forms and documentation for use by residents who wish to request a rebate. County will design such forms in consultation with Participant, but approval of such forms shall be at the discretion of County.
- ix. Make a good faith effort to periodically communicate the availability of the rebate program to residents within Participant's water service area, including all necessary qualifications. This will

include, at a minimum, one (1) promotional campaign within Participant's water service area per RIR Program year.

- x. If rebate funds are exhausted before the final quarter in any RIR Program year, submit notice to Participant and cease performance on the RIR Program until additional funds become available.
- xi. Prepare a five-year summary of the RIR program accomplishments prior to conclusion of the five-year term, that includes:
 - a. The total number of applications received, total number of sites visited, and total number and location of properties awarded rebates;
 - b. Total estimated water savings achieved as a result of the RIR Program;
 - c. A discussion of achieved improvements in landscape practices with consideration of water quality implications;
 - d. An identification of properties certified as meeting NatureScape Broward criteria a result of the RIR Program; and
 - e. An assessment of the overall performance of the RIR Program.

3.2 PARTICIPANT RESPONSIBILITIES:

- A. Provide one point of contact to coordinate with County on matters pertaining to this Agreement and inform County in writing within thirty (30) days after a change in point of contact.
- B. Participate in RIR Program meetings and provide comments within thirty (30) days after request on programmatic matters. Following such thirty (30) day period, County may assume Participant has no comments if none have been provided.
- C. Inform County in writing no later than the start of the fourth (4th) quarter of each Program year of any increases or decreases in the amount of RIR Program rebates for the upcoming program year.



City of Dania Beach Public Services Memorandum

DATE: 4/22/2025

TO: Mayor and Commissioners

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

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

**SUBJECT: APPROVAL OF THE KIMLEY-HORN AND ASSOCIATES (KHA)
PROPOSAL FOR PROFESSIONAL ENGINEERING DESIGN SERVICES
FOR 934/938 NAUTILUS ISLE OUTFALL INSTALLATION AND
STORMWATER DESIGN**

Request:

The Public Services Department (PSD) requests approval for a proposal from KHA for design engineering services required for the installation of an outfall and stormwater system at 934/938 Nautilus Isle.

Background:

The City abandoned a drainage pipe to an outfall structure on Nautilus Isles in 2024 due to the system's age, condition and erosion concern (it is adjacent to a canal). This system requires replacement for proper drainage to be provided on this roadway, which impacts much of the neighborhood. Consent was granted by the two residents/homeowners abutting the structure, granting a permanent easement to perform the work and any future maintenance required. Subsequently, engineering design services were sought by one of the City's CCNA consultants, KHA, for the design of a replacement system. The proposal, which also includes construction management services such as bidding assistance and partial on-site oversight of the work, is priced at \$86,245.

Budgetary Impact

Funding for this \$86,245 proposal will be provided by Stormwater Mgmnt. Professional Services Engineering Account No. 001-39-538-31-30.

Recommendation

PSD recommends approval of the attached proposal from Kimley Horn and Associates for engineering design services required for installation of a new pipe/outfall system near the 900 block of Nautilus Isles.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A WORK ORDER FOR PROFESSIONAL ENGINEERING DESIGN SERVICES PROVIDED BY KIMLEY-HORN AND ASSOCIATES, INC (KHA) FOR 934/938 NAUTILUS ISLE OUTFALL INSTALLATION AND STORMWATER DESIGN IN THE AMOUNT OF EIGHTY-SIX THOUSAND TWO HUNDRED FORTY-FIVE DOLLARS (\$86,245.00) AND TO EXCEED THE \$50,000.00 (FIFTY THOUSAND DOLLAR) SINGLE VENDOR ANNUAL THRESHOLD FOR THE DURATION OF THE CONTRACT PERIOD; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City abandoned a drainage pipe and outfall structure on Nautilus Isle in 2024 due to aging infrastructure and erosion concerns; and

WHEREAS, the City is committed to fulfilling its duty to provide a new stormwater management system and outfall on Nautilus Isle.; and

WHEREAS, the City has consent from two neighboring homeowners located at 934 and 938 Nautilus Isle to provide a permanent easement for the City to install a new subsurface drainage pipe connected to outfall; 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, Kimley-Horn and Associates (KHA) submitted a Work Order to provide design and construction services in the amount of Eighty-Six Thousand Two-Hundred and Forty-Five Dollars (\$86,245.00), which Work Order is attached as Exhibit “A” and incorporated into this resolution by this reference; and

WHEREAS, the Public Services Department recommends the City enter into the agreement with KHA.

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 KHA for design services for the outfall penetration and stormwater services.

Section 3. That funding for professional engineering and design services in the amount of (\$86,245.00) will be appropriated from the Stormwater Mgmt. Professional Services Engineering Account No. 403-38-01-538-31-30.

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

March 6, 2025

Sean Schutten, P.E.
Public Services Deputy Director
City of Dania Beach
1201 Stirling Road
Dania Beach, FL 33004

**Re: 934/938 Nautilus Isle Outfall Penetration
Scope of Services for Professional Engineering Design Services**

Dear Mr. Schutten:

Kimley-Horn and Associates, Inc., (hereinafter referred to as “Consultant” or “We”), in connection with the City of Dania Beach’s “Continuing Architectural, Surveying, Landscape Architecture and Engineering Consulting Services”; RFQ 20-005 is pleased to submit this proposal to the City of Dania Beach, (hereinafter referred to as “City”) to provide professional services. Our project understanding, scope of services, schedule, and fees are below.

SCOPE OF SERVICES

Kimley-Horn and Associates, Inc. will provide the services specifically set forth below.

PROJECT UNDERSTANDING

We understand that the City intends to install a drainage pipe between 934 Nautilus Isle and 938 Nautilus Isle, as generally outlined in “Exhibit A” as shown below.

Consultant will prepare construction documents for recommended improvements for this project area. Consultant will proceed with the construction design documents, regulatory permitting assistance, bidding assistance and limited construction phase services for the recommended stormwater improvements according to the scope of services outlines within the following sections.

“Exhibit A”



Scope of Services**Task 1 – Site Investigation Task****Task 1.1 – Topographic Survey**

The Consultant will engage a sub-consultant (licensed surveyor) to prepare a Topographic Survey meeting the Standards of Practice established by The Board of Professional Surveyors and Mappers within the State of Florida. The survey will include the following:

- Establish horizontal and vertical control points to support the survey efforts
- Vertical control (elevations) will be based on North American Vertical Datum of 1988 (NAVD88)
- Horizontal control will be based on the Florida State Plan Coordinates System, East Zone, North American Datum of 83/2011
- Spot elevation will be measured approximately every 20 feet and at the high and low spots, also additional low and high point elevations that may exist between the intervals and at transitions such as driveways, private walkways, ramps, back of curb, flow line, etc.
- The survey will extend to the right of way lines and 10' beyond the existing catch basins.
- Locate surface features within the survey limits as follows: utility poles, guy wires, street lighting, storm sewer structures, sanitary sewer structures, wire pull boxes, cable enclosures, utility cabinets, valves, valve boxes, meter boxes, backflow preventers, fire hydrants, and overhead utilities.
- Obtain elevation at top of seawall cap and toe of seawall.
- Measure the rim and invert elevation of sanitary and storm sewer structures that are accessible. Determine pipe types, size, and flow direction, when possible.
- Locate road pavement striping.
- Calculate and depict on the survey property lines and right of way lines adjacent to the survey area based on found monumentation.
- The drafting scale of the survey will be 1" = 20' unless otherwise specified by the City.
- The proposal does not include a Boundary Survey of the properties of a road right of way survey.
- Calculation of Digital Terrain Model (DTM) surface/Object Surface or Contour are not included.

Two (2) sketch and legal descriptions is included in the scope of services. The two (2) easements will be located on both sides of the common property line between 934 Nautilus Isle and 938 Nautilus Isle, within the City of Dania Beach, FL 33004.

The Consultant will coordinate directly with the surveyor to ensure the appropriate data is gathered during the completion of the topographic survey. Consultant will review topographic data upon completion of the survey and provide the comments to the surveyor, if necessary. Consultant will utilize the AutoCAD version of the topographic survey and establish the base plans for the project. All work under this task will be billed on a lump sum basis.

Task 1.2 – Subsurface Utility Verification

The Consultant will retain a subsurface utility engineering consultant to perform subsurface services including air vacuum excavation test holes. The scope of work will include the following.

- Utility Designation and Survey- Utility targeting will be performed to provide horizontal locations of utilities within the project limits. The project limits include the area outlined in Exhibit A.
- Electronic Sweep/Targeting – An electronic sweep of the project site will be conducted. This sweep will verify the location of utilities that were identified during record review and to search for utilities that were not identified during record review and to search for utilities that were not identified during records review.
- Field Drawings/Notes – Designators will draft field sheets that show the location, trend, and configuration of utilities detected.
- The survey data will be processed into an existing utility file in AutoCAD format.

Exclusions/Assumptions

The targeting of subsurface utilities, although highly reliable, is expressly understood to represent an approximate location of the target facility as marked on the ground surface. The electronic equipment cannot locate non-conductive pipe systems and or fiber optic line without tracer wire. Concrete pavement with reinforcement, as well as guide rails and chain link fence, could interfere with the electronic equipment at time to locate utilities. Overhead utilities, irrigation systems, septic drain fields, residential/commercial services, and confined space entry are not included in the scope of work. In addition, gravity structure investigations including stormwater and sanitary sewer are not included. Large stones, shale, coral, construction debris, or other subsurface conditions including a high groundwater table may limit the ability to verify the utilities encountered.

Consultant will review the subsurface utility engineering scope of work upon completion and provide any comments to the subsurface utility engineering consultant, if necessary. Consultant will incorporate the existing underground utilities into the base plans for the project based on the information included. All work under this task will be billed on a lump sum basis.

Task 1.3 – Site Visit and Documentation Research/Review

Consultant will perform a site visit to observe the constructed condition of the existing seawall. The purpose of the site visit is to observe the as-built condition of the wall to confirm location of proposed pipe penetration is suitable based on the condition and geometry of the existing wall. The existing wall geometry included spacing, materials, and sizes of piles and concrete cap height and width will be documented for development of the construction drawings. Consultant will also review any available as-built drawings, previous condition assessment reports, survey, and geotechnical data. This information will be provided by the City. The findings of this task will be utilized for the design for the proposed outfall penetration in Task 2. The Consultant will schedule one (1) virtual meeting with the City to discuss observed conditions. If significant deterioration is observed that will impact the penetration design, the Consultant will notify the City, and additional services will be required.

The Consultant will review readily available topographic surveys, atlas/as-built drawings, design drawings, record drawings, and permit documents relevant to the project limits. Consultant will use this information to determine and verify the configuration of existing conditions along with limitations on the proposed improvements. Consultant will contact the Sunshine State One Call Service to determine the existing utilities which are located in the project area. As necessary, Consultant will coordinate directly with the utility providers with existing infrastructure within the project area to obtain any available system maps. Consultant will incorporate the approximate location of the existing underground utilities into the design plans based on readily available drawings. All work under this task will be billed on a lump sum basis.

Task 2 – 90% Design Documents

Consultant will use the information collected in Task 1 and prepare and submit the 90% design documents for the Stormwater Improvements to the City for review and approval. All work under this task will be billed on a lump sum basis. The design documents for this task will include the following items:

- Existing Condition Plan
- General Notes
- Erosion Control Plan, Notes, and Details
- Demolition Plan
- Paving, Grading, and Drainage Plan and Details
- Pavement Markings and Signage Plans
- Outfall Penetration Detail
- Specifications for the delegated design of Manatee Grate
- Bid Tabulations
- Opinion of Probable Cost

This task will include a pre vs post drainage basin analysis for the limits of affected area. No analysis beyond the limits as identified in “Exhibit A” is included in the scope of services.

Task 3 – Civil Engineering Regulatory Agency Assistance

The Consultant will prepare permit applications with supporting documentation to the following jurisdictional regulatory agencies. Consultant will address up to two (2) rounds of reasonable comments for the regulatory agency submittals identified below. Any plan revisions or comments that are required due to a significant design change by the City shall result in an additional service.

1. **Broward County Environmental Protection and Growth Management Department (BCEPGMD)-Surface Water License**
2. **City of Dania Beach**

The regulatory agencies typically complete their initial review within 30 calendar days after the permit submittal. The required permit approvals must be obtained from the regulatory agencies prior to submitting the 100% Design Documents to the City. All work under this task will be billed on a lump sum basis.

No other agency approvals are included in this scope of services other than those identified above. Consultant does not guarantee the issuance of permits or approvals. If permits are issued for this project, the conditions and expiration dates are the sole responsibility of the City. The Consultant is not responsible for extending time limited entitlements or permits. Consultant can provide hourly additional services to file for extensions, if applicable, provided the City issues a direct written request for each requested entitlement, prior to the dates of expiration. The City shall provide all permit fees.

Task 4 – Broward County Environmental Resource License (ERL) and ERP Applications

The Consultant will prepare a Broward County Environmental Resource License (ERL) application for the proposed project. Due to the project taking place within the Delegation Area, an Environmental Resource Permit application will also be prepared and submitted to Broward County. Once the applications are submitted, Consultant will respond to up to two Requests for Additional Information (RAIs). One on-site visit with Broward County will be conducted if necessary. Any additional RAIs or meetings with Broward County will be considered additional services. All permit application fees shall be paid by the Client. It is assumed a benthic (seagrass) survey will not be required for this project, and therefore this survey is not included within this scope and fee.

Task 5 – 100% Design Documents

Consultant will prepare and submit the 100% design documents for the Stormwater Improvements to the City for review and approval. All work under this task will be billed on a lump sum basis. The design documents for this task will include the following items:

- Existing Condition Plan
- General Notes
- Erosion Control Plan, Notes, and Details
- Demolition Plan
- Paving, Grading, and Drainage Plan and Details
- Pavement Markings and Signage Plans
- Outfall Penetration Detail
- Specifications for the delegated design of Manatee Grate
- Bid Tabulations
- Opinion of Probable Cost

This task will include a pre vs post drainage basin analysis for the limits of affected area. No analysis beyond the limits as identified in “Exhibit A” is included in the scope of services.

Consultant will submit the 100% Design Documents to the City for incorporation into the bidding documents within 30 calendar days from the receipt of all permit approvals.

Task 6 – Bidding Assistance

It is our understanding that the City will use a competitive bidding process to award the contract

to a qualified contractor to construct the improvements in two separate phases. The Consultant will consult with and advise the City for the proposed improvements during the bidding process. This task is limited to attendance of one (1) pre-bid meeting and issuance of addenda in response to interested contractor questions or requests for information during the bid process. All responses by the Consultant will be approved by the City prior to issuance. Once bids are received, the Consultant will review the bids and provide a recommendation to the City of the apparent low bidder's price proposal. The City will be responsible in making the award.

Task 7 – Limited Construction Phase Services

The following scope is based on a two (2) month construction duration and on the post design hours shown below for this task.

- The Consultant will attend and prepare minutes for a pre-construction meeting. One meeting will be scheduled for the project.
- The Consultant will review up to five (5) shop drawings or submittals to determine compliance with the drawings and specifications and recommend submittal action to the City.
- The Consultant shall make periodic site visits for the purpose of determining general compliance with the approved project drawings. Site visits will be performed by the Consultant's inspector. A total of Four (4) site visits estimated at three (3) hours per visit.
- The Consultant will provide written responses to RFIs. Scope assumes a maximum of 4 RFI responses.
- The Consultant will assist the City with review of the Contractor's request for payments and provide comments and/or recommendations. Assume 2 requests for payment packages. This scope of work does not include assisting the City with preparation or submittal of reimbursement packages associated with the Hazard Mitigation Grant Program (HMGP) DR-4337-334-R, the Florida Division of Emergency Management, or the Federal Emergency Management Agency (FEMA).
- The Consultant will coordinate permit closeout processes for the agencies list in Tasks 3 and 4 above.

The Consultant shall not be responsible for the acts or omissions of any Contractor or subcontractor, any of the Contractor(s)' or subcontractor(s)' agents or employees, or any other persons (except the Consultant's own employees and agents) at the site or otherwise performing any of the Contractor(s)' work.

All work under this task will be billed on a lump sum basis.

Task 8 – Miscellaneous Services

Miscellaneous services as requested by the City outside of items defined within the scope above, including but not limited to additional engineering services, geotechnical services, environmental services, permitting and additional construction phase services. All work under this task will be billed on an hourly not to exceed basis.

Deliverables

Consultant will provide the following deliverables at each submittal:

Design Documents:

- Three (3) half size (11" x 17") at each submittal
- One (1) digital copy (AutoCAD format) at each submittal
- One (1) digital copy (PDF format) at each submittal

Project Assumptions

- The City will provide all available topographic surveys, atlas/as-builts, record drawings, permit documents, reports and/or other relevant to the project area.
- This scope does not include any services required for easement or right-of-way acquisitions.
- Drainage analysis will only be provided for the areas within the Project limits.
- The City will provide all required permit fees.
- The selected contractor will be responsible for obtaining any City of Dania Beach Building Permit required for this project along with all related coordination and preparation of any backup documentation required for the City of Dania Beach Building Permit. Consultant will only be responsible for reasonable revisions requested by the City of Dania Beach Building Department.
- The City will provide timely responses to information included within each submittal.
- The City shall be responsible for bid advertisement, distribution of bid documents to interested bidders, processing all bid submittals, and verification that each bid submittal meets all Purchasing related requirements.
- Consultant will submit monthly invoices, which will be payable by City within 25 days.
- The City will reimburse Consultant for any document reproduction costs for all submittals to regulatory agencies.
- Reimbursable expenses for mileage for any site visits have been included in the lump sum fees.
- Additional reimbursable expense requested by the City outside of the items defined within scope, such as additional land surveying, geotechnical testing, utility testholes, laboratory testing, permit fees, shall be invoices as defined in our contract agreement with the City.
- This scope of services does not include the development of technical specifications and bid forms. Technical specifications will be reflected on the construction plans as notes and details.
- No US Army Corps of Engineers (Exhibits) or permitting assumed to be required and therefore not included in the scope of services.
- Utility Relocations of any sort is not included in the scope of services.

PROJECT SCHEDULE

Consultant will start work immediately upon receipt of Notice to Proceed and an official authorization from the City of Dania Beach.

Method of Compensation

Task	Task Description	Lump Sum Fees	Hourly NTE Fees
1	Site Investigation Task	\$22,205	N/A
2	90% Design Documents	\$16,925	N/A
3	Civil Engineering Regulatory Agency Assistance	\$9,990	N/A
4	Broward County Environmental Resource License (ERL) and ERP Applications	\$12,820	
5	100% Design Documents	\$5,745	N/A
6	Bidding Assistance	\$3,420	N/A
7	Limited Construction Phase Services	\$10,140	N/A
8	Miscellaneous Services	N/A	\$5,000
	Subtotal	\$81,245	\$5,000
Total		\$86,245.00	

Closure

The terms and conditions of the City of Dania Beach Request for Qualifications (RFQ) No. 20-005, City of Dania Beach's "Continuing Architectural, Surveying, Landscape Architecture and Engineering Consulting Services"; shall govern this scope of services.

If you concur with the foregoing and wish to direct us to proceed with the aforementioned services, please issue a Notice to Proceed in writing to the Consultant. Fees and time stated in this agreement are valid for sixty (60) days after the date of issuance by the Consultant.

We appreciate the opportunity to propose these services to you.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



George Balaban, P.E.
Vice President



City of Dania Beach Public Services Memorandum

DATE: 4/22/2025

TO: Mayor and Commissioners

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

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

**SUBJECT: APPROVAL OF THE KIMLEY-HORN AND ASSOCIATES (KHA)
PROPOSAL FOR PROFESSIONAL ENGINEERING DESIGN SERVICES
FOR THE STREETScape BEAUTIFICATION ON NW 1ST STREET
PROJECT**

Request:

The Public Services Department (PSD) requests approval for a proposal from KHA for design engineering services required for the NW 1st Street Beautification Project (Project) in the amount of \$428,264.

Background:

The City's commitment to improve the safety and aesthetics of public spaces and transportation corridors led to the planning and funding efforts to complete a beautification project along NW 1st Street from Bryan Road to US1. Consequently, the City entered into a Local Agency Program (LAP) agreement with the Florida Department of Transportation (FDOT) that will provide up to \$360,264 for project-related expenses. To obtain the required engineering design services for the Project, PSD undertook a consultant evaluation and ranking process (RFQ 2024-150), which resulted in the selection of KHA. KHA's proposal, priced at \$428,288.46, was reviewed by both PSD and FDOT, meeting both Project and LAP requirements.

Budgetary Impact

The majority of the funding for this proposal will be provided by the FDOT LAP agreement (\$360,264), while the remaining amount of \$68,024.46 will be appropriated from Streets Professional Services Engineering Account No.001-39-06-541-31-30.

Upon approval of this request, a budget transfer in the amount of \$38,900 will be processed from the Landscape and Parks Maintenance Account No. 001-39-04-539-46-50 into the Beautification Project Account No. 103-39-68-539-31-30 to cover the cost of these services.

Recommendation

PSD recommends approval of the attached proposal from Kimley Horn and Associates for engineering design services required for the NW 1st Street Improvement Project.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, REQUESTING THE PROPER CITY OFFICIALS TO AUTHORIZE PROFESSIONAL ENGINEERING DESIGN SERVICES PROVIDED BY KIMLEY-HORN AND ASSOCIATES, INC (KHA) FOR STREETScape BEAUTIFICATION PROJECT ON NW 1ST STREET, FROM BRYAN ROAD TO STATE ROAD 5/US 1, IN THE AMOUNT OF FOUR HUNDRED TWENTY-EIGHT THOUSAND TWO HUNDRED EIGHTY-EIGHT DOLLARS AND FORTY-SIX CENTS (\$428,288.46); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dania Beach is committed to maintain and enhance public spaces and corridors to improve safety for vehicle, bicycle, and pedestrian traffic; and

WHEREAS, in pursuit of the above, the City entered into a Local Agency Program (LAP) Agreement with the Florida Department of Transportation (FDOT) for the Streetscape Beautification Project on NW 1st Street from Bryan Road to State Rd 5/US 1 to provide up to \$360,264.00 for project related expenses associated with design the phase of the project per Resolution No. 2024-030; and

WHEREAS, on September 24, 2024, the Dania Beach City Commission approved Resolution No. 2024-150 authorizing the ranking of consultants that responded to RFQ No, 24-012, selecting Kimley Horn & Associates (KHA) as the first ranked firm; and,

WHEREAS, the City of Dania Beach, under the guidelines of the LAP Agreement, entered negotiations with KHA to provide a proposal and pricing for design services with review and guidance from FDOT, and the proposal from KHA is in the amount of \$428,288.46; and

WHEREAS, the City reviewed the KHA proposal along with FDOT, and FDOT has agreed that the proposal is acceptable under the LAP Agreement requirements; and

WHEREAS, the Public Services Department recommends the City enter into the agreement with KHA.

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 KHA for design services for the Streetscape Beatification Project on NW 1st Street, which agreement is attached as Exhibit “A” and incorporated into this resolution by this reference.

Section 3. That funding for this project is provided by the FDOT LAP Agreement in the amount of \$360,264.00, and the remaining \$68,024.46 will be appropriate from Streets Contractual Services General Account No. 001-39-06-541-31-30. Upon approval of this request a budget transfer in the amount of \$38,900 will be processed from the Landscape and Parks Maintenance Account No. 001-39-04-539-46-50 into the Beautification Project Account No. 103-39-68-539-31-30 to cover the cost of these services.

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

**FEDERALLY FUNDED LOCAL AGENCY PROGRAM (LAP) AGREEMENT
BETWEEN THE CITY AND CONSULTANT**

THIS AGREEMENT is made this ____ day of _____, 2025, between the CITY of Dania Beach, FLORIDA, a Political subdivision of the State of Florida hereinafter referred to as (“CITY”), whose address is 100 West Dania Beach Blvd., Dania Beach, Florida 33004, and KIMLEY HORN AND ASSOCIATES, INC., a foreign corporation authorized to do business in the State of Florida, hereinafter referred to as (“CONSULTANT”), whose address is 8201 Peters Road, Suite 2200 Plantation, Florida 33324.

WHEREAS, the CITY desires to retain a CONSULTANT to provide Design Services for the Federally Funded Local Agency Program, under the CITYCITY’s Request For Qualifications For Design Services For The NW 1st Street Complete Streets Improvement Project, RFQ 2024-012, as more particularly specified in the Scope of Services; and,

WHEREAS, CONSULTANT desires to render services described in the Scope of Services and has the qualifications, experience, staff and resources to perform those services; and,

WHEREAS, the CITY is the recipient of funds, which are administered through the Florida Department of Transportation as a Federally Funded Local Agency Program (LAP) project; and,

WHEREAS, as a recipient of funds through the Florida Department of Transportation, the CITY is required to include certain terms and conditions in any Agreement with a CONSULTANT employed to perform the services described in Exhibit “A”, and the terms of the LAP Program, described in Exhibit “E” (Local Agency Program Federal-Aid Terms, For Professional Services Contracts); and,

WHEREAS, through a competitive selection process conducted in accordance with the requirements of Florida law and CITY policy, the CITY has determined that it to be in the best interest of the CITY to award an Agreement to the CONSULTANT for the rendering of those services described in Exhibit A; and,

NOW, THEREFORE, in consideration of the promises made herein and other good and valuable considerations, the following terms and conditions are hereby agreed to between the CITY and the CONSULTANT.

1. INCORPORATION BY REFERENCE AND ENTIRE AGREEMENT.

The foregoing "Whereas" clauses are hereby incorporated by reference and affirmed and ratified by the parties as true and correct. The Documents which comprise this Agreement between the CITY and the CONSULTANT are attached hereto, made a part hereof and consist of the following:

- A. This Agreement;
- B. Scope of Services attached hereto as Exhibit "A";
- C. Disadvantaged Business Enterprises Program Plan for Local Agencies attached hereto as Exhibit "B".
- D. Equal Opportunity Employment "Executive Order 11246" attached hereto as Exhibit "C".
- E. Terms for Federal-Aid Contract attached hereto as Exhibit "D".
- F. Proposers' Forms attached hereto as Exhibit "E".
- G. Project Completion and Fee Schedule attached hereto as Exhibit "F".

In the event of a conflict between any of the terms and conditions in the Exhibits and this Agreement, this Agreement shall prevail.

2. DEFINITIONS. The following terms shall have the meanings expressed below unless otherwise indicated.

Acceptance: Approval by the CITY of the Services as being fully complete in accordance with the Agreement and its attached Scope of Services.

Administrative Agent: An authorized representative of the CITY assigned to observe the Work performed and materials furnished by the CONSULTANT or such other person as may be appointed by the CITY as its representative in the Work Assignment.

Agreement: This Agreement between CITY and the CONSULTANT.

Addenda: Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Scope of Services, including drawings and specifications, by additions, deletions, clarifications or corrections to the Scope of Services.

Application of Payment: The form furnished by the CONSULTANT to request progress payments and an affidavit of the CONSULTANT that progress payments theretofore received from the CITY on account of the Services has been applied by the CONSULTANT to discharge in full all of the CONSULTANT'S obligations stated in prior Applications for Payment.

Approval: Acceptance by the CITY as satisfactory.

Change Order: A written order to the CONSULTANT signed by the CITY authorizing an addition, deletion or revision in the Services, or an adjustment in the Agreement fee or the Time for performance.

Consultant: The person, firm or corporation with whom the CITY has executed this Agreement.

Contracting Officer: The CITY or the individual who is authorized to sign the Agreement on behalf of the CITY'S governing body.

CITY: CITY of Dania Beach, Florida.

CITY Code: The CITY of Dania Beach Code of Ordinances.

Day: A calendar day of twenty-four (24) hours measured from midnight to the next midnight.

Drawings: The drawings which show the character and scope of the Services to be performed and which have been prepared or approved by the CITY.

Field Order: A written order issued by the CITY which clarifies or interprets the Scope of Services.

Force Majeure: Any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of such party including, but is not limited to fire, earthquakes, hurricanes, tornadoes, storms, lightning, epidemic, pandemic, war, riot, civil disturbance, sabotage, and governmental actions.

Governmental Authority: Any federal, state, county, municipal or other governmental department, entity, authority, commission board, bureau, court, agency, or any instrumentality of any of them now existing or hereafter created, having jurisdiction over the Property or any portion thereof.

Governmental Requirement: Any law, enactment, statute, code, ordinance, rule, regulation, judgment, decree, writ, injunction, order, permit, certificate, license, authorization, agreement, or other direction or requirement of any Governmental Authority now existing or hereafter enacted, adopted, promulgated, entered, or issued. CONSULTANT shall comply with all Governmental Requirements applicable to the operations and Property, including, without limitation, those prohibiting discrimination by reason of race, color, religion, sex, marital status, sexual orientation, gender identity, national origin, or handicap in the development, construction, management, Agreement, use, occupancy of the operation and Property or any portion thereof.

Modification: A written amendment to the Agreement signed by both parties; a Change Order; a written clarification or interpretation issued by the CITY; or a written order for a minor change or alteration in the Work issued by the CITY.

Price: The fee payable to the CONSULTANT under the Agreement.

Project: The entire Scope of Services to be performed as provided in the Work Assignment.

Shop Drawings: All drawings, diagrams, illustration, brochures, schedules and other data which are prepared by the CONSULTANT, manufacturer, supplier or distributor and which illustrate the equipment, material or some portion of the Work as required by the Work Assignment.

Samples: Physical examples that illustrate materials, equipment or workmanship and establish standards by which the Services will be judged.

Services: Work as defined in the Work Assignment.

Specifications: Those portions of the Work Assignment consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work.

Time: The number of calendar days stated in the Work Assignment for the completion of Services.

Work: Any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by the CONSULTANT under the Scope of Services, including all labor, materials, equipment and other incidentals, and the furnishing thereof.

Written Notice: All written notices, demands, instruction, claims, approvals, and disapprovals required to obtain compliance with Service requirements, whether delivered in person or to the CONSULTANT'S authorized agent. Unless otherwise provided, notice to the CITY shall be to the Authorized Administrative Agent.

3.. CONSULTANT SERVICES.

CONSULTANT agrees to diligently and timely perform professional services as described in the Scope of Services described in Exhibit "A", with the same degree of care, skill and diligence as ordinarily provided by a professional under similar circumstances. CONSULTANT shall at no additional cost to the CITY re-perform Services which fail to satisfy the foregoing standard of care.

The CONSULTANT agrees to immediately upon execution of this Agreement and issuance of the Notice of Commencement by both the CITY and the CONSULTANT to complete the project . A project schedule will be provided to establish milestone dates required to meet the project completion date.

4. RESPONSIBILITIES OF THE CONSULTANT(S).

4.1 CONSULTANT shall advise and consult with the CITY during all phases of service. CONSULTANT shall have authority to act on behalf of the CITY only to the extent provided in this Agreement. CONSULTANT shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work. CONSULTANT shall be responsible for the CONSULTANT'S negligent acts or omissions.

4.2 CONSULTANT shall furnish all labor, supervision, equipment and materials for the Service. If the CONSULTANT is comprised of more than one legal entity, each entity shall be jointly responsible for the performance of this Agreement.

4.3 The CONSULTANT covenants and agrees that it and its employees shall be bound by the Standards of Conduct, Chapter 112, Florida Statutes as it relates to Work performed under this Agreement. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the services performed.

4.4. Prior to entering into this Agreement, the CONSULTANT shall file a sworn statement with the CITY as described for Public Entity Crimes of the Florida Statutes, Chapter 287.133, and the CONSULTANT shall thereafter comply with Florida Statutes concerning such activities.

4.5. The CONSULTANT shall comply with all federal, state, and local laws, regulations and ordinances applicable to the Work or payment for Work and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of Work under this Agreement.

4.6 The CONSULTANT shall maintain books, records, documents, and other evidence directly pertaining to or connected with the Services under this Agreement which shall be available and accessible at the CONSULTANT'S offices for the purpose of inspection, audit, and copying during normal business hours by the CITY, or any of its authorized representatives. Such records shall be retained for a minimum of five-(5) years after completion of the services or as required by Chapter 119, Florida Statutes.

4.7 CONSULTANT further represents and warrants that all previous representation and statements made in the Proposal Forms attached to its response to Request for Qualifications No. 24-012 are accurate to the best of CONSULTANT'S knowledge and reaffirms its attestations and the information contained in those documents herein.

- 4.8 CONSULTANT represents and warrants that all state and federal licenses required to complete the Scope of Services shall be obtained by the CONSULTANT prior to commencement of any Work.
- 4.9 CONSULTANT shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Scope of Services. The CONSULTANT shall take all necessary precautions to ensure the safety of persons, the environment, and its work product.
- 4.10. CONSULTANT shall receive approval from the CITY in writing of all Subconsultant and the fees to be paid them by CONSULTANT, prior to any such Subconsultant proceeding with any such work.

5. OBLIGATIONS OF CITY.

- 5.1 The CITY will designate an Administrative Agent to act on behalf of the CITY with respect to the Scope of Services and whose role is to monitor day-to-day activities and ensure all requirements are met and do all things necessary to properly administer the terms and conditions of this Agreement. The CITY will designate the Administrative Agent in the Notice of Commencement. The responsibility of the CITY'S Administrative Agent shall include:
- (1). Examination of all reports, sketches, drawings, estimates, proposals, and other documents presented by the CONSULTANT, rendered in writing, and to make any necessary decisions within a reasonable time.
 - (2). Transmission of instructions, receipt of information, interpretation and definition of CITY policies and decisions with respect to design, materials, and other matters pertinent to the Work covered by this Agreement.
 - (3). Review for approval or rejection of all of the CONSULTANT'S documents and payment requests in a timely manner.
 - (4). Returning items delivered by the CONSULTANT, which are not conforming to the Scope of Services, at the CONSULTANT'S expense and risk of increase in cost for items not delivered as specified.
- 5.2 The CITY shall, upon request, furnish the CONSULTANT with all existing data, plans, studies and other information in the CITY'S possession which may be useful in connection with the Work, all of which shall be and remain the property of the CITY and shall be returned to the CITY'S Administrative Agent upon completion of the Services to be performed by the CONSULTANT.
- 5.3 The CITY'S Administrative Agent shall conduct periodic reviews of the Work of the CONSULTANT necessary for the completion of the CONSULTANT'S services during the period of this Agreement and may make other CITY personnel available, where required and necessary to assist the CONSULTANT. The availability and necessity of said personnel to assist the CONSULTANT shall be determined solely within the discretion of the CITY.

6. COMPENSATION AND PAYMENT OF CONSULTANT.

The CITY's performance and obligation to pay under this Agreement is contingent upon the receipt of funding administered through the Florida Department of Transportation's Local Agency Program and allocated by an appropriation of the CITY Commission of the CITY of Dania Beach, Florida.

6.1 Method of Payment

- (1). CONSULTANT shall prepare and submit to the CITY'S Administrative Agent for approval, invoices for the Services rendered under this Agreement. Payment shall be issued by the CITY'S Finance Department, who shall initiate disbursements for invoices approved by the Administrative Agent in accordance with the Florida Prompt Payment Act, found in Part VII, Ch. 218 of the Florida Statutes. All invoices shall be accompanied by a report identifying the nature and progress of the Services performed. The statement shall show a summary of fees with an accrual of the total fees billed and credits for portions paid previously. The CONSULTANT shall submit an invoice for payment to the CITY on a monthly basis.
The CITY reserves the right to withhold payment to the CONSULTANT for failure to perform the Services in accordance with the provisions of this Agreement and the CITY shall promptly notify the CONSULTANT if any invoice or report is found to be unacceptable and will specify the reasons.
- (2). For Services that were partially completed, progress payments shall be paid monthly in proportion to the percentage of completed Work on those specific services approved in writing by the CITY'S Administrative Agent based on the percentage of the amount for those specific services.
- (3). Before the final draw is payable, the CONSULTANT must furnish a sworn statement that all sums due for services, material or labor have been paid in full. If the CITY receives any Notice to Owner, then in addition to the requirements set forth above, the CONSULTANT shall at the time of each draw furnish a partial waiver of lien from all sub-consultants, material or labor providers, and at the time of the final draw shall furnish a final waiver of the lien for each such sub-consultant, material or labor provider as a condition precedent to receiving any payment from the CITY.
- (4). All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, will survive final payment and termination or completion of this Agreement.

7. INDEMNIFICATION.

CONSULTANT shall indemnify and hold harmless the CITY and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Agreement.

Nothing herein shall be construed to extend the CITY's liability beyond that provided in Section 768.28, Florida Statutes. This indemnification shall not be construed to be an indemnification for the acts, or omissions of third parties, independent contractors, or third-party agents of the CITYCITY. This indemnification shall not be construed as a waiver of the CITYCITY's sovereign immunity and shall be interpreted as limited to only such traditional liabilities for which the CITYCITY could be liable under the common law interpreting the limited waiver of sovereign immunity. Any claims against the CITYCITY must comply with the procedures found in §768.28, Florida Statutes. In order to comply with the requirements of §129.06, Florida Statutes, and Article VII, Section 10 of the Florida Constitution, the value of this indemnification is limited to the lesser of the amount payable by either party under the substantive provisions of this Agreement, or the limitations of §768.28, Florida Statutes. In addition, this indemnification shall be construed to limit recovery by the indemnified party against the CITYCITY to only those damages caused by CITYCITY's sole negligence, and specifically not include any attorney fees or costs associated with them.

8. INSURANCE.

A selected Proposer shall not commence services under an Agreement until it has obtained all insurance required under this paragraph and as required by the Agreement, and not until such time that the coverages are approved by the Risk Manager of the CITYCITY. The Proposer shall not allow any employee of Proposer or any subcontractor to commence services on any subcontract until the subcontractor and all coverages required of any subcontractor have been obtained and approved by the Risk Manager of the CITYCITY. In addition, the Proposer shall be responsible for any and all policy deductibles and self-insured retentions.

The following are requirements that must be met regarding the CONSULTANT's delivery of Certificates of Insurance for all coverages required in the Agreement and Proposal Documents:

"Preliminary" certificate means that certificates of insurance verifying all general insurance requirements (as noted below) must be included with your Proposals submittal on the date and time of the opening of Proposals. If the "preliminary" certificates are not included with a submittal, then the CITYCITY has the right to consider the submitted response as non-responsive on the date and time of the response opening. "Preliminary" Certificates may be issued without documentation of all "Special Provisions". However, CONSULTANTS must understand that all provisions, including "Special Provisions" noted below, are expected to be fully documented on or attached to the "Official" Certificates of Insurance as described below.

“Official” Certificates of Insurance must be delivered to the CITY Clerk’s office and Risk Manager of the CITY. If the “Official” certificates are not delivered before or on the fourteenth (14th) Business Day after the issuance by the CITY of the “Notice of Selected CONSULTANT”, then the CITY has the right to consider the awarded Agreement to the successful CONSULTANT as void and to negotiate a contract with the next best qualified CONSULTANT. “Special Provisions”, as referenced below under each type of insurance requirement shall be fully confirmed on or attached to the “Official” certificates.

All Certificates of Insurance must clearly identify the contract to which they pertain, including a brief description of the subject matter of the contract. The certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days’ prior written notice has been given to CITY. If this coverage is not provided, then the CONSULTANT is responsible for such notice to CITY. Insurance policies for required coverages shall be issued by companies authorized to do business under the laws of the State of Florida and any such companies’ financial ratings must be no less than A-VII in the latest edition of the “BEST’S KEY RATING GUIDE”, published by A.M. Best Guide. In the event that the insurance carrier’s rating shall drop, the insurance carrier shall immediately notify the CITY in writing.

Coverages shall be in force until all services required to be performed under the terms of the Agreement, including any applicable warranty period, is satisfactorily completed as evidenced by the formal written acceptance by the CITY. In the event insurance certificates provided to CITY indicate that the insurance shall terminate and lapse during the period of the Agreement, including any applicable warranty period, then in that event, the CONSULTANT shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverages for the balance of the period of the Agreement, including any extension of it, and including any applicable warranty period, is in effect.

THE CONSULTANT AND ANY APPROVED SUBCONTRACTOR SHALL NOT PERFORM OR CONTINUE SERVICES PURSUANT TO THE AGREEMENT, UNLESS ALL COVERAGES REMAIN IN FULL FORCE AND EFFECT. ANY DELAY IN THE WORK CAUSED BY A LAPSE IN COVERAGE SHALL BE NON-EXCUSABLE, SHALL NOT BE GROUNDS FOR A TIME EXTENSION, AND WILL BE SUBJECT TO ANY OTHER APPLICABLE PROVISIONS DESCRIBED IN THE AGREEMENT OR ELSEWHERE IN THE RFQ DOCUMENTS CONCERNING DELAY.

Insurance Requirements: The CONSULTANT shall secure and maintain throughout the duration of the Agreement, insurance of such types and in such amounts not less than those specified below as satisfactory to CITY naming the CITY as Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the CITY, its officials, employees, agents and volunteers naming the CITY as additional insured. Any insurance maintained by the CITY shall be in excess of the CONSULTANT’s insurance and shall not contribute to the CONSULTANT’s insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the CONSULTANT as it deems necessary or prudent.

Coverage shall apply for a minimum of three years following completion of the services. The above are minimum requirements for projects up to \$100,000.00.

- General Liability: \$2,000,000.00 Per Occurrence/\$4,000,000 Aggregate
- Automobile Liability: \$2,000,000.00
- Professional Liability: \$3,000,000.00 Per Occurrence.

Coverage shall apply for a minimum of three years following completion of the services.

9. TERMS FOR COMPLIANCE WITH FEDERAL AID CONTRACTS
(APPENDIX I):

The following terms apply to this Agreement since payment for the services involve the expenditure of Federal Funds:

- 9.1 It is understood and agreed that all rights of the Florida Department of Transportation relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, date and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.
- 9.2 It is understood and agreed that in order to permit Federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of Florida Department of Transportation , anything to the contrary in this Agreement notwithstanding.
- 9.3 Compliance with Regulations: The CONSULTANT shall comply with the regulations of the Florida Department of Transportation relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of the Agreement.
- 9.4 Nondiscrimination: The CONSULTANT, with regard to the work performed after award and prior to completion of the Services, will not discriminate on the grounds of race, color, religion, sex or national origin in the selection and retention of sub-consultants, including procurements of material and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the program set forth in Appendix B of the Regulations.
- 9.5 Solicitations for Subcontracts including Procurement of Materials and Equipment: In all solicitations made by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential sub-consultant, supplier or lessor shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this Agreement and the regulations relative to nondiscrimination on the grounds of race, color, religion, sex or national origin.
- 9.6 Information and Reports: The CONSULTANT will provide all information and reports required by the Regulations or orders and instructions issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Florida Department of Transportation to be pertinent to ascertain compliance with such Regulation, orders

and instruction. Where any information required of the CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall certify to the Florida Department of Transportation, as appropriate, and shall set forth what efforts it has made to obtain the information.

9.7 Sanctions for Noncompliance: In the event of the CONSULTANT'S noncompliance with the nondiscrimination provisions of this Agreement, the Florida Department of Transportation shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:

1. Withholding of payments to the CONSULTANT under the Agreement until the CONSULTANT complies and/or
2. Cancellation, termination or suspensions of the Agreement, in whole or in part.

9.8 Incorporation of Provisions: The CONSULTANT will include the provisions of Paragraph A through H in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order or instructions issued pursuant thereto. The CONSULTANT will take such action with respect to any subcontract or procurement as the Florida Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with litigation with a Sub-consultant or supplier as a result of such direction, the CONSULTANT may request the State to enter into such litigation to protect the interests of the State and in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

9.9 Interest of Members of Congress: No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising there from.

9.10 Interest of Public Officials: No member, officer or employee of the public body or of a local public body during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States and public corporations, boards and commissions established under the laws of any State.

9.11. Participation by Minority Business Enterprises: The CONSULTANT shall agree to abide by statements in Paragraph (1) and (2) which follow. These statements shall be included in all subsequent Agreements between the CONSULTANT and any Sub-consultant or CONSULTANT.

- (1). Policy: It is the policy of the Florida Department of Transportation that minority business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of agreements financed in whole or in part with Federal funds under this Agreement. Consequently, the MBE requirements of 49 CFR Part 23 apply to this Agreement.
- (2). Minority Business Enterprises Obligation: The recipient or its CONSULTANT agrees to ensure that Minority Business Enterprises, as defined in 49 CFR Part 23, have the maximum opportunity to participate in

the performance of agreements and subcontracts financed in whole or in part with Federal Funds provided under this Agreement. In this regard, all recipients or CONSULTANTS shall take all necessary and reasonable steps in accordance with 49 CFR Part 23, have the maximum opportunity to participate in the performance of agreements and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard, all recipients or CONSULTANTS shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that Minority Business Enterprises have the maximum opportunity to compete for and perform agreements. Recipients and their CONSULTANTS shall not discriminate on the basis of race, color, national origin or sex in the award and performance of DOT assisted agreements.

- 9.12. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.
- 9.13. It is understood and agreed that if the CONSULTANT at any time learns that the Certification it provided the CITY in compliance with 49 CFR, Section 23.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the CONSULTANT shall provide immediate written notice to the Department. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the CONSULTANT in all lower tier covered transactions and in all aforementioned Federal Regulations.
- 9.14. The CITY hereby certifies that neither the CONSULTANT nor the CONSULTANT'S representative has been required by the CITY, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement, to:
 - (1). Employ or retain, or agree to employ or retain, any firm or person, or;
 - (2). Pay, or agree to pay, to any firm, person or organization any fee, contribution, donation or consideration of any kind;The CITY further acknowledges that this Agreement will be furnished to the Florida Department of Transportation in connection with this Agreement involving participation of Federal-Aid funds and is subject to applicable State and Federal Laws, both criminal and civil.
- 9.15. The CONSULTANT hereby certifies that it has not:
 - (1). Employed or retained for a commission, percentage, brokerage, contingent fee or other consideration any firm or person (other than a bona fide employee working solely for the above CONSULTANT) to solicit or secure this Agreement.
 - (2). Agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out this Agreement; or

- (3). Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above CONSULTANT) any fee contribution, donation or consideration of any kind for or in connection with procuring or carrying out the Agreement.
- (4). The CONSULTANT further acknowledges that this Agreement will be furnished to the Florida Department of Transportation, in connection with this Agreement involving participation of Federal-Aid funds and is subject to applicable State and Federal Laws, both criminal and civil.

10. OWNERSHIP AND USE OF DOCUMENTS.

The documents, or reproducible copies, including reports, designs, specifications, notebooks, tracings, photographs, negatives, findings, data, memoranda and other documents developed by the CONSULTANT in connection with its Services shall be delivered to, and shall become the property of the CITY as they are received by the CITY. The CONSULTANT hereby assigns all its copyright and other proprietary interests in the products of this Agreement to the CITY. Specific written authority is required from the CITY'S Administrative Agent for the CONSULTANT to use or disclose any of the work products of this Agreement on any non-CITY project.

“The CITY acknowledges that the CONSULTANT’S deliverables are intended by the CONSULTANT for use only as to the project(s) which are the subject of this Agreement and its tasks and services; use for any other project without the CONSULTANT’S written consent shall be at the sole risk of the user, without recourse to the CONSULTANT.

11. TIMELY PERFORMANCE OF CONSULTANTS PERSONNEL.

The timely performance and completion of the required services is vitally important to the interest of the CITY. The CONSULTANT shall assign a Project Manager, together with such other personnel as are necessary to assure faithful prosecution and timely delivery of services pursuant to the requirements of this Agreement. The personnel assigned by the CONSULTANT to perform the Services of this Agreement, shall comply with the information presented in the Professional Services Response Proposal made a part hereof by reference. The CONSULTANT shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to the CONSULTANT’S key personnel must receive the CITY Administrative Agent's written approval before said changes or substitution can become effective.

- 11.1 The Services to be rendered by the CONSULTANT shall commence upon receipt of written Notice of Commencement, from the CITY’S Administrative Agency.
- 11.2. The CONSULTANT specifically agrees that all Work performed under the terms and conditions of this Agreement shall be completed within the time limits as set forth in this Agreement, subject only to delays caused through no fault of the CONSULTANT or the CITY. Time is of the essence in the performance of this Agreement. The CONSULTANT shall not be entitled to any claim for damages including loss of profits, loss of use, overhead expenses, equipment rental, etc. because of hindrances or delays for any cause whatsoever, whether or not occasioned by an act of God, or by any act or omission on the part of the CITY.

CITY'S agents or governmental agencies having jurisdiction which hinder or delay may entitle the CONSULTANT to an extension of time in which to complete the Work, which shall be determined by the CITY, provided that the CONSULTANT will give written notice within two weeks as provided herein of the cause of such act, hindrance or delay. An extension of Time shall be the CONSULTANT'S sole and exclusive remedy for all claims for delay, including delays attributable to breach of the Agreement or tort. However, the time shall not be extended past the completion date stipulated in any agreement executed by the CITY. If any emergency or natural disaster causes delay or interference with the use or delivery of the Services, the CITY reserves the right to cure from other sources any services during any suspension of delivery.

- 11.3 The CONSULTANT agrees to provide to the CITY's Administrative Agent as defined herein, monthly written progress reports concerning the status of the Project if requested. The CITY's Administrative Agent may determine the format for this progress report. The CITY shall be entitled at all times to be advised at its request, and in writing, as to the status of Work performed by the CONSULTANT. The CONSULTANT, upon request, will include a Project Schedule update with all written progress reports.
- 11.4 In the event unreasonable delays occur on the part of the CITY or regulatory agencies as to the approval of any plans, permits, reports or other documents submitted by the CONSULTANT which delay the Project Schedule completion date, the CITY's Administrative Agent shall not unreasonably withhold the granting of an extension of the Project Time limitation equal to the aforementioned delay.

12. PERSONAL SERVICES; ASSIGNMENT.

The Work and Services provided for herein shall be performed by the CONSULTANT, and no other person shall be engaged upon such Work or Services by the CONSULTANT except upon the written approval of the CITY, provided, however that this provision shall not apply to secretarial, clerical or other similar incidental services needed to assist the CONSULTANT in performance of this Agreement. The CONSULTANT shall not hire CITY employees to perform any portion of the Work or Services provided for herein. Neither this Agreement nor any interest or claims hereunder shall be assigned or transferred by the CONSULTANT to any party or parties, except with the written consent of the CITY.

CONSULTANT agrees that no more than 75% of the dollar value of the Work, excluding printing or other similar ancillary services, shall be performed by any sub-consultant(s). The CONSULTANT shall advise the CITY of the identity of sub-consultant(s) performing Work prior to the sub-consultant(s) beginning any Work.

13. TERMINATION FOR DEFAULT.

13.1 The CITY shall be the sole judge of nonperformance, which shall include any failure on the part of the CONSULTANT to accept the award, to furnish required documents, and/or to fulfill any portion of this Agreement within the time stipulated.

Upon default by the CONSULTANT to meet any term of this Agreement or related Exhibit, the CITY will notify the CONSULTANT, providing three (3) days (weekends and holidays excluded) to advise the CITY of its plan for corrective action to remedy the default. The corrective action plan must be accepted by the CITY. Failure on the CONSULTANT'S part to correct the default within the approved time period shall result in the Agreement being terminated and the CITY notifying in writing the CONSULTANT of the effective date of the termination. The following shall constitute an act of default:

- (1). Failure to perform the Work required under the Agreement and/or within the time required or failing to use the sub-consultants, entities, and personnel as identified and set forth, and to the degree specified in the Agreement.
- (2). Failure to begin the Work under this Agreement within the time specified.
- (3). Failure to perform the Work with sufficient workers to ensure timely completion.
- (4). Neglecting or refusing to correct Work where prior work has been rejected as nonconforming with the terms of the Agreement.
- (5). Becoming insolvent, being declared bankrupt by a US Bankruptcy Court, renders the successful firm incapable of performing the Work in accordance with and as required by the Agreement.
- (6). Failure to comply with any of the terms of the Agreement.
- (7). Failure to pay sub-consultants or others pursuant to Work done under this Agreement.

13.2 In the event of default, the CONSULTANT shall pay any damages sustained by the CITY including attorney's fees and court costs incurred in collecting any damages. Title to all materials, work-in-progress, and completed but undelivered goods will pass to the CITY after costs are claimed and allowed. All documents prepared by the CONSULTANT in connection with this Agreement will be the property of the CITY.

The CITY shall authorize payment to the CONSULTANT, the costs and expenses for Work performed by the CONSULTANT prior to receipt of the Notice of Termination; however, the CITY may withhold from amounts due the CONSULTANT such sums as the Administrative Services Director deems to be necessary to protect the CITY against loss caused by the CONSULTANT because of the default.

14. TERMINATION FOR CONVENIENCE.

14.1. The CITY reserves the right to cancel this Agreement by written notice to the CONSULTANT effective the date specified in the notice, for any of the following reasons:

- (1). The CITY has determined that such cancellation will be in the best interest of the CITY to cancel the Agreement for its own convenience.
- (2). Funds are not available to cover the cost of the Services. The CITY'S obligation is contingent upon the availability of appropriate funds.

The Purchasing Director shall give written notice of the termination to the CONSULTANT specifying the reason for the Agreement termination and when termination becomes effective.

The CONSULTANT shall incur no further obligations in connection with the terminated Work and on the date set in the Notice of Termination the CONSULTANT will stop Work to the extent specified.

14.2 The CITY shall pay the CONSULTANT under following conditions:

(1). All costs and expenses incurred by the CONSULTANT for Work accepted by the CITY prior to the CONSULTANT'S receipt of the Notice of Termination.

(2) Anticipatory profit for Work and Services not performed by the CONSULTANT shall not be allowed.

(3) If, after Notice of Termination of the CONSULTANT'S right to proceed under the provisions of this clause, it is determined for any reason that the CONSULTANT was not in default under the provisions of the Agreement, the CITY may at its option, agree to reinstate the Agreement allowing for project completion.

(4) Neither the CITY nor the CONSULTANT shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to uncontrollable forces, the effect of which, by the exercise of reasonable diligence the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the non-performing party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage and governmental actions.

(5) Neither party shall, however be excused from performance if non-performance is due to forces, which are preventable, removable, or remediable, and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations under this Agreement.

14.3 Loss of Funding: The Agreement shall remain in full force and effect only as long as receipt of LAP grant funding provided for in the Agreement has been appropriated by the CITY Commission in the annual budget for each fiscal year of this Agreement. The Agreement is subject to termination based on a lack of funding.

14.4 Convenience: The CITY reserves the right to cancel this Agreement if the cancellation is in the best interest of the CITY for its own convenience.

14.5. In addition to termination, if during the term of the Agreement, the CONSULTANT(S) should refuse or otherwise fail to perform any of its obligations under the Agreement, the CITY reserves the right to:

1) obtain the services from another CONSULTANT, and/or 2) suspend the CONSULTANT from bidding for a period of twenty-four (24) months on other CITY Solicitations or Requests for Qualifications. In the event the CITY has not terminated the Agreement and there remains a dispute with the CONSULTANT, the CONSULTANT agrees at the CITY'S request to continue to operate and perform under the terms of the Agreement while such dispute is pending and further agrees that, in the event a suit is filed for injunction or other relief, it will continue to operate until the final adjudication of the suit by the CITY unless otherwise requested by the CITY.

15. PUBLIC RECORDS LAW

CONSULTANT agrees to keep and maintain public records in CONSULTANT'S possession or control in connection with CONSULTANT'S performance under this Agreement. CONSULTANT additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. CONSULTANT 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 Agreement, and following completion of the Agreement until the records are transferred to the CITY. Upon request from the CITY custodian of public records, CONSULTANT 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. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the CITY. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the CONSULTANT shall be delivered by the CONSULTANT to the CITY Manager, at no cost to the CITY, within seven (7) days. All such records stored electronically by CONSULTANT shall be delivered to the CITY in a format that is compatible with the CITY'S information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the CONSULTANT shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

Any compensation due to CONSULTANT shall be withheld until all records are received as provided in this Agreement.

CONSULTANT'S failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the CITY.

Section 119.0701(2)(a), Florida Statutes

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

Custodian of Records:	ELORA RIERA, MMC, CITY CLERK
Mailing Address:	100 W. Dania Beach Boulevard Dania Beach, Florida 33004
Telephone number:	954-924-9800, Ext. 3623
Email:	<u>eriera@daniabeachfl.gov</u>

16. NOTICES.

Any notice required or permitted in this Agreement is to be given in writing and shall be personally delivered or mailed, first class postage prepaid or delivered by an overnight delivery service to the respective addresses of the Parties set forth below their signatures on the signature page of this Agreement, or to such other address as any party may give to the other in writing. Any notice required by this Agreement will be deemed to have been given and received when personally served or one (1) day after delivery to an overnight delivery service or five (5) days after deposit in the first class mail.

To the CITY:	CITY of Dania Beach, Florida 100 W. Dania Beach Blvd. Dania Beach, FL 33004 Attn: Ana M. Garcia, ICMA-CM
With Copy to:	CITY of Dania Beach, Florida 100 W. Dania Beach Blvd. Dania Beach, FL 33004 Attn: Eve A. Boutsis, CITY Attorney
To CONSULTANT:	KIMLEY-HORN AND ASSOCIATES, INC. 8201 Peters Road, Suite 2200 Plantation, Florida 33324

17. DISPUTES, VENUE, ATTORNEY FEES.

All claims, counterclaims, disputes and other matters in question between CITY and CONSULTANT arising out of, relating to or pertaining to this Agreement, or the breach of it, or the services of it, or the standard of performance required in it, shall be addressed by resort to non-binding mediation as authorized under the laws and rules of Florida; provided, however, that in the event of any dispute between the parties, the parties agree to first negotiate with each other for

a resolution of the matter or matters in dispute and, upon failure of such negotiations to resolve the dispute, the parties shall resort to mediation.

If mediation is unsuccessful, any such matter may be determined by litigation in a court of competent jurisdiction for any legal action arising out of or pertaining to this Agreement shall be the Circuit Court for the Seventeenth Judicial Circuit in and for Broward County, Florida, or the federal District Court in the Southern District of the United States. Each party further agrees that venue of any action to enforce this Agreement shall be in Broward County, Florida. In any litigation, the parties agree to each waive any trial by jury of any and all issues. In the event of any litigation which arises out of, pertains to, or relates to this Agreement, or the breach of it, or the standard of performance required in it, the prevailing party shall be entitled to recover reasonable attorney fees from the non-prevailing party.

In the event that a dispute, if any, arises between the CITY and CONSULTANT relating to this Agreement, or its performance or compensation, CONSULTANT agrees to continue to render service in full compliance with all terms and conditions of this Agreement, provided the provision of services is commercially reasonable, as determined and required by the CITY. Commercially reasonable shall mean that the dispute is over an issue.

18. GOVERNING LAW .

This Agreement will be governed by the laws of the State of Florida. This Agreement is subject to and must comply with the Charter and CITY Code of the CITY of Dania Beach, as they exist on the date of execution of the Agreement. Any conflicts between this Agreement and the Charter and CITY Code will be resolved in favor of the CITY's Charter. Venue for any disputes arising out of this Agreement and for any actions involving the enforcement or interpretation of this Agreement will be in the State courts of the 17th Judicial Circuit of Broward County, Florida.

19. HEADINGS.

Headings of various paragraphs and sections of this Agreement and its table of contents are for convenience and use of reference only and shall not be construed to define, limit, augment or describe the scope, context or intent of this Agreement or any part of this Agreement.

20. SEVERABILITY.

The terms and conditions of this Agreement shall be deemed to be severable; consequently, if any clause, term or condition of it shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions and notwithstanding such determination, this Agreement shall continue in a full force and effect unless the particular clause, term or condition held to be illegal or void renders the balance of the Agreement to be impossible of performance

21. NO WAIVER OF RIGHT TO ENFORCE.

The waiver of any breach or any term covenant or condition in this Agreement contained shall not be deemed to be a waiver of such term, covenant or any subsequent breach of the same

or any other term, covenant or condition contained in this Agreement. No covenant, term, or condition shall be deemed to have been waived, unless such waiver is in writing. There shall be no accord and satisfaction unless expressed in writing and signed by both the CITY and CONSULTANT.

22. SOVEREIGN IMMUNITY.

CONSULTANT acknowledges that the Florida Doctrine on Sovereign Immunity bars all claims by CONSULTANT against the CITY other than claims arising out of this Agreement. Specifically, the CONSULTANT acknowledges that it cannot and will not assert any claims against the CITY, unless the claim is based upon a breach by the CITY of this Agreement. Further, the CONSULTANT recognizes the CITY is a sovereign with regulatory authority that it exercises for the health, safety, and welfare of the public. This Agreement in no way estops or affects the CITY's exercise of that regulatory authority. In addition, the CITY retains the full extent of its sovereign immunity in relation to the exercise of its regulatory authority. The CONSULTANT acknowledges that it has no right and will not make claim based upon any of the following:

- A. Claims based upon any alleged breach by the CITY of implied warranties for representations not specifically set forth in this Agreement, as the parties stipulate that there are no such implied warranties or representations of the CONSULTANT. All obligations of the parties are only as set forth in this Agreement;
- B. Claims based upon negligence or any tort arising out of this Agreement;
- C. Claims upon alleged acts or inaction by the CITY, its commissioners, attorneys, administrators, CONSULTANT, agents, or any CONSULTANT employee;
- D. Claims based upon an alleged waiver of any of the terms of this Agreement unless such waiver is in writing and signed by an authorized representative for the CITY and CONSULTANT.

23. SCRUTINIZED COMPANIES.

CONSULTANT shall certify that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), and that it is not engaged in a boycott of Israel. The CITY may terminate this Agreement at the CITY's option if CONSULTANT is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2018), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), as may be amended or revised, or is engaged in a boycott of Israel.

24. VERIFICATION OF EMPLOYMENT ELIGIBILITY.

CONSULTANT represents that CONSULTANT, and each Subconsultant has registered with and uses the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not

violate that statute. If CONSULTANT violates this section, Municipality may immediately terminate this Agreement for cause and CONSULTANT shall be liable for all costs incurred by Municipality due to the termination.

25. NO PARTNERSHIP OR JOINT VENTURE.

It is mutually understood and agreed that nothing contained in this Agreement is intended or is to be construed in any manner or under any circumstances whatsoever as creating or establishing the relationship of co-partners or creating or establishing the relationship of a joint venture between the CITY and CONSULTANT, or as constituting CONSULTANT as the agent or representative of the CITY for any purpose or in any manner whatsoever.

26. THIRD PARTY BENEFICIARIES

Neither CONSULTANT nor CITY intend to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

27. NEGOTIATED AGREEMENT.

Both parties have substantially contributed to the drafting and negotiation of this Agreement and this Agreement shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other. The parties hereto acknowledge that they have thoroughly read this Agreement, including all exhibits and attachments hereto, and have sought and received whatever competent advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations herein.

28. INCORPORATION BY REFERENCE.

The truth and accuracy of each "Recital" clause set forth above is acknowledged by the parties. The attached Exhibits to this Agreement are incorporated into and made a part of this Agreement and all exhibits subsequently attached to this Agreement pursuant to the terms hereof shall be deemed incorporated into and made a part of this Agreement.

29. CONFLICTS OF INTEREST:

No elected official, representative, or employee of the CITY has any personal interest, direct or indirect, in this Agreement. No elected official, representative or employee will participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she has an interest, directly or indirectly. No elected official, representative or employee of the CITY will be personally liable to CONSULTANT or any successor in interest for any amount which may become due to CONSULTANT, for any obligations of CITY under the Agreement, or in the event of any default or breach by the CITY.

30. COUNTERPARTS.

This Agreement may be signed in counterparts, each one of which is considered an original, but all of which constitute one and the same instrument. This Agreement is effective only after execution and delivery by the parties.

31. MISCELLANEOUS.

- 31.1. This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement. For any material change in the Scope of Services or any increase in the compensation for the services, the Board of CITY Commissioners for the CITY and the duly authorized representative for the CONSULTANT shall agree in writing to this change. All changes shall be in accordance with the requirements of the CITY Procurement Policy.
- 31.2. Any reference to a specific chapter of the Florida Statutes in this Agreement shall incorporate that law by reference and made a part of this Agreement.
- 31.3. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- 31.4. The CONSULTANT shall keep books, records, and accounts of all activities related to the performance of this Agreement in compliance with generally accepted accounting procedures. All document, papers, books, records, and accounts made or received by the CONSULTANT in conjunction with the Agreement and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the CITY and the Florida Department of Transportation.
- 31.5. It is possible that during the course of and subsequent to the termination of this Agreement, the CONSULTANT may desire to publish certain results of scientific, technical or general interest study originating under or existing by virtue of this Agreement in, or by means of journals, magazines, newspapers, radio broadcasts, or other media of communication. The CONSULTANT shall not, without the written approval of the CITY, disclose to others, publish or authorize anyone to publish any technical or confidential information acquired in the course of doing Work or rendering Services under this Agreement unless required by Chapter 119, Florida Statutes.
- 31.6. In the event of litigation, attorney fees, shall be awarded to the prevailing party, including any and all attorney fees incurred by virtue of appellate review.
- 31.7. Section headings are for convenience only and do not affect the interpretation of this Agreement

32. SURVIVAL.

The termination of the Agreement will not release CONSULTANT from its obligation to indemnify CITY for any acts which occurred prior to the termination of the Agreement, unless otherwise agreed upon by CITY and CONSULTANT or by judicial decree. Upon termination or expiration of this Agreement, the CONSULTANT 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS OF THE FOREGOING, the parties have set their hand and seal the day listed below.

CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation

ELORA RIERA, MMC

JOYCE L. DAVIS
MAYOR

APPROVED AS TO LEGAL FORM
AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

ANA M. GARCIA, ICMA-CM
CITY MANAGER

WITNESSES:

CONSULTANT:

Kimley-Horn and Associates, Inc.

SIGNATURE

SIGNATURE

PRINT Name

PRINT Name

SIGNATURE

Title

PRINT Name

DATE

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization on _____, 2025, by _____ as _____, of Kimley-Horn and Associates, Inc., who is personally known to me or has produced _____, as identification.

Notary Public
State of _____

My Commission Expires:



January 28, 2025

Sean Schutten
Senior CIP & Grants Administrator
City of Dania Beach
1201 Stirling Road
Dania Beach, FL 33004

**Re: Professional Services Agreement
NW 1st Street from Bryan Road to US 1 (Federal Highway)
Dania Beach, FL**

Dear Mr. Schutten:

Kimley-Horn and Associates, Inc., (hereinafter referred to as “Consultant”, “We” or “Kimley-Horn”), in connection with the City of Dania Beach’s “Continuing Architectural, Surveying, Landscape Architecture and Engineering Services”; RFQ 20-005” is pleased to submit this proposal to the City of Dania Beach, (hereinafter referred to as “Client” or “City”) to provide professional services. Our project understanding, scope of services, schedule, and fees are below.

Project Understanding

The City has requested Kimley-Horn to submit a proposal associated with developing construction drawings for the installation of ADA compliant sidewalk to infill missing sidewalks on NW 1st Street (from Bryan Road to US 1 (Federal Highway) and creating pedestrian connectivity through the corridor. The Federally Funded proposed project will include the following: project management, preliminary design, environmental documentation, permitting assistance, and final design services. The project will be delivered via the Florida Department of Transportation’s (FDOT) Local Agency Program (LAP). Services provided by the Consultant will comply with the FDOT/LAP Department Manuals, process and procedures, and memorandums in effect as of the date of execution of the Agreement unless otherwise directed in writing by the City and/or the FDOT.

Scope of Services

The services described herein will pertain to the tasks associated with preparing the construction drawings and FDOT/LAP technical specifications for the pedestrian connectivity project along NW 1st Street between Bryan Road to US 1 (Federal Highway). Kimley-Horn will also provide the necessary services listed below for permitting the construction plans through the applicable permitting agencies listed under **Task 7**. The pedestrian connectivity improvements will include the following: complete corridor survey, geotechnical services, curb and gutter, sidewalks, pavement markings and signage, regrading and sodding the swales, back of sidewalk harmonization on existing sidewalks when the sidewalk doesn’t meet ADA requirements, and ADA ramp repairs/replacement with detectable warning surfaces. Design requirements will be reflected on the construction plans as notes and details according to PROWAG, MUTCD, FDOT/LAP, Federal Safe Routes to School Program, the Florida Greenbook, BCTED, and City of Dania Beach requirements.

Kimley-Horn will provide the services specifically set forth below.

Task 1 – Corridor Survey

Kimley-Horn will engage a sub-consultant, M.G. Vera & Associates (licensed surveyor), to prepare a Design Survey of the subject corridor to State of Florida standards. This scope is derived with the intention of gathering sufficient survey data to submit a complete design survey. The proposed Design Survey Scope of work includes the following tasks:

Task 1.1 Horizontal Control

Horizontal Project Network Control (HPNC) points will be established on the Florida State Plane Coordinate System, East Zone, and North American Datum (NAD) 83/90.

Task 1.2 Vertical Control

Vertical Project Network Control (VPNC) points and elevate horizontal and vertical control points and Mobile LiDAR targets within the project corridor.

Task 1.3 Alignment and Right of Way lines

The Historical Baseline of Survey and existing right of way will be established per Florida Department of Transportation (FDOT) Maps and platted information.

Task 1.4 Topographic Survey / DTM (3D)

Topographic and DTM Survey within the existing right of way, including 25 feet past the radius return for each side street. Above ground features and improvements, break-lines, high and low points will be located with sufficient density of points in order to create a DTM. Topographic features will be located including: existing lighting, pavement markings, trees, pedestrian ramps, driveways, visible above ground utilities, sodded and paved areas, drainage structures, etc. Topographic / DTM Surveys will follow and meet the applicable standards & guidelines.

Task 1.5 Drainage Survey

A Drainage Survey will be performed within the project DTM/Topo limits stated above. Survey will identify the type of structure, rim elevation, pipe invert elevation, pipe size, and bottom elevation.

Note: In cases where the structures are full of water and or sediment, M.G. Vera & Associates will visit said structures a maximum of 2 visits; if structures are still un-accessible, said structure will be reported to the Project Manager.

Task 1.7 Sectional/Grant Survey & Subdivision Locations

Reconnaissance and locate subdivision block corners as required for the historical baseline of survey and right of way establishment.

Task 1.8 Work Zone Safety

Work zone survey safety will be provided as required by applicable standards.

Task 1.9 Project Control Sheet

Prepare Project Network Control Sheet for the project limits.

Task 1.10 Underground Utilities

M.G. Vera & Associates will provide up to 7 Utility Locates (Test Holes) on specific utility conflicts as identified by the EOR. A bank of 7 test holes has been estimated. If additional test holes are required, an addendum will be provided to cover the additional test holes.

Task 1 Deliverables:

- Topographic/DTM (3D) Survey in MicroStation or AutoCAD Format, drawings to follow FDOT CAD format (line styles). Note: A Topographic Survey Map is NOT a part of this scope of services.
- 2D Electronic Cad file in MicroStation or AutoCAD Format, drawings to follow FDOT CAD format (line styles) depicting each test hole location along with utility elevation, depth of cover, size, type and direction of each found utility.

Task 2 – Geotechnical Engineering Services

The Geotechnical sub-consultant, Tierra South Florida, Inc. (TSFGeo) will perform the field testing as noted in Table 1 below, which provides a minimum frequency of about one auger boring per 350 to 400 lineal feet for the project.

Table 1 – Proposed Field Testing	
Location	Proposed Services
Roadway	Six (6) to 6 feet, Six (6) borings to 15 feet, and two (2) pavement cores
Drainage	Three (3) exfiltration tests per Usual Open Hole test method

Prior to drilling at the project site, TSFGeo will notify the local utility companies and request that underground utilities be marked. TSFGeo's experience, however, is that the utility companies will not mark privately owned utilities. TSFGeo's proposal assumes that private utility lines will be located in the field by others prior to mobilization of the drill rig. TSFGeo will recommend a utility line locating service upon request. Maintenance of Traffic (MOT) will be required for fieldwork and is included in our estimate.

Upon completion of the field exploration, some laboratory testing and visual classifications will be performed on selected samples. Samples from SPTs will be Classified per AASHTO, with laboratory testing for verification. A Roadway Soil Survey Report will be prepared to provide engineering data for design, and plan sheets for presentation of soils information.

Task 2 Deliverables:

- Geotechnical report signed and sealed by licensed geotechnical engineer.

Task 3 – Preliminary Design

Kimley-Horn will conduct a preliminary assessment to analyze project areas for potential issues such as traffic operations and safety, excessive slope, right-of-way constraints, conflicts with roadways, landscape and existing utility, environmental issues, accessibility issues, and drainage concerns. Up to two field visits are anticipated throughout the life of the design project.

Kimley-Horn will collect the following information to be utilized as part of our project design and permitting:

- Request a Sunshine State One Call of Florida (SSOCOF) design ticket to determine the underground utility owners with facilities in the area surrounding the Project.

- Request available information regarding existing utilities from the service providers listed in the design ticket.
- Coordinate with the City of Dania Beach to request record drawings of the existing water, sewer, and drainage systems.
- Coordinate with local drainage district and state drainage district to obtain existing drainage information.

Task 4 – Initial Design (30%) Submittal

Kimley-Horn will produce and submit the following documentation for the FDOT Initial Phase LAP submittal Checklist:

- Initial Plans (30%)
- Engineering Estimate (30%) with signatures (opinion of probable construction cost)
- Environmental Documents

Task 4.1 NEPA Backup Documentation

Kimley-Horn will contract with a subconsultant, SEARCH, that will conduct a Cultural Resource Assessment Survey (CRAS) of the project Area of Potential Effect (APE) for the pedestrian improvement project. This CRAS will consist of background research, an architectural history survey, examination of historical maps, and an archaeological survey within the existing and proposed right-of-way; shovel testing will likely be limited by the presence of buried utilities.

The fieldwork and subsequent report will be completed in accordance with Part 2, Chapter 8 of FDOT's Project Development & Environment Manual, Chapter 3 (Site Identification) of the FDOT Cultural Resource Management Handbook, the Florida Division of Historical Resources' Cultural Resource Management Standards and Operation Manual, Module Three: Guidelines for Use by Historic Preservation Professionals, and Rule Chapter 1A-46 F.A.C. The work will comply with the provisions of Chapter 267, Florida Statutes, as well as Section 106 of the National Historic Preservation Act of 1966, as amended (Public Law 113-287 [Title 54 USC]).

AREA OF POTENTIAL EFFECT (APE)

Given the scope of the proposed project, SEARCH recommends that the APE for archaeology be defined as the existing and proposed right-of-way in which construction is proposed. The APE for architectural history should be defined as the existing and proposed right-of-way, plus adjacent parcels up to a distance of no more than 100 meters (330 feet) from the edge of pavement.

FIELDWORK

Prior to fieldwork, SEARCH will use the Sunshine State One Call of Florida, Inc., system to coordinate the location of buried utilities within the archaeological APE. SEARCH will conduct the field survey to identify cultural resources present within the overall APE. According to the Florida Master Site File and Broward County Property Appraiser's database, there are 35 cultural resources within the APE, including 25 parcels within the APE that contain unrecorded historic-aged (pre-1980) resources, six previously recorded historic buildings, three previously recorded historic resource groups, and one unrecorded historic-aged canal.

LAB ANALYSIS

Given the low probability for intact archaeological sites within the APE, this scope of work does not include collecting, analyzing, or curating any artifacts.

REPORTING

SEARCH will prepare a single technical report summarizing the findings of the background research and fieldwork. The report will include recommendations for managing cultural resources. The technical report will be submitted to the client in electronic format (PDF) via email within 120 days of the end of fieldwork. Upon City review and approval, SEARCH will prepare a digital and hard copy of the report and submit it to the State Historic Preservation Officer (SHPO) on the client's behalf with all required attachments.

Kimley-Horn will complete a Type I Categorical Exclusion checklist along with the environmental support document and accompanying maps. The maps prepared will include a location map, US Geological Survey (USGS) Topographic map, Natural Resources Conservation Service (NRCS) soils map, land use/land cover map, Federal Emergency Management Agency (FEMA) flood zone map, and a listed species map, if applicable.

Task 4.2 Initial Phase Design Horizontal Analysis

Review and address Preliminary FDOT Electronic Review Comment System (ERC) comments. Prepare concept typical sections for Town review and approval. Prepare preliminary horizontal layout to the City to provide feedback to the design team prior to moving forward with full design layout.

Kimley-Horn will design the geometrics using the City and appropriate FDOT Standard Plans with proper consideration given to the design speed, functional classification, design consistency and driver expectancy, aesthetics, existing vegetation to be preserved, pedestrian concerns, ADA requirements, and scope of work.

Task 4.3 Roadway Plans

Kimley-Horn will develop roadway design and prepare street improvement plans at a scale of 1" = 40' (11"x17" PDF) to implement the proposed pedestrian improvements. Plan sheets are proposed to convey the horizontal geometry and improvements analyzed in Task 4.2.

Roadway plans consist of the following sheets:

Key Sheet, Typical Sections, General Notes, Erosion Control, Horizontal Control and Roadway Plans.

Task 4.4 Opinion of Probable Construction Cost (Engineering Estimate)

Kimley-Horn will prepare an Opinion of Probable Construction Cost (OPC) for the Initial phase submittal. Cost estimate will be prepared in FDOT bid tab format that will show Federal Highway Administration (FHWA) participating items and FHWA non-participating bid items.

Task 4.5 Drainage Analysis

Kimley-Horn will provide stormwater analysis services. Consultant will explore the possibility of using swales within the corridor to compensate for loss of storage.

Exfiltration Trench Systems will be designed to meet South Florida Water Management District (SFWMD), and Broward County Resilient Environment Department (Drainage) stormwater treatment and attenuation requirements. Since sidewalks qualify for a permit exemption from SFWMD, Consultant will apply for the permit exemption as applicable. Meet and coordinate with permitting agencies to establish design criteria, see permitting task for details.

Drainage analysis does not include stormwater modeling of the neighborhood, analysis of existing closed systems or addition of new outfalls. Analysis is limited to proposed improvements within project limits and City Right-of-Way.

Task 4 Deliverables:

- Initial Engineering Submittal (30% Plans and Estimate) – PDF format
- CRAS Technical Report PDF and hardcopy to be submitted to SHPO
- Geotechnical Report – PDF format

Task 5 – Constructability Design (90%) Submittals

Kimley-Horn will produce and submit the following documentation for the FDOT Construction Phase LAP submittal Checklist:

- Design Plans (90%)
- Engineering Estimate (90%) with signatures (opinion of probable construction cost)
- Engineer's Backup
- LAP/FDOT No Additional Right-of-Way Certification Form
- Type I CE Checklist and Backup Memorandum
- LAP Type 1 Categorical Exclusion Checklist
- Documentation of Utility Coordination

Task 5.1 Constructability Phase Design Horizontal and Vertical Analysis

Kimley-Horn will review and address Initial Phase FDOT ERC comments and one-time combined City provided comments.

Task 5.2 Roadway Plans

Kimley-Horn will continue to develop roadway design and prepare street improvement plans from Task 4.3. Update plan sheets to convey the horizontal geometry and improvements analyzed in Task 4.2. Analyze working profiles at back of sidewalk as needed. Working profiles will be used to confirm design, but profile sheets and their submittal is not required. Identify locations for sidewalk curb in constrained areas, if needed, to maintain improvements within existing right-of-way. Review proposed working cross sections at locations of roadway modification to generally determine typical section variations.

Kimley-Horn will prepare and coordinate with City to develop Level 1 traffic control notes for the major work phases of the overall project with reference FDOT Indices. Contractor will be required to submit their own detailed traffic control plans for review and approval prior to construction based on their approved project schedule.

Task 5.3 Signing and Marking Plans

Kimley-Horn will prepare signing and marking plans at a scale of 1" = 40' (11"x17" PDF) to address re-establishment of impacted pavement markings as a result of the proposed improvement strategy. The signing and marking plans will be limited to crosswalks and areas between the existing edge of pavement and existing road right-of-way. Required signing will be focused on sidewalk areas only. Areas requested to be milled and resurfaced will entail new pavement markings. Signing and marking may be accomplished with typical details. Standards will be according to the Manual on Uniform Traffic Control Devices (MUTCD) and Broward County Traffic Engineering (BCTED) Pavement Marking and Sign details. Show required notes and details for items that deviate from published standards.

Task 5.4 Landscape Analysis

Kimley-Horn will use the survey and field observations to identify conflicts with trees. We will produce an exhibit that indicates existing tree locations keyed to a chart that describes species, Diameter at Breast Height (DBH), and disposition for impacted trees/palms within the project limits. This exhibit will tabulate trees to remain, to be removed, and/or to be relocated. Kimley-Horn will provide adequate

notes and details for the owner's selected contractor to submit the plan as a part of a tree removal permit.

Task 5.5 Opinion of Probable Construction Cost (Engineering Estimate)

Kimley-Horn will prepare an Opinion of Probable Construction Cost (OPC) for the constructability phase submittal. Cost estimate will be prepared in FDOT bid tab format that will show FHWA participating items and FHWA non-participating bid items. Consideration will be made for optional and/or alternative bid items to assist the City to meet project funding goals.

Task 5.6 Type I CE Checklist and Backup Memorandum

Kimley-Horn will review and address comments and provide a revised memorandum for approval.

Task 5.7 Drainage Design

Kimley-Horn will review existing conditions within the project limits right-of-way and modify existing conditions to account for the proposed changes.

Task 5 Deliverables:

- Constructability Submittal (90% Plans and Estimate) – PDF Format

Any major design revision requests after the Constructability phase will be considered additional services.

Task 6 – Production Design (100%) Submittals

Kimley-Horn will review and address FDOT ERC comments from the Constructability Phase submittal.

Kimley-Horn will submit signed and sealed construction documents that entail plans, engineers estimate, specifications, checklists, and utility clear letters (provided by utilities).

Kimley-Horn will prepare an Opinion of Probable Construction Cost (OPC) for the production phase submittal. Cost estimate will be prepared in FDOT bid tab format that will show FHWA participating items and FHWA non-participating bid items. Kimley-Horn has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on information known to the Consultant at the time and represent only the Consultant's judgement as design professionals familiar with the construction industry. The Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

Task 6 Deliverables:

- Production Submittal (100% Plans, Specifications, and Estimate (PS&E)) – PDF and CAD Format

Task 7 – Permitting

Kimley-Horn will prepare permit applications with supporting documentation to the following jurisdictional regulatory agencies. Kimley-Horn will address comments for the regulatory agency submittals identified below.

1. FDOT

- a. LAP review
2. Broward County Highway Construction and Engineering Division (BCHCED)
 - a. Roadway, paving, and traffic control systems for access
 - b. Signing and marking
3. Broward County Resilient Environment Department
 - a. Drainage
4. National Pollutant Discharge Elimination System (NPDES):
 - a. Notice of Intent
 - b. Preparation of Storm Water Pollution Prevention Plans (SWPPP) – City’s Contractor shall complete the necessary application and submittal to obtain the general permit. The City’s contractor shall be responsible for obtaining, maintaining, and operating the construction site according to the EPA and NPDES guidelines.
5. City of Dania Beach
 - a. Public Services

No other agency approvals are included in this scope of services other than those identified above. Kimley-Horn does not guarantee the issuance of permits or approvals. If permits are issued for this project, the conditions and expiration dates are the sole responsibility of the City. Kimley-Horn is not responsible for extending time limited entitlements or permits. The City shall provide all permit fees.

Task 8 – Public Involvement

Kimley-Horn will attend and conduct one public meeting with stakeholders after Initial Phase Submittal to cover the project limits. Meeting will be either virtual or in-person open house style but not both. Kimley-Horn will prepare a public meeting notice for the proposed meetings and provide to the City to advertise to residents.

Additionally, Kimley-Horn will develop materials, attend, and prepare to answer questions at one commission meeting of the City’s choice during design development.

As part of this task, Kimley-Horn will provide an agenda and meeting minutes for the two meetings.

Task 9 – Project Management and LAP Coordination

Project management entails activities related to initiating, planning, executing, controlling, and closing the Project. Kimley-Horn will attend an initial kick-off meeting to verify project elements, scope, and schedule; prepare for and attend monthly meetings with City staff. Additionally, communicate with designated City staff (via phone, teleconference, email, etc.) to provide coordination between City staff and the Designer (assumed a 14-month design schedule for budgeting purposes). Provision, monitoring, and updating of schedule of services being provided. Provide monthly design progress reporting and invoicing.

Kimley-Horn will coordinate the LAP process to completion by processing project design and submittals through LAP. This consists of plans, specifications, checklists, cost estimates and coordination. Consultant will attend meetings with FDOT and attend teleconferences as required (for budgeting purposes, assume up to 2 meetings and 4 teleconferences are required).

Construction Engineering and Inspection (CEI) consultant advertisement, bid advertisement, FHWA checklists, right-of-way certification form, LAP agreement and commission resolution will be completed by City representatives. Kimley-Horn will be available to answer questions from the City.

Kimley-Horn will, per the LAP process, submit Preliminary, Initial, Constructability, and Production Phase submittals to FDOT and address review comments in FDOT ERC system for each submittal. Follow up with each reviewer as needed to expedite resolution of comments.

Kimley-Horn will coordinate with Broward County Transit (BCT) to confirm any potential relocation of bus stops and/or shelters during the design phase. The scope does not include design of bus shelters.

Kimley-Horn will provide limited assistance to the City related to electrical utility service de-energization for the project as described herein. The Consultant will coordinate with the designated FPL representative to review the proposed improvements and discuss potential FPL de-energization that may need to occur for the proposed improvements to be installed. This coordination will be limited to four (4) phone calls, two (2) letters/emails, and two (2) virtual meetings. Summaries of the correspondence will be documented and provided to the selected contractor during construction.

Task 10 – Limited Bidding Services

It is our understanding that the City will use a competitive bidding process to award the contract to a qualified contractor to construct the improvements. Kimley-Horn shall consult with and advise the City for the proposed improvements during the bidding process. This task is limited to attendance of one (1) pre-bid meeting and issuance of addenda in response to interested contractor questions or requests for information during the bid process. All responses by Kimley-Horn will be approved by the City prior to issuance. Once bids are received, Kimley-Horn shall review the bids and provide a recommendation to the City associated with the apparent low bidder's price proposal. The City will be responsible in making the award.

City Front End Documents are not included in this scope.

ASSUMPTIONS:

The following assumptions have been made for this scope of work:

1. All project required agency fees will be paid directly for by the City.
2. All coordination meetings with the property owners other than the identified public meetings will be led and conducted by the City.
3. Contractor will be required to submit their own traffic control plans to be reviewed and approved by the City for their construction activities.
4. Florida East Coast Railway crossing improvements not included in scope.
5. Analysis or design of existing bridge is not included in the scope of services.
6. There is sufficient right-of-way for the proposed improvements and no additional right-of-way is anticipated for this project.
7. The City will hire a separate CEI consultant for the construction phase services per the requirements of the FDOT LAP process.
8. No traffic study or signal modifications are planned or expected as part of the proposed improvements.
9. Drainage analysis does not include stormwater analysis of systems outside limits of construction.
10. Services for the preparation of planting plans and/or irrigation plans are not included in this scope of services.
11. Services for the design of decorative hardscape treatments, including crosswalk patterning, site furnishings specifications, and/or decorative sidewalk treatments are not included in this scope of services.

12. Undergrounding of overhead utilities are not anticipated and are not included in this scope of work.
13. City Responsibilities:
 - a. Existing records including files, plans, and any other pertinent engineering information.
 - b. Maintenance requirements and preferences at the start of the design process.
 - c. Integration of FDOT required contract language into City Bid documents.
 - d. Commission resolution for LAP agreement.
 - e. Execution of required FDOT LAP forms and agreements in a timely manner.
 - f. Preparation of Specification/Bid Documents to meet LAP requirements.

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to the following:

- Survey Legal and Sketches
- Post Design Services
- Traffic Studies or traffic engineering services not specifically noted above
- Lighting Photometrics and Design
- Sanitary Sewer design and/or plans
- Water Main design and/or Plans
- Storm Drain and Sanitary Sewer video inspections
- Additional SUE test holes
- Landscape and Tree Disposition Design and Plans
- Irrigation Design and Plans
- Technical Specifications/Bid Documents
- LAP Checklist for Construction Contracts
- Railroad crossing evaluation or design
- Arborist Evaluation and Reports

INFORMATION PROVIDED BY CLIENT

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives.

SCHEDULE

We will provide our services as expeditiously as practicable to complete the scope of services within the time frame mutually agreed upon between Kimley-Horn and the City. A project schedule will be provided to establish milestone dates required to meet the project completion date.

FEE AND BILLING

The consultant will accomplish the services outlined in **Tasks 1-10** for the Lump Sum Fee of **\$428,288.46** as outlined below. All permitting, application, and similar project fees if applicable will be paid directly by the City.

TASK	DESCRIPTION	LABOR FEE
1	Corridor Survey	\$65,713.24
2	Geotechnical Engineering Services	\$50,089.72
3	Preliminary Design	\$6,368.64
4	Initial Design (30%) Submittal	\$125,042.69
5	Constructability Design (90%) Submittal	\$98,956.88
6	Production Design (100%) Submittal	\$32,937.99
7	Permitting	\$24,366.37
8	Public Involvement	\$8,227.80
9	Project Management and LAP Coordination	\$9,800.48
10	Limited Bidding Services	\$6,784.65
	LUMP SUM FEE	\$428,288.46

If authorized by the City, additional services will be billed hourly as needed.

CLOSURE

The terms and conditions of the City of Dania Beach Request for Qualifications (RFQ) No. 20-005, City of Dania Beach's "Continuing Architectural, Surveying, Landscape Architecture and Engineering Consulting Services"; shall govern this scope of services.

I appreciate this opportunity to submit this proposal. If you have any questions or need additional information, please contact me at (954) 535-5100.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



George Balaban, P.E.
Vice President



City of Dania Beach Community Development Memorandum

DATE: 4/22/2025

TO: Mayor and Commissioners

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

VIA: Eleanor Norena, CFM, Director
Corinne Lajoie, AICP, Deputy Director

SUBJECT: Ranking the firms who responded to the Request for Qualifications (RFQ) number 25-004 “Resiliency Plan (Re-Issued)”.

Request:

The Community Development Department requests approval of the firm ranking for the RFP No. 25-004 for the “Resiliency Plan (Re-Issued)”.

Background:

The Community Development Department is preparing to create a city-wide Resiliency Plan to incorporate all the City’s efforts to date into one document which will also identify action steps the City can take to ensure a sustainable and resilience community in the future.

On February 6, 2025, the City issued a Request for Qualifications (“RFQ”) No. 25-004 for “Resiliency Plan (Re-Issued)” and on March 3, 2025, the City received ten (10) qualified responses. The Review Committee consisted of the Community Development Director, Community Development Deputy Director, and Permitting Office Supervisor. The Committee met on March 21, 2025, ranking the firms as shown below.

1. Chen Moore and Associates	30.73
2. Metric Engineering, Inc.	30.68
3. WSP USA Inc.	30.67
4. Vanasse Hangen Brustlin, Inc.	30.67
5. EBS	26.68
6. Garner Environmental Services, Inc.	24.97
7. IEM International Inc.	24.25
8. Hillmann Development Advisors, LLC	22.33
9. Raftelis Financial Consultants, Inc.	20.75
10. The Resiliency Initiative	19.33

The department recommends that the City Commission approve the Committee’s ranking of

firms who responded to the RFQ 2025-004 to allow staff to being negotiations for services for the creation of a Resiliency Plan.

Budgetary Impact

The funding for this project has been included in the Community Developments annual budget, which was previously approved by the City Commission.

Recommendation

Community Development recommends the City Commission approve the ranking of firms who responded to the RFQ No. 25-004 “Resiliency Plan (Re-Issued)” to allow staff to being negotiating for services.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE RANKING OF CONSULTING FIRMS THAT RESPONDED TO REQUEST FOR QUALIFICATIONS (“RFQ”) NO. 25-004, ENTITLED “RESILIENCY PLAN (RE-ISSUED)”, AND SELECTING CHEN MOORE & ASSOCIATES, INC. AS THE FIRST RANKED FIRM; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has planned and budgeted for the creation of a Resiliency Plan in the 2024/2025 fiscal year; and

WHEREAS, the City Selection Committee (the “Committee”) was formed to develop a scope of work, solicit and evaluate proposals from firms experienced in this type of specialized work; and

WHEREAS, the City issued Request for Qualifications (RFQ) No. 2025-004 on February 6, 2025, to contract with a consultant for the creations of a Resiliency Plan; and

WHEREAS, the Committee consisting of the Community Development Director, Deputy Director and Permitting Office Supervisor met on March 21, 2025, to review and evaluate five (5) submittals received on March 3, 2025; and

WHEREAS, on March 3, 2025, the Committee ranked the responding top firms as follows:

Consultant	Score	Rank
Chen Moore & Associates, Inc.	30.73	1
Metric Engineering, Inc.	30.68	2
WSP USA Inc.	30.67	3
Vanasse Hangen Brustlin, Inc.	30.53	4
EBS	26.63	5
Garner Environmental Services, Inc.	24.97	6
IEM International Inc.	24.25	7
Hillmann Development Advisors, LLC	22.33	8
Raftelis Financial Consultants, Inc.	20.75	9
The Resiliency Initiative	19.33	10; and

WHEREAS, the Committee recommends the highest ranked firm, Chen Moore & Associates, Inc. for RFQ No. 25-004 be selected for contract negotiations.

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 accepts the ranking of the consulting firms responding to RFQ No. 25-004, entitled “Resiliency Plan (Re-Issued)”, as provided above.

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

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

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

PASSED AND ADOPTED on _____, 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
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY



City of Dania Beach
Finance
Yeimy Guzman, Chief Financial Officer
100 W. Dania Beach Boulevard, Dania Beach, FL 33004

EVALUATION TABULATION

RFQ No. 25-004

Resiliency Plan (Re-Issue)

RESPONSE DEADLINE: March 3, 2025 at 12:00 pm

Report Generated: Tuesday, April 1, 2025

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Chen Moore and Associates	EBS	Garner Environmental Services, Inc.	Hillmann Development Advisors, LLC	IEM International Inc	Metric Engineering, Inc.	Raftelis Financial Consultants, Inc.	The Resiliency Initiative	Vanasse Hangen Brustlin, Inc.
Have you uploaded your firm's proposal documents, required supporting attachments and submission requirements listed in sections 4.2 & 4.3?	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Does your submission include your firms' financials?	Pass	Pass	Pass	Pass	Pass	Pass	No Response	Pass	Pass

EVALUATION TABULATION
RFQ No. 25-004
Resiliency Plan (Re-Issue)

Question Title		WSP USA Inc.
Have you uploaded your firm's proposal documents, required supporting attachments and submission requirements listed in sections 4.2 & 4.3?		Pass
Does your submission include your firms' financials?		Pass

EVALUATORS

Name	Title	Agreement Accepted On
Corinne Lajoie	Deputy Director	Mar 7, 2025 11:08 AM
Shanesa Miranda	Permitting Supervisor	Mar 11, 2025 9:17 AM
Eleanor Norena	Director	Mar 18, 2025 4:21 PM

EVALUATION CRITERIA

Criteria	Weight (Points)
Firm Qualifications	40 (40% of Total)

Description:
Qualifications of the firm; number of years firm has been in business; references/past performance; recent, current, and project workloads.

Criteria	Weight (Points)
Experience and Qualification of Assigned Staff	30 (30% of Total)

Description:
Staff's experience, qualifications, and technical capabilities.

EVALUATION TABULATION
RFQ No. 25-004
Resiliency Plan (Re-Issue)

Criteria	Weight (Points)
Approach and Delivery of Services	25 (25% of Total)

Description:
Understanding the scope of work, ability to comply with the full scope of work, and the technical soundness of the proposal.

Criteria	Weight (Points)
Woman or Minority Business Enterprise	5 (5% of Total)

Description:
Current certification must be provided with response.

AGGREGATE SCORES SUMMARY

Vendor	Corinne Lajoie	Shaensa Miranda	Eleanor Norena	Total Score	Toped Ranked
Chen Moore and Associates	30.2	30.8	31.3	30.73	1
Metric Engineering, Inc.	28.9	31.5	31.5	30.68	2
WSP USA Inc.	29.5	31	31.5	30.67	3
Vanasse Hangen Brustlin, Inc.	28.6 (4)	31.5	31.5	30.53	4
EBS	23.7	29	27.3	26.63	5
Garner Environmental Services, Inc.	20.3	23.4	31.3	24.97	6
IEM International Inc	22.8	31.5	18.5	24.25	7

EVALUATION TABULATION
RFQ No. 25-004
Resiliency Plan (Re-Issue)

Vendor	Corinne Lajoie	Shaensa Miranda	Eleanor Norena	Total Score	Toped Ranked
Hillmann Development Advisors, LLC	13.5	30.5	23	22.33	8
Raftelis Financial Consultants, Inc.	22	21	19.3	20.75	9
The Resiliency Initiative	13.4	25.4	19.3	19.33	10

VENDOR SCORES BY EVALUATION CRITERIA

Vendor	Firm Qualifications 0-100 Points 40 Points (40%)	Experience and Qualification of Assigned Staff 0-100 Points 30 Points (30%)	Approach and Delivery of Services 0-100 Points 25 Points (25%)	Woman or Minority Business Enterprise 0-100 Points 5 Points (5%)	Total Score
Chen Moore and Associates	39.3	30	23.7	0	30.73
Metric Engineering, Inc.	39	29	24.3	5	30.68
WSP USA Inc.	39	29.7	23.7	5	30.67
Vanasse Hangen Brustlin, Inc.	39	28.7	24.3	5	30.53
EBS	38.7	21.7	17.7	5	26.63
Garner Environmental Services, Inc.	32.3	24	19.3	0	24.97
IEM International Inc	30	23.3	20	5	24.25
Hillmann Development Advisors, LLC	28.3	20	20	0	22.33
Raftelis Financial Consultants, Inc.	30	16.7	15	0	20.75

EVALUATION TABULATION
RFQ No. 25-004
Resiliency Plan (Re-Issue)

Vendor	Firm Qualifications 0-100 Points 40 Points (40%)	Experience and Qualification of Assigned Staff 0-100 Points 30 Points (30%)	Approach and Delivery of Services 0-100 Points 25 Points (25%)	Woman or Minority Business Enterprise 0-100 Points 5 Points (5%)	Total Score
The Resiliency Initiative	25	16.7	16.3	5	19.33



City of Dania Beach Community Development Memorandum

DATE: 4/22/2025

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
Claudia Viviana Batista, Planning and Zoning Manager

SUBJECT: VA-054-23/VA-020-24/OT-55-23/OT-057-23/SE-017-22/SP-16-22: The applicant and property owner, 380 Dania Plaza LLC, requests approval of Variances, Design Variations, Special Exception, and Site Plan for the construction of a 79-room hotel development on the property at 380 S Federal Highway.

Request: VARIANCES

1. CATEGORY OF TREES

To provide all trees as Category two, three, and four (2,3, and 4) where Category one (1) trees are required per Code Sec. 275-190(D) of the Land Development Code (LDC).

2. PERIMETER LANDSCAPING REQUIREMENTS

To provide the required trees and spacing on the outside of the wall (west side) in lieu of the inside (east side) of the wall per Code Sec. 275-110(D)(3) of the LDC.

DESIGN VARIATIONS

1. PARKING IN THE 1ST LAYER

- To allow for the proposed parking structure setback of thirteen feet and eight inches (13' - 8") along the North side (SW 3rd Place) where a minimum thirty-foot (30') setback is required per the City's LDC Sec. 303-80(E).

- To allow for the proposed parking structure setback of twenty-six feet and four inches (26' - 4") along the East side (Federal Highway) where a minimum thirty-foot (30')

setback is required per the City's LDC Sec. 303-80(E).

2. UPPER STORY SETBACKS

To provide a zero-foot (0') setback along the North side where a fourteen-foot (14') setback is required per City's LDC Sec. 303-80(N).

SPECIAL EXCEPTION

To allow hotel use.

SITE PLAN APPROVAL

The applicant is requesting Site Plan approval for the construction of a new six (6) story 79-room hotel, including a parking garage and a 799-square-foot ground floor restaurant.

Background:

PROPERTY INFORMATION:

EXISTING ZONING: South Federal Mixed-Use (SFED-MU)

LAND USE DESIGNATION: Regional Activity Center (RAC)

SITE ACREAGE: 0.67 acres (29,280 SF)

EXISTING USE: Motel

VIOLATIONS ON THE PROPERTY: No open violations on the property.

BACKGROUND

The subject property is a 0.67-acre parcel and is located west of South Federal Highway between SW 3rd Place and SW 4th Street. The property is currently operating as a Stay Inn Motel with twelve (12) rooms. The site is surrounded by multifamily residential to the north and a single-family residential to the west, a historically designated structure to the south, and commercial to the east. Approval of the requested site plan would allow for the development of a new six (6) story, 79-room hotel including a parking garage with sixty-two (62) parking spaces and a 799 square feet ground floor cafe. This application was received on February 3, 2022, which allows the project to utilize the Land Development Regulations in place at that time before the text amendment, which eliminated the use of incentives on March 12, 2024.

VARIANCES

1. CATEGORY OF TREES

The LDC states category one (1) trees shall constitute a minimum of forty percent (40%) of the total trees required. Due to height constraints because of existing overhang FP&L wires running on the north boundary of the property, the applicant is requesting a variance from Code Section 275-90(D) to provide smaller trees than required. Shade canopy trees achieve a maximum height of fifty feet (50') or more. As trees are required to have a fifteen-foot (15') distance from structures per Code Section 275-190(H)(1) to have sufficient area to mature, the applicant intends to provide twelve (12) trees of lesser Category two, three, and four where four (4) Category 1 trees are required. The LDC defines a Category one (1) tree as having a minimum overall height of fourteen feet (14'). This provision of the LDC is intended to create a uniform streetscape while establishing a minimum tree count.

Variance	Required by Code	Request
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Category 1 Trees	To provide 4 category 1 trees To provide 12 category 2 and 12 category 4 trees for a total of 24 trees
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The applicant provided the following justification for the variance request based on the variance criteria identified in the City’s LDC, Section 625-40:

Section 625 of the City’s LDC states, that the City Commission or Planning and Zoning Board, if applicable, shall hold its public hearing and, after consideration of the staff recommendation and public input, if any, may deny, approve, or approve with conditions the application for variance, based upon its determination that the request meets the criteria identified in Section 625-40, which are identified below. For each criteria, the applicant’s justification statement is provided, as well as the Community Development staff’s findings in *italics*.

1. “That the requested variance maintains the basic intent and purpose of the subject regulations, are particularly as it affects the stability and appearance of the city.”

Applicant: The intent and purpose of 275-190 is to provide shade canopy trees on a development site. However, the property is an urban infill development site in the CRA form-based district. The site has a five-foot (5’) setback from the north, a ten-foot (10’) setback from the west, an eight-foot-eight-inch (8’8”) setback from the south, and a five-foot (5’) setback from the east. Relief is being sought from the requirement to provide four (4) Category one (1) trees, which must be planted at least fifteen feet (15’) from the building. In lieu of this, the applicant is proposing to substitute the Category one (1) trees with additional Category two (2) and three (3) trees meeting the FPL Right Tree, Right Place Guidelines. The net result would be two (2) additional trees (in addition to the four (4) required) to make up for not planting the four (4) Category one (1) trees.

The Community Development staff recognizes that the applicant is working diligently to achieve the intent of the LDC landscape requirement, considering the current site conditions.

2. “That the requested variance is otherwise compatible with the surrounding land uses and would not be detrimental to the community.”

Applicant: The proposed variance is compatible with the residential uses to the north, south, and east. The project is providing additional landscaping in the form of additional Category two (2) and three (3) trees to the north and west boundary to create a buffer from the use to the residential neighbors to make up for not planting the Category one (1) trees.

The Community Development staff finds the request is compatible with the surrounding land uses in this area. Although smaller trees are proposed, the number of trees has increased.

3. “That the requested variance is consistent with, and in furtherance of, the goals, objectives, and policies of the adopted Comprehensive Plan, as amended from time to time, and all other similar plans adopted by the city.”

Applicant: The landscaping variance requested will enable the site to be developed from a

dilapidated motel structure to a modern boutique hotel with a ground-floor restaurant/café, which furthers the objectives and policies of the following comprehensive plan objectives and policies:

- Objective IV - Continue to implement redevelopment and renewal of blighted areas within the Dania Beach CDBG.
- Objective X - Land development regulations shall be maintained which provide for mixed land uses and other unique development techniques.
- Policy 10.1 Innovative site design and land planning shall be permitted within these land development regulations.
- Policy 10.2 The permitted uses of the Comprehensive Plan shall permit the mixing of land uses consistent with land development regulations.

The Community Development staff confirms that the variance request is in keeping with the Goals, Objectives, and Policies of the Dania Beach Comprehensive Plan, especially with policies in Future Land Use Element Objective 1.2.3 Policy 1.2.3.11 of Continue to promote and enhance the City's Tree and Landscape Regulations as a key element in retention and provision of private plant materials to support sustainable development principles of tree preservation, and minimal impact to the existing site resources.

4. "That the plight of the petitioner is due to unique circumstances of the property or petitioner which would render conformity with the strict requirements of the subject regulations unnecessarily burdensome."

Applicant: The development site is a small urban infill site that is required to comply with build-to-setback requirements of 0-5' on the north and 0-15' on the remaining street frontages. A 10' landscape buffer is provided on the west setback adjacent to the residential single-family home. In addition to the building setback required to be on the build-to line, the south side and north side of the Property have overhead powerlines, which further impede the ability to place the Category 1 trees.

The Community Development staff agrees with this justification.

5. "That the variance requested is the minimum variance that is necessary to afford relief to the petitioner while preserving the character, health, safety, and welfare of the community."

Applicant: The variance is the minimum variance needed to afford relief to the petitioner while preserving the character, health, safety, and welfare of the community. The applicant is not trying to eliminate its obligation to provide trees but rather is seeking to provide trees in a different category at a higher quantity.

The Community Development staff verifies that this is the minimum variance necessary to accommodate the project as proposed.

2. PERIMETER LANDSCAPING REQUIREMENTS

When a commercial property directly abuts a residentially zoned or used property, the LDC requires a tree to be installed one (1) per every forty (40) linear feet of residentially zoned or used property between the wall and said property per Code Section 275-110(D)(3) to create enough separation and buffer between uses. The applicant is proposing to provide the required number of trees in a single row located outside the wall (west side) in lieu of the inside (east side) of the wall in addition to shrub installation as per recommendation from City's Landscape. This regulation intends to provide a buffer between commercial use and the residential neighborhood by providing enough separation between uses and protecting privacy.

The applicant provided the following justification for the variance request based on the variance criteria identified in the City's LDC, Section 625-40:

Section 625 of the City's LDC states, that the City Commission or Planning and Zoning Board, if applicable, shall hold its public hearing and, after consideration of the staff recommendation and public input, if any, may deny, approve, or approve with conditions the application for variance, based upon its determination that the request meets the criteria identified in Section 625-40, which are identified below. For each criteria, the applicant's justification statement is provided, as well as the Community Development staff's findings in *italics*.

1. "That the requested variance maintains the basic intent and purpose of the subject regulations, particularly as it affects the stability and appearance of the city."

Applicant: The intent and purpose of 275-110 is to provide a landscape buffer between the commercial building and the adjacent residential property. However, the Property is an urban infill development site in the CRA form-based district. The site has a ten-foot (10') setback from the west. Relief is being sought from the requirement to provide a landscape buffer with trees planted between the fence and the commercial building. In lieu of this, the applicant is proposing to plant the trees on the west side of the fence so that the required trees maintain the appropriate distance from the commercial building. The quantity and spacing of trees will be met just by switching the location from the inside to the outside of the wall facing the neighbor. In turn, the neighbor will have a primary view of the landscaping rather than the fence.

The Community Development staff agrees with this assessment. Although the Code requires a minimum of ten feet (10') in depth for landscape in addition to the wall and a double row of category one (1) trees, the applicant is meeting this requirement. Only the location is different.

2. "That the requested variance is otherwise compatible with the surrounding land uses and would not be detrimental to the community."

Applicant: The proposed variance is compatible with the residential uses to the north, south and west. The project is providing the required spacing and is simply requesting to locate the trees on the outside of the wall facing the neighbor. The proposed variance will afford the neighbor with a primary view of the landscaping rather than having the primary view of a fence.

The Community Development staff finds the request is compatible with the surrounding land uses in this area. The applicant is providing double the minimum tree requirement to provide privacy to the immediate neighbor by providing extra foliage.

3. “That the requested variance is consistent with, and in furtherance of, the goals, objectives and policies of the adopted Comprehensive Plan, as amended from time to time, and all other similar plans adopted by the city.”

Applicant: The landscaping variance requested will enable the site to be developed from a dilapidated motel structure to modern boutique hotel with ground floor restaurant/café, which furthers the objectives and policies of the following comprehensive plan objectives and policies:

- Objective IV - Continue to implement redevelopment and renewal of blighted areas within the Dania Beach CDBG.
- Objective X - Land development regulations shall be maintained which provide for mixed land uses and other unique development techniques.
- Policy 10.1 Innovative site design and land planning shall be permitted within these land development regulations.
- Policy 10.2 The permitted uses of the Comprehensive Plan shall permit the mixing of land uses consistent with land development regulations.

The Community Development staff confirms that the variance request is in keeping with the Goals, Objectives and Policies of the Dania Beach Comprehensive Plan, especially with policies in the Future Land Use Element Objective 1.2.3 Policy 1.2.3.11 of Continue to promote and enhance the City's Tree and Landscape Regulations as a key element in retention and provision of private plant materials to support sustainable development principles of tree preservation, and minimal impact to the existing site resources.

4. “That the plight of the petitioner is due to unique circumstances of the property or petitioner which would render conformity with the strict requirements of the subject regulations unnecessarily burdensome.”

Applicant: The development site is a compact urban infill site which is required to comply with build-to setback requirements of 0-5’ on the north and 0-15’ on the remaining street frontages. A 10’ landscape buffer is provided on the west setback adjacent to the residential single-family home. Placing the trees on the inside of the fence per the code requirement would be unnecessarily burdensome.

The Community Development staff agrees with this justification. The applicant proposes to install category three (3) trees, exceeding the minimum number of trees required to ensure enough foliage for privacy purposes exists for the neighbor to the west. In addition, due to the utility line running over the west boundary, the applicant is limited to the category of tree to avoid interference of the powerline running over the tree line and to meet the FPL Right Tree, Right Place Guidelines.

5. “That the variance requested is the minimum variance that is necessary to afford relief to the petitioner, while preserving the character, health, safety and welfare of the community.”

Applicant: The variance is the minimum variance needed to afford relief to the petitioner while preserving the character, health, safety, and welfare of the community. The applicant is not trying to eliminate its obligation to provide trees, but rather to plant the trees in a way that provides the proper distance between the trees and the commercial building.

The Community Development staff verifies that this is the minimum variance necessary to accommodate the project as proposed.

DESIGN VARIATIONS

1. FIRST LAYER

The property has three (3) street frontages. The Northeast corner of the project is required to be occupied by a liner building with active uses as per City's LDC Section 303-80(E). The applicant is proposing a parking garage facing SW 3rd Place (along the north side of the building), with a five-foot (5') setback from the property line. Parking is permitted only in the second layer hidden from street view and setback from any secondary street by a minimum of thirty (30) feet. This provision of the LDC ensures that parking structure placement is setback from any second street property line to create an urban style development.

The information for each Design Variation provided below from the applicant addresses the criteria identified in Section 301-50(D) of the LDC:

1. Whether the request is for a reasonable accommodation of design flexibility that results in overall superior development and design consistent with the intent and principles of this subpart that govern the standard for which variation is requested; or

Applicant Response: This is an urban infill site that is surrounded on three (3) sides by streets. The site is only 140'x142' in width and complies with this code requirement along Federal Highway and SW 4th Street. The only side that does not comply with this code requirement is SW 3rd Place (north side of the Property). If the site was required to comply with this requirement on the north side, this would leave no space to provide interior traffic circulation and a parking garage.

The Community Development Staff considers the first layer variation request is needed in order to accommodate the existing conditions of the property in order to maximize the use of the property for the development.

2. Whether the variation is appropriate to accommodate site conditions not anticipated in these regulations or to reconcile conflicting requirements, provided the request is generally consistent with the intent and principles of this subpart that govern the standard for which variation is requested.

Applicant Response: This is an urban infill site that is surrounded on three (3) sides by streets. The site is only 140'x142' in width and complies with this code requirement along Federal, SW 4th Street. The only side that does not comply with this code requirement is SW 3rd Place (north side of the Property). If the site was required to comply with this requirement on the north side,

this would leave no space to provide a parking garage.

The Community Development staff agrees with this assessment. Due to the size constraints of the site, the applicant is proposing a thirteen feet eight inches (13'8") setback from the property line and a landscape buffer to soften the appearance on the north elevation.

2. UPPER STORY SETBACKS

The applicant is proposing an upper story setback of zero feet (0') along the north boundary due to the parking structure proposed on the north side and one foot and eight inches (1'8") along the south side due to the stairwell egress. The LDC requires upper story setbacks to be ten percent (10%) of lot width up to a maximum of thirty feet (30') required on corner sides for any part of building exceeding three (3) stories as per Code Section 303-80(N) (**former Form-Based Code Section**). This property is required to provide a fourteen-foot (14') upper story setback. This provision of the LDC ensures that the building structure is set back from any second street property line to create an urban-style development.

The information for each Design Variation provided below from the applicant addresses the criteria identified in Section 301-50(D) of the LDC:

1. Whether the request is for a reasonable accommodation of design flexibility that results in overall superior development and design consistent with the intent and principles of this subpart that govern the standard for which variation is requested; or

Applicant Response: This is an urban infill site that is surrounded on three (3) sides by streets. The site is only 140'x142' in width and complies with this code requirement along Federal, SW 4th Street. The only side that does not comply with this code requirement is SW 3rd Place (north side of the Property) to accommodate parking requirements for the use. If the site was required to comply with this requirement on the north side, this would leave no space to provide a parking garage.

The Community Development Staff considers the upper story setback variation request is the minimum design variation needed in order to accommodate parking requirements for the use to operate. In addition, SW 3 Place is used as an alley.

2. Whether the variation is appropriate to accommodate site conditions not anticipated in these regulations or to reconcile conflicting requirements, provided the request is generally consistent with the intent and principles of this subpart that govern the standard for which variation is requested.

Applicant Response: This is an urban infill site that is surrounded on three (3) sides by streets. The site is only 140'x142' in width and complies with this code requirement along Federal, SW 4th Street. The only side that does not comply with this code requirement is SW 3rd Place (north side of the Property) to accommodate parking requirements for the use. If the site was required to comply with this requirement on the north side, this would leave no space to provide a parking garage.

The Community Development staff agrees with this assessment. The infill development will enhance the area with more urban development than the existing conditions.

SPECIAL EXCEPTION

The applicant is proposing to operate a 79-room hotel. As per Code Sec. 302-10, lodging use is permitted as a Special Exception use in the South Federal Mixed-Use (SFED-MU) with the following conditions:

1. City Commission allocation of LAC or RAC rooms/units;

The applicant complied with this condition. The existing land size is credited for the proposed new hotel. In this case, the acreage is the same; therefore, no change is needed.

2. Guestroom access shall be via interior corridors;

The applicant complied with this condition. All proposed rooms have access via interior corridors.

100. HVAC units shall not be visible from the exterior of the building;

The applicant complied with this condition. All mechanical equipment is proposed to be on the rooftop and will not be visible from any façade of the building.

500. Parking, service or loading areas shall not be located within twenty-five (25) feet of a residential zoning district unless separated by a street, canal, or rail line, or located entirely within an enclosed building;

The applicant complied with this condition. All proposed parking is entirely within the enclosed building.

5. Overnight commercial vehicle parking is prohibited.

The applicant complied with this condition. The only overnight parking allowed is for the guests of the hotel.

In addition, Section 630-50(A) of the City's LDC states that the Planning and Zoning Board or City Commission, as applicable, shall review the application to determine whether the special exception use complies with the below standards and may deny, approve, or approve the application with conditions. In issuing its decision to grant a Special Exception, the City may place more restrictive requirements and conditions on applicants than are provided in the code when the conditions are based upon site considerations and its use, and the potentially resulting impacts upon the surrounding area or zoning district where the subject property is located.

1. That the use is permitted as a special exception use as set forth in the use regulations of part 1 of this code.

Applicant: The proposed use is a Special Exception under LDC Sec. 302-10, South Federal Mixed-Use (SFED-MU) District: Lodging: "Hotel, extended-stay hotel, condominium hotel, or time-share containing at least 75 rooms or keys".

The Community Development staff concurs with this statement. The current use is a motel and

the proposed redevelopment of the site to accommodate a new larger hotel will enhance the character of the area.

2. That the use will not cause a detrimental impact to the value of existing contiguous uses, uses in the general area, and to the zoning district where it is to be located.

Applicant: The proposed hotel is not inconsistent with uses in the general area or the South Federal Mixed-Use (SFED-MU) zoning district. All lodging, parking, and amenities are conducted within the confines of the building space. The proposed hotel is located where the use has been established and operating as well as other lodging uses in the area. The proposed hotel will enhance the existing contiguous area and neighborhood by incorporating the following design features:

1. *Removing the existing back-out parking which currently exists along SW 4th street and US1/ S. Federal Hwy. All proposed parking will be contained within the parking garage.*
2. *Landscape buffers are provided along the north and the west property lines abutting residential uses where currently there is no meaningful buffer creating a privacy barrier to protect the neighbors from hotel activity and soften the appearance.*
3. *The new building replaces an outdated and dilapidated building with an architecturally appealing development to enhance the neighborhood.*

Community Development staff considers the proposed request will add value to the area and the surrounding community by eliminating the aforementioned issues.

3. That the use will be compatible with the existing uses on contiguous property, with uses in the general area and zoning district where the use is to be located and compatible with the general character of the area, considering population density, design, scale and orientation of structures to the area, property values and existing similar uses or zoning.

Applicant: The following are the uses which are adjacent to the proposed hotel:

North: Royal Palm Gardens Condo / 30-unit, 3-story condominium

South: Single family dwelling (note that single family dwellings were established prior the RAC establishment)

East: Super 8 Motel / 37-room motel, 2 stories

West: Single-family dwelling (note that single-family dwellings were established prior to the RAC establishment).

The Community Development staff concurs that the surrounding uses will not be impacted negatively by the proposed development. The proposed use is on a major corridor and is compatible with similar uses in the area. In addition, staff has requested channelized vehicle movement to ensure all traffic to and from the hotel utilize US1 and not the neighborhood streets.

4. That adequate landscaping and screening are provided to buffer adjacent uses from potential incompatibilities.

Applicant: The Applicant is providing a 10' wide landscape buffer on the west property line together to provide a buffer between the abutting single-family use on the west side of the Development Site.

The Community Development staff agrees that the applicant has been diligent in providing landscape and enough buffer to meet the FPL guidelines. In addition, all parking is screened from street view.

5. That adequate parking and loading is provided, and ingress and egress is so designed as to cause minimum interference with traffic on abutting streets.

Applicant: Access to the development will be from SW 4th Street. Access to the parking garage will be consolidated to one access opening, rather than the current condition which has back-out parking along both SW 4th Street and Federal Highway. The loading area is contained within the parking garage, and circulation for parking is also provided within the footprint of the parking garage. The Applicant will be providing 60 parking spaces in the garage and 2 one-street parallel parking spaces for a total of 62 spaces.

The Community Development staff agrees with this statement. All parking is enclosed in the garage, and only two (2) on-street parking spaces are proposed on SW 4th Street to provide a drop-off area, avoiding any traffic interference on Federal Highway. Additionally, staff has requested channelized vehicle movement to ensure all traffic to and from the site utilize US1 and not the neighboring streets.

6. That the use will not have a detrimental environmental impact upon contiguous properties and upon properties located in the general area or an environmental impact inconsistent with the health, safety and welfare of the community.

Applicant: There are no environmental impacts. The property is currently used as a motel and the proposed use as a hotel is consistent with the existing use and does not pose a negative environmental impact. The proposed hotel will be participating in the City's voluntary green building/development program as provided in Section 305-50 of the Land Development Code, which requires the use of green building practices. Therefore, the proposed hotel will be designed to lessen the environmental effects associated with other new buildings.

The Community Development staff agrees with this statement.

7. That the use will not have a detrimental effect on vehicular or pedestrian traffic, or parking conditions, and will not result in the generation or creation of traffic inconsistent with the health, safety and welfare of the community.

Staff: The proposed hotel will be improving safety by incorporating the following design features:

1. Removing the back-out parking on to Federal Highway and SW 4th Street;

2. Consolidating access to one ingress/egress point on SW 4th Street;
3. Containing all parking within the parking garage (rather than having unsightly surface parking);
4. Parking, circulation and loading is fully contained within the parking garage.

The Community Development staff agrees with this statement. The applicant is meeting all CRA Redevelopment Plan requirements for streetscape enhancing pedestrian activity. Additionally, staff has requested channelized vehicle movement to ensure all traffic to and from the site utilize US1 and not the neighboring streets.

8. That the use will not utilize turning movements in relation to its access to public roads or intersections, or its location in relation to other structures or proposed structures on or near the site that would be hazardous or a nuisance.

Applicant: Access to and from the parking garage is along SW 4th Street. Cars arriving to the hotel will likely be arriving from Federal Highway and will be able to make either a right turn or left turn from Federal on to SW 4th Street. If cars are existing the garage they will most likely be heading toward Federal Highway where they can either make a left or right turn. Federal Highway in this location is a 4-lane roadway (2 lanes in each direction) with a center turn lane (see aerial). The proposed consolidation of access along SW 4th Street (rather than Federal) is encouraged by the City's code to allow for an uninterrupted streetscape along Federal Highway.

Community Development staff agrees with this statement. Applicant is channelizing traffic from the project to head east, instead of circulating within the residential area to the west.

9. That the use will not have a detrimental effect on the future development of contiguous properties or the general area, according to the comprehensive plan.

Applicant: The proposed hotel will not affect future development of contiguous properties in the general area. The only abutting property is to the west (the single-family home) and the building complies with the setback requirement as well as the 10' buffer requirement. The remaining adjacent properties (north, south and east) are separated from the Development Site by SW 3rd Place, SW 4th Street and Federal Highway.

Community Development staff agrees with this statement.

10. That the use will not result in the creation of incompatible noise, lights, vibrations, fumes, odors, dust or physical activities, taking into account existing uses, uses located on contiguous properties, uses in the general area and the zoning in the vicinity due to its nature, duration, direction or character.

Applicant: The proposed use is a lodging use, which is identical to the existing use on the development site. Lodging is similar to residential (i.e., the hotel room serves as a "home away

from home” for its guests). In fact, the City’s Residential land use category permits hotel uses, which further demonstrates the compatibility of these uses with the neighboring residential uses. The hotel does not have any odor, fumes, lights, vibrations or other features which would render the use incompatible with the general area.

The Community Development staff agrees with this statement. The current use operating is the same as the one being proposed.

11. That the use will not overburden existing public services and facilities.

Applicant: Here is adequate capacity (public services) to service the proposed development. See Article 805 of this narrative addressing concurrency. In addition, the applicant is proposing an on-site drainage well.

The Community Development staff agrees with this statement. Confirmed through DRC review.

SITE PLAN:

The proposed development would consist of a new six (6) story, 79-room hotel with a 799 square feet ground floor coffee shop. The development will include a parking garage with sixty-two (62) parking spaces. The project is required to meet the CRA standards for streetscape and furnishing. The applicant will provide a bus shelter, replacing the existing bus stop sign and bench and hardscape as demonstrated on the Site Plan. To alleviate the traffic impact of the project, staff has requested the applicant to channel exiting traffic to lead it to the east with a left turn only toward Federal Highway.

The proposed hotel is to replace the existing motel. Therefore, there is no additional impact to the hotel use allowed in the Regional Activity Center.

INCENTIVES

The applicant is proposing the use of incentives (**former Form-Based Code**) to obtain two (2) additional stories, which adds thirty-two feet (32’) to the height of the building.

SUSTAINABLE BUILDING PRACTICE

The incentive the developer is participating in is the Sustainable Building Practices. Participation in the Sustainable Building Practices requires the applicant to provide a green building certificate to qualify for four (4) additional stories as an incentive. The applicant is pursuing a third-party certification under the National Green Building Standard (NGBS) and achieving a LEED Silver level certification to use two (2) of the four (4) additional stories incentive. One of these requirements including the applicant providing a performance bond, per Section 305-50(E)(1) to be approved by the Community Development Director prior to issuance of a building permit.

In addition to having to post a bond with the City, the LDC per Code Sec. 305-50(F) requires the applicant to provide:

- A. A notarized affidavit from the project architect demonstrating that the approved green building measures have been incorporated into the project plans prior to issuance of a building permit.
- B. Provide project site and engineering plans that clearly detail all green building measures that are intended to qualify for incentives prior to issuance of a building permit.
- C. A notarized affidavit certifying that a green building expert professionally certified or

accredited by a third-party green building and development director is a part of the development team and shall remain part of the project team throughout its duration prior to issuance of a building permit.

The applicant has not yet provided these requirements. Staff is asking that they be provided prior to issuance of a building permit.

Parking Reduction for Transportation Demand Strategy (TDM)

In order to reduce parking, the proposed development is implementing the parking reduction for the Transportation Demand Strategy. The applicant is utilizing the following strategies in order to reduce the number of required parking spaces by six (6) parking spaces from the total parking requirement from the Code.

1. Sheltered, secured bicycle storage facilities.
2. Employee shower and changing facilities.
3. A demonstration of a bus shelter or transit/bus pick-up facility within three hundred (300) feet of the property to reduce.

Each of these strategies must be illustrated on the site plan, which the applicant has not yet provided. Staff has requested these requirements be provided prior to a building permit. In addition, the applicant will provide a shuttle to provide transportation to and from the airport.

Stormwater Management:

The City's Code of Ordinance requires a Storm Water Management Plan to be submitted and approved prior to issuance of a building permit. A stormwater management plan is mandatory for all projects that change the surface to be impervious or alter pervious areas, regardless of City Commission approval. Post-development runoff must not exceed pre-development runoff rates for a 25-year storm event. The City's current drainage level of service is to retain the first inch of rainfall on-site and maintain predevelopment runoff rates for a 25-year storm event. The city enforces a "General Requirements" stormwater management plan, including an "interim design standard" specifying groundwater and surface water levels before a design event. Please refer to Resolution No. 2023-039 and Ordinance No. 2023-007.

Based on the applicant's preliminary drainage report and plans, it does indicate that the project will be designed to meet the city's minimum stormwater requirements. The Site Plan identifies twenty percent (20%) of land as pervious area where the Land Development Code requires a fifteen percent (15%) as pervious per Code Section 303-50(I).

The applicant provided enough support to demonstrate the site will meet the drainage assessment of the preliminary design with the following:

- An onsite drainage well is proposed.
- The EOR confirmed with BC that the garage may be removed from the drainage calculations for water quality purposes.
- The EOR provided an additional signed and sealed drainage statement indicating that the city code requirements will be met onsite. The volume of the 1-inch over the site will be retained in the drainage well and indicate that the pre-posed analysis was met for the 25-year 3-day storm event. The 25-year 3-day storm event is larger than the 25-year 24-hour storm event. The EOR will include the 25-year 24-hour pre-post and the storm routings in the final drainage report at the time of building permitting.

- The EOR is aware that a BC SWM License is required at the time of building permitting.

Staff has requested the developer to provide increased drainage capacity to accommodate the storage of additional stormwater retention, above the minimum required due in part to a demonstrated need in the immediate area.

TRAFFIC STUDY:

The traffic study submitted by the applicant was updated in July 2024. The City Engineer accepted the findings in the report.

COMMUNITY OUTREACH

The applicant has held three (3) meetings with the community. The first meeting was held via Zoom on September 14, 2023. Then the applicant conducted a second public outreach in person to allow residents who could not attend to the virtual meeting to participate on September 19, 2023. Many of the residents attended and voiced their concerns about privacy and screening from the amenities level to their properties.

The applicant took into consideration their issues and modified the proposal to reduce the units from 90 to 79 rooms from the original design by providing a better setback in upper levels and removing two design variations originally requested.

On Tuesday, October 22, 2024 the developer held a third community outreach presenting the updated and revised design to the community. Several members of the community attended the meeting and raised concerns regarding drainage, flooding, and run-off water, loading on Federal Highway, traffic increase in residential areas, and criminal activities in the area. The developer's team was able to respond to all questions and provide further follow-up if other questions arose. Three members of the public were in favor. A summary of the outreach meeting is included in the backup materials.

IMPACT FEES

Public Art: The City's Public Art Program specifies a fee to be paid into the Public Art fund by new development projects over \$1 million in construction value. Based on the construction value, the applicant must contribute into the City's Public Art fund. Alternatively, they may choose to install public art on site equal to half of the required contribution and provide payment into the City's Public Art fund.

RAC Traffic: The Traffic statement prepared by KBP consulting in March 2022 and updated in July 2024, identify twenty-six (26) PM peak hour trips, whereas the existing was identified with five (5) PM peak hour trips. Therefore, the proposed use is more intense than the existing. There will be RAC Traffic Impact Fees for this development for a total of \$552.76.

DEVELOPMENT REVIEW COMMITTEE (DRC)

The site plan was reviewed by the DRC on February 24, 2022; September 22, 2022; July 27, 2023; April 25, 2024; and August 22, 2024. The committee includes personnel from the BSO Fire, Public Services, the City's landscape consultant, and the Community Development Department's Planning Division. The applicant has several outstanding staff comments that must be addressed prior to issuance of a building permit or otherwise specified time frame, which are provided below. The DRC comments are listed as conditions of approval in the site plan resolution and are provided below.

1. Per Code Sec. 265-91 the developer shall provide the proposed TDM strategies details on

the site plan (1. Sheltered, secured bicycle storage facility; 2. Employee shower and changing facilities; 3. Identify a bus shelter or transit within 300FT of the property) and provide documentation of monitoring plan identifying a TDM coordinator and who shall be responsible for TDM program and other specifics of the respective strategy before permit issuance. (Planning & Zoning)

2. Per Code Sec. 305-50(F), the applicant must provide a notarized affidavit from the project architect demonstrating that the approved green building measures have been incorporated into the project plans prior to issuance of a building permit. (Planning & Zoning)
3. Per Code Sec. 305-50(F), the applicant must provide project site and engineering plans that clearly detail all green building measures that are intended to qualify for incentives prior to issuance of a building permit. (Planning & Zoning)
4. Per Code Sec. 305-50(F), the applicant must provide a notarized affidavit certifying that a green building expert professionally certified or accredited by a third-party green building and development director is a part of the development team and shall remain part of the project team throughout its duration prior to issuance of a building permit. (Planning & Zoning)
5. Participants in the voluntary green building program shall post a performance bond, letter of credit, or other form of surety approved by the city attorney before issuance of Certificate of Occupancy. The percentage of the bond will be determined based on the total cost of construction prior to building issuance. (Planning & Zoning)
6. The developer shall provide details of the proposed hardscape and bus shelter to meet CRA standards before permit issuance (Planning & Zoning)
7. Provide a left turn-on-only sign and on-ground marking to ensure traffic is directed to Federal Highway (Planning & Zoning)
8. The developer is required to participate in the City's Public Art program by payment into the City's Public Art fund or through payment and installation of public art. The amount of the Public Art Fund contribution is dependent on the value of the construction, which will be established at the time of building permit submittal (Planning & Zoning).
9. RAC TRAFFIC IMPACT MITIGATION KBP Consulting Inc Traffic Impact Analysis signed and dated July 2024, identifies twenty-six (26) PM peak hour Trips for the Dania Plaza site plan. Therefore, \$552.76 (26 trips X \$21.26) is due prior to issuance of a building permit. (Planning & Zoning)
10. For all projects resulting in buildout of the site, such that construction staging cannot occur on site, must obtain Staging Plan approval by the Community Development Director prior to issuance of a building permit. The Staging Plan must include, but is not limited to, the location of equipment and material during construction. (Planning & Zoning)
11. For all projects resulting in a buildout of the site, such that construction staging cannot occur on site, the applicant must obtain Maintenance of Traffic (MOT) Plan approval by the City Engineer for a period of construction prior to issuance of a building permit. (Planning & Zoning)
12. Per O-2017-027 & O-2018-019. Commercial properties under construction are required to provide security to fencing with screening showing project rendering covering at least 75% of the length of the fence along an arterial or state right-of-way & 25% for local roads and must include name and intended use of the project, project rendering, project website address, and owner or agent, the telephone number for the owner or agent, and the name and an emergency contact telephone number of the general contractor. Provide screen details prior to issuance of master construction permit. The City Commission must approve the use of the City Logo. (Planning & Zoning)
13. The proximity to the airport will require FAA/BCAD review and approval. Contact William Castillo, Airport Planner with Broward County Aviation Department, located at

2200 SW 45 Street, Suite 101, Dania Beach, FL 33315, (954) 359-6100. (Planning & Zoning)

14. The Owner shall line the gravity sanitary sewer main from the terminal MH on SW 4th Street to SW 2nd Ave. (Engineering)
15. Due to the fact that the City of Dania Beach is approaching its sewer capacity with respect to the large user agreements, additional flows may generate the need to modify the agreement; thus, there may be additional fees for the City of Hollywood to process the request. The Developer is responsible for all fees to update the agreement if required. (Engineering)
16. A BC SWM License and FDEP permit are required for the proposed stormwater management system and drainage well. (Engineering)
17. If pavement restoration is determined it will be required, then the restoration limits will be confirmed at the pre-construction meeting. (Engineering)
18. Additional topographical information adjacent to the site and in the Right-of-Way (ROW) is required at the time of the building and ROW permit submittals. (Engineering)
19. Additional comments may apply and will need to be addressed prior to Building Permit approval. (Engineering)
20. In accordance with City Code of Ordinances in Article 415. SIDEWALKS AND SWALES, Owner is responsible for the construction of sidewalks / swales within the road ROW when buildings are constructed or substantially improved. (Engineering)
21. Provide BC standard details for pavement marking and signage. All traffic control signs shall conform to Broward County Traffic Engineering (BCTED) and MUTCD standards. BCTED signs specifications consist of Type XI retroreflective sheeting materials except for school zone and pedestrian signs which shall be comprised of retroreflective fluorescent yellow-green sheeting certified type IV. (Engineering)
22. All pavement markings shall be alkyd-based thermoplastic and fully retro-reflectorized, per BCTED specifications with the exception of parking stall striping. (Engineering)
23. Provide Maintenance of Traffic (MOT) Plan by a licensed General Contractor/Professional Engineer in the State of Florida (If applicable). (Engineering)
24. Detail and complete engineering plans will be required prior to Building and R/W permit approval.
25. Provide utility piping conflict details plan, along with documentation to demonstrate acceptability of the separation between water, sanitary, storm-water service lines, etc. (Engineering)
26. Also show all existing and proposed utilities on the landscaping plans for potential conflicts. (Engineering)
27. Provide ADA parking, access/driveway, and sidewalks /ramps, including dimensions in accordance with Chapter 553 of the Florida Statutes. "Accessibility of Handicapped Persons" and the latest edition of the "Accessibility Requirements Manual" by Department of Community Affairs, Florida Board Building Codes and Standards, and in accordance with Americans with Disability Act (ADA). (Engineering)
28. Provide regulatory agencies' approval documentation and Permits/Licenses (as applicable) as part of the final submittal, prior to issuance of the Building Permit (South Florida Water Management District (SFWMD), Broward County Surface Water License, Broward County EPGMD Wastewater Permit / BC Water and Wastewater Approval, Florida Department of Environmental Protection, FDOT, BC Environmental, BC Aviation, BCTED etc.). Also, include Utility / Right of Way Permits from City, Broward County, and State Roads, as applicable. (Engineering)

COMPREHENSIVE PLAN

This application supports the Comprehensive Plan by furthering the following goals:

Future Land Use Element

- *Policy 1.1.5.1* Encourage development to enhance the tax base of the community.
- *Policy 1.1.5.5* Commercial, office, employment center and industrial land uses will be identified in accordance with the Comprehensive Plan.

Policy 1.1.10.2 The permitted uses of the Comprehensive Plan shall permit the mixing of land uses consistent with land development regulations.

Budgetary Impact

Approval of the Variances, Design Variations, Special Exception, and Site Plan will enable this site to be redeveloped, expanding the City's tax roll and collection of applicable impact fees as described in this staff report.

Recommendation

The Community Development Department is recommending approval of the resolution for the Variances, Design Variations, Special Exception, and Site Plan, providing that the remaining DRC comments are made conditions of approval and must be addressed prior to the issuance of a building permit.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE SITE PLAN (SP-016-22), SPECIAL EXCEPTION (SE-017-22), DESIGN VARIATIONS (OT-055-23, OT-057-23), AND TWO VARIANCES (VA-054-23 AND VA-020-24) SUBMITTED BY THE OWNER 380 DANIA PLAZA LLC FOR THE PROPERTY GENERALLY LOCATED AT 380 S. FEDERAL HIGHWAY, IN THE CITY OF DANIA BEACH, PROVIDING FOR CONDITIONS; CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to the Chapter 28, entitled "Land Development Code" (the "LDC"), of Part 6, entitled "Development Review Procedures and Requirements," Article 635, entitled "Site Plans" of the City Code of Ordinances (the "City Code") provides that site plan approval is required as a condition to the issuance of a building permit; and

WHEREAS, 380 Dania Plaza LLC (the "Applicant"), is requesting site plan approval for the proposed construction of a new 79 Room Hotel with a cafe development (SP-016-22) as referenced in Exhibit "B," for property legally described in Exhibit "A", a copy of which is made a part of and incorporated into this Resolution by this reference; and

WHEREAS, the Applicant has requested a Special Exception for the use as a hotel (SE-017-22); and

WHEREAS, the Applicant has requested a Design Variation from the minimum setback requirement for the parking structure from the secondary street (OT-055-23); and

WHEREAS, the Applicant has requested a Design Variation from the minimum requirement for the upper story setback (OT-057-23); and

WHEREAS, Chapter 28, Part 6 of the LDC, Article 625, entitled "Variances," Section 625-40 states that the City Commission may grant a variance based on its determination that the petitioner has demonstrated that the necessary criteria identified in the LDC have been satisfied; and

WHEREAS, the Applicant has requested a Variance to provide all Class 2, 3 and 4 plant material for canopy/shade trees due to spacing requirements where Section 275-190 (H) (1) requires Category 1 Trees to be planted 15' from structures (VA-054-23); and

WHEREAS, the Applicant has requested a Variance to provide the required trees to be installed outside the wall/fence between the residential property and the said property due to a 10' setback in lieu of being installed inside the fence where Section 275-190 (D) (3) requires the trees to be installed between the residential property and said property (VA-020-24); and

WHEREAS, the City Commission conducted a duly noticed public hearing in accordance with Article 610 of the LDC; and

WHEREAS, the Applicant has provided sufficient justification demonstrating compliance with the approval criteria to meet the requirements of the Code; and

WHEREAS, the City's Staff Report analyzes the applicant's request based on the criteria and supports the Applicant's request and is incorporated by reference herein as the City's findings

WHEREAS, the City Commission finds that the approval of the proposed Site Plan (SP-016-22), Special Exception (SE-017-22), Design Variations (OT-055-23, OT-057-23), and two Variances (VA-054-23 and VA-020-24) to permit the future development of the subject property pursuant to and consistent with the attached site plan provided as Exhibit "B", a copy of which is made a part of and incorporated into this resolution; and

WHEREAS, the City Commission finds that the approval of the Site Plan (SP-016-22), Special Exception (SE-017-22), Design Variations (OT-055-23, OT-057-23), and two Variances (VA-054-23 and VA-020-24) are consistent with the City's Land Development Code and Comprehensive Plan and will protect the health, safety, and welfare of the residents of the City, and furthers the purpose, goals, objectives, and policies of the Comprehensive Plan; and

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 pursuant to Chapter 28 "Land Development Code," Part 6 "Development Review Procedures and Requirements," Article 635 "Site Plans," the following Site Plan (SP-65-22), attached as Exhibit "B," a copy of which is made a part of and incorporated into this Resolution by this reference, is approved.

Section 3. That pursuant to Chapter 28 "Land Development Code," Subpart 1, Article 301, "Legal and Administrative Provisions," Section 301-50, "Variations in design; procedure for review of design variations," the following Design Variation Applications (Variations (OT-055-23, OT-057-23) are approved as consistent with the Site Plan provided in Exhibit "B".

Section 4. That pursuant to Chapter 28, "Land Development Code", Part 6 "Development Review Procedures and Requirements," Article 625 "Variances," the Variance applications (VA-054-23 and VA-022-24) are approved as consistent with the Site Plan provided in Exhibit "B".

Section 5. That the special exception application (SE-017-22) is approved.

Section 6. That the approvals granted by this Resolution are subject to the Applicant's compliance with the following conditions:

1. Per Code Sec. 265-91 the developer shall provide the proposed TDM strategies details on the site plan and provide documentation of monitoring plan identifying a TDM coordinator and who shall be responsible for TDM program and other specifics of the respective strategy before permit issuance. (Planning& Zoning)
2. Per Code Sec. 305-50(F) the applicant must provide a notarized affidavit from project architect demonstrating that the approved green building measures have been incorporated into the project plans prior to issuance of a building permit. (Planning& Zoning)
3. Per Code Sec. 305-50(F) the applicant must provide project site and engineering plans that clearly detail all green building measures which are intended to qualify for incentives prior to issuance of a building permit. (Planning& Zoning)
4. Per Code Sec. 305-50(F) the applicant must provide a notarized affidavit certifying that a green building expert professionally certified or accredited by a third-party green building and development director is a part of the development team and shall remain part of the project team throughout its duration prior to issuance of a building permit. (Planning& Zoning)
5. Participants in the voluntary green building program shall post a performance bond, letter of credit or other form of surety approved by the city attorney before issuance of Certificate of Occupancy. Percentage of the bond will be determined based on total cost of construction prior to building issuance. (Planning& Zoning)
6. The developer shall provide details of the proposed hardscape and bus shelter to meet CRA standards before permit issuance (Planning& Zoning)
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8. The developer is required to participate in the City's Public Art program by payment into the City's Public Art fund or through payment and instillation of public art. The amount of the Public Art Fund contribution is dependent on the value of the construction which will be established at the time of building permit submittal (Planning& Zoning).
9. RAC TRAFFIC IMPACT MITIGATION KBP Consulting Inc Traffic Impact Analysis signed and dated July 2024, identifies twenty-six (26) PM peak hour Trips for the Dania

Plaza site plan. Therefore, \$552.76 (26 trips X \$21.26) is due prior to issuance of a building permit. (Planning & Zoning)

10. For all projects resulting in buildout of the site, such that construction staging cannot occur on site, must obtain Staging Plan approval by the Community Development Director prior to issuance of a building permit. The Staging Plan must include, but is not limited to, the location of equipment and material during construction. (Planning & Zoning)
11. For all projects resulting in buildout of the site, such that construction staging cannot occur on site, the applicant must obtain Maintenance of Traffic (MOT) Plan approval by the City Engineer for period of construction prior to issuance of a building permit. Planning & Zoning)
12. Per O-2017-027 & O-2018-019. Commercial properties under construction are required to provide security to fencing with screening showing project rendering covering at least 75% of the length of the fence along an arterial or state right-of-way & 25% for local roads and must include name and intended use of the project, project rendering, project website address, and owner or agent, the telephone number for the owner or agent, and the name and an emergency contact telephone number of the general contractor. Provide screen details prior to issuance of master construction permit. The City Commission must approve the use of the City Logo. (Planning & Zoning)
13. The proximity to the airport will require FAA/BCAD review and approval. Contact William Castillo, Airport Planner with Broward County Aviation Department, located at 2200 SW 45 Street, Suite 101, Dania Beach, FL 33315, (954) 359-6100. (Planning & Zoning)
14. The Owner shall line the gravity sanitary sewer main from the terminal MH on SW 4th Street to SW 2nd Ave.(Engineering)
15. Due to the fact that the City of Dania Beach is approaching their sewer capacity with respect to the large user agreements, additional flows may generate the need to modify the agreement; thus, there may be additional fees for the City of Hollywood to process the request. The Developer is responsible for all fees to update the agreement if required. (Engineering)
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17. If pavement restoration is determined it will be required, then the restoration limits will be confirmed at the pre-construction meeting. (Engineering)
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19. Additional comments may apply and will need to be addressed prior to Building Permit approval. (Engineering)
20. In accordance with City Code of Ordinances in Article 415. SIDEWALKS AND SWALES, Owner is responsible for the construction of sidewalks / swales within the road ROW when buildings are constructed or substantially improved. (Engineering)
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22. All pavement markings shall be alkyd-based thermoplastic and fully retro-reflectorized per BCTED specifications with the exception of parking stall striping. (Engineering)
23. Provide Maintenance of Traffic (MOT) Plan by a licensed General Contractor/Professional Engineer in the State of Florida (If applicable). (Engineering)
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26. Show also all existing and proposed utilities on the landscaping plans for potential conflicts. (Engineering)
27. Provide ADA parking, access / driveway, and sidewalks /ramps including dimensions in accordance with Chapter 553 of the Florida Statutes. "Accessibility of Handicapped Persons" and latest edition of "Accessibility Requirements Manual" by Department of Community Affairs, Florida Board Building Codes and Standards, and 'in accordance with Americans with Disability Act (ADA). (Engineering)
28. Provide regulatory agencies' approval documentation and Permits/Licenses (as applicable) as part of the final submittal, prior to issuance of the Building Permit (South Florida Water Management District (SFWMD), Broward County Surface Water License, Broward County EPGMD Wastewater Permit / BC Water and Wastewater Approval, Florida Department of Environmental Protection, FDOT, BC Environmental, BC Aviation, BCTED etc.). Also, include Utility / Right of Way Permits from City, Broward County, and State Roads, as applicable. (Engineering)

Section 7. That pursuant to Section 635-100 "Expiration of Site Plans" of the Land Development Code, the Site Plan (SP-016-22), Special Exception (SE-017-22), Design Variation Applications (OT-055-23, OT-057-23), and Variances (VA-054-23 and VA-020-24) approval shall automatically expire and become null and void unless the Applicant files a complete building permit application with construction drawings for the improvements shown on the Site Plan, within eighteen (18) months from the date of this Resolution.

Section 8. Such application must be reviewed by the Broward County Aviation Department; the point of contact is William Castillo, Evaluation and Plan Administrator, located at 2200 SW 45 Street. Suite 101, Dania Beach. Florida 13312 (954) 359-2291.

Section 9. That the issuance of a development permit by a municipality does not in any way create any right on the part of an Applicant to obtain a permit from a state or federal agency, and does not create any liability on the part of the municipality for issuance of the permit if the Applicant fails to obtain requisite approvals or does not fulfill the obligations imposed by a state or federal agency, or undertakes actions that result in a violation of state or federal law.

Section 10. That the associated Planning & Zoning Division Staff Report prepared for the above application(s) is incorporated into this resolution as findings of fact.

Section 11. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 12. 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

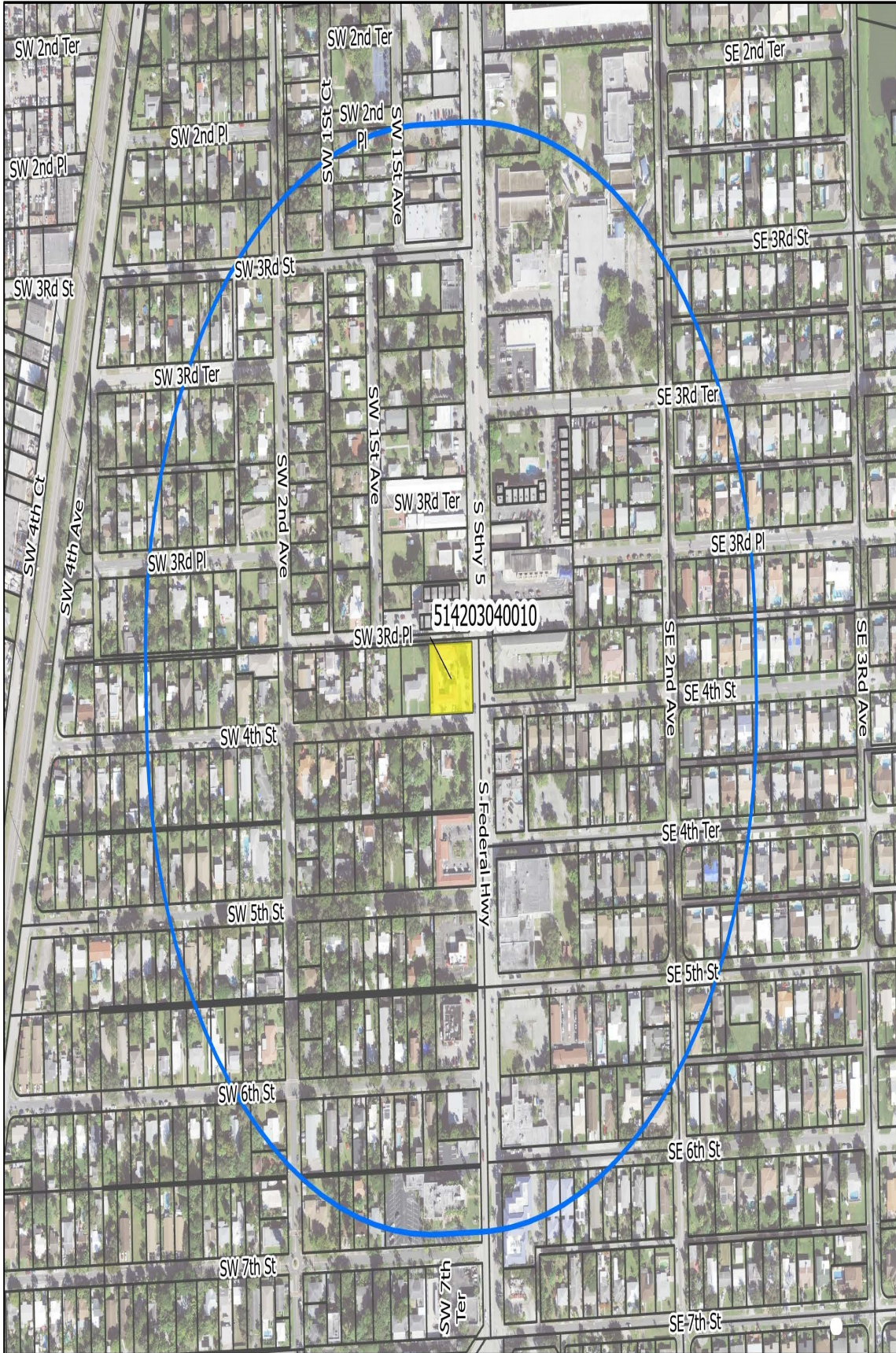
JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

Exhibit “A”
Legal Description

DANIA HEIGHTS 3-22 B LOT 1 LESS ST RD, LOT 2 LESS ST RD, LOT 3 LESS ST
RD BLK 1



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

Location Map

APPLICATION:

SP-016-22/SE-017-22/OT-055-23/
OT-057-23/VA-054-23/VA-020-24

PROJECT NAME:

Dania Plaza Hotel

FOLIO:

5142-03-04-0010

ADDRESS:

380 S. Federal Hwy

REQUEST:

Site Plan request for
new hotel development.

PROPERTY OWNER:

380 Dania Plaza LLC

Legend

-  Parcels
-  Proposed Parcels
-  Dania Beach Boundary
-  1,000 ft Buffer



Date: 12/12/2023

When Printed on 8 1/2" x 11"
1 inch equals 400 feet



 Florida Technical Consultants

DANIA BEACH HOTEL

380 S. FEDERAL HWY, DANIA BEACH, FL 33004 | FOLIO NO. 51-42-03-04-0010



STUDIO**PATRICKSOARES**

ARCHITECT LICENSE NO. AR99203
4911 W. SAMPLE RD., # 308, COCONUT CREEK, FL
PHONE: 561.603.8395 | STUDIO@PATRICKSOARES.COM
WWW.PATRICKSOARES.COM

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signed by
Patrick O.
Soares
Date:
2025.03.17
15:07:00
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PERMIT SET

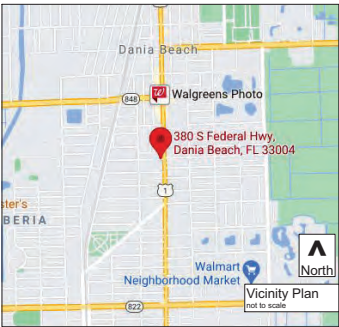
STUDIO**PATRICKSOARES**

DANIA BEACH HOTEL
DANIA BEACH, FL

DANIA BEACH HOTEL

380 S. FEDERAL HWY
DANIA BEACH, FL

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Cover Sheet, Site Plans, Permit Requirements	
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A-0.2	PLAT SURVEY
A-0.3	SURROUNDINGS
A-0.4	SITE LOCATION DIAGRAMS
A-0.5	SHADOW STUDY
A-1	SITEPLAN AND NOTES
A-1.1	GROUND FLOOR PLAN
A-1.2	2ND LEVEL PARKING / ROOMS
A-1.3	3RD LEVEL PARKING / ROOMS
A-1.4	4TH LEVEL PARKING / ROOMS
A-1.5	5TH LEVEL / AMENITY DECK / ROOMS
A-1.6	ENLARGED AMENITY DECK PLAN
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LP-3	LANDSCAPE NOTES AND DETAILS
IR-1	IRRIGATION PLAN



REFERENCE # SP-016-22 AND SE-017-22

PROJECT NARRATIVE

THIS PROJECT CONSISTS OF A 79-ROOM HOTEL WITH A 799 SF GROUND FLOOR RESTAURANT. INCIDENTAL USES INCLUDE A EXERCISE ROOM, BUSINESS CENTER AND SWIMMING POOL FOR USE BY HOTEL GUESTS.

Project Team

Architects

STUDIO PATRICK SOARES
4911 W SAMPLE RD
COCOONUT CREEK, FL 33073
Phone: 561.603.8395
E-mail: studio@patricksoares.com
Contact: Patrick O. Soares

Owner

East Coast Realty
1722 Sheridan Street suite 374 Hollywood FL 33020
Phone: 844.443.3259

Civil

HSQ Group, INC.
1001 Yamato Road Suite 105 Boca Raton FL 33431
Phone: 561.392.0221 ext. 106
Email: zachary@hsqgroup.net
Contact: Zachary Todd, P.E.

Landscape

Chris Cabezas Landscape Architecture, INC
80 NE 5th Ave. Delray Beach FL 33483
Phone: 561.596.6771
Email: chriscabezas@gmail.com
Contact: Chris Cabezas



STUDIO PATRICK SOARES

4911 W SAMPLE RD SUITE 374 COCONUT CREEK, FL 33073

561.603.8395 studio@patricksoares.com

APR0203

Drawings and Specifications are instruments of service and shall remain the property of the Architect. They are not to be used on extensions of the project, or other projects, except by agreement in writing and appropriate compensation to the Architect.

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DANIA BEACH HOTEL

380 S. FEDERAL HWY
DANIA BEACH, FL 33004

REVISION HISTORY:

Rev.	Comments	Rev. By	Rev. Date

SEAL:

Digitally signed by Patrick O. Soares
Date: 2025.03.17 15:01:06 -0400

INDEX, LOCATION MAP, GENERAL INFORMATION

A-0

Printed: 3/17/25

LEGAL DESCRIPTION
LOTS 1, 2 AND 3, BLOCK 1, DANIA HEIGHTS, A
SUBDIVISION ACCORDING TO THE PLAT THEREOF
RECORDED AT PLAT BOOK 3, PAGE 22, IN THE PUBLIC
RECORDS OF BROWARD COUNTY, FLORIDA, LESS THE
EAST 8 FEET THEREOF FOR ROAD RIGHT-OF-WAY.

CERTIFIED TO:
380 DANIA PLAZA LLC
EAST COAST REALTY GROUP

PROPERTY ADDRESS
380 S FEDERAL HIGHWAY
DANIA BEACH, FL 33004

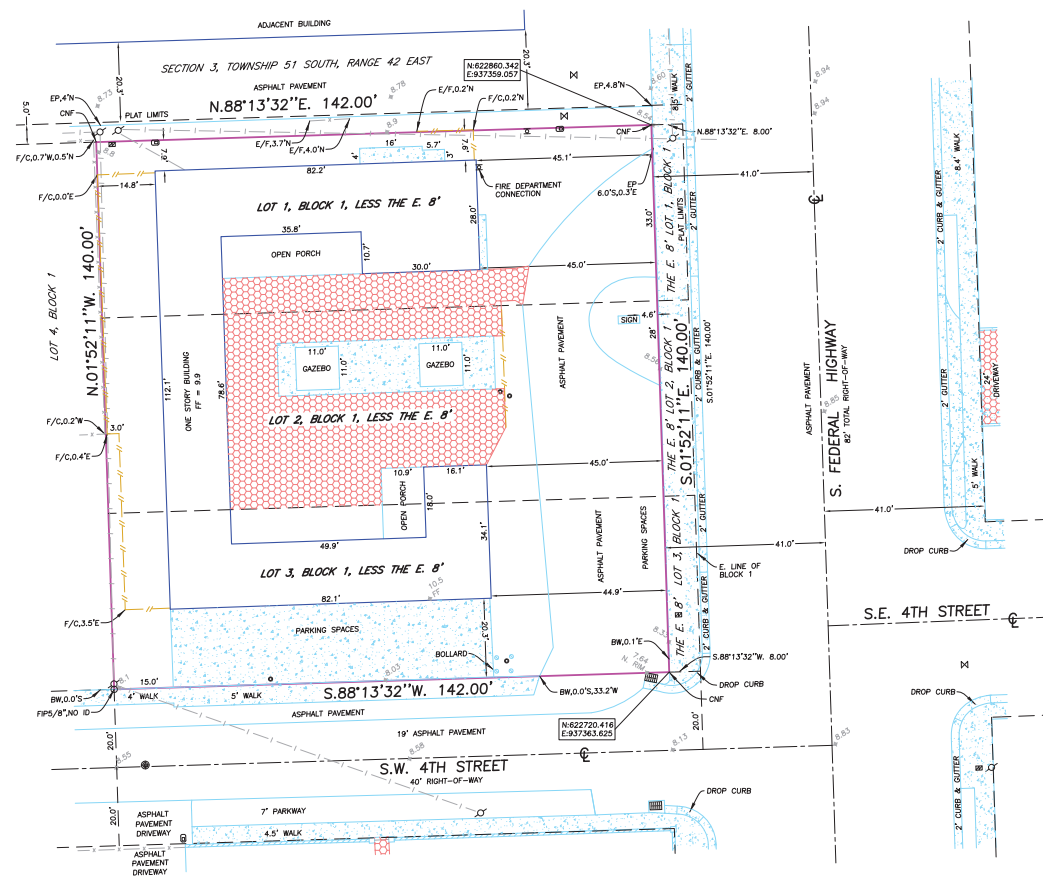
BOUNDARY SURVEY
INVOICE # 43554U2
SURVEY DATE 04/28/23

FLOOD ZONE X0.2%
MAP DATE 08/18/14
MAP NUMBER 120034 0567H

NET LAND AREA = 19,880 SQUARE FEET, (0.46 ACRES)
MORE OR LESS

GROSS LAND AREA* = 29,280 SQUARE FEET, (0.67
ACRES) MORE OR LESS

* GROSS LAND AREA CALCULATED TO INCLUDE
ADJACENT AREAS EXTENDING TO CENTERLINE OF
ADJACENT ROADWAYS (S. FEDERAL HIGHWAY AND S.W.
4TH STREET)



Scale 1" = 20'

LEGEND

IP&L BOX	DATCH BASIN
CONTROL VALVE	CLEAN OUT
SLUG ANCHOR	MANHOLE
WATER METER	WELL
FIRE HYDRANT	WATER VALVE
CABLE JUNCTION BOX	
ELECTRIC SERVICE	
POOL EQUIPMENT	
POWER/LIGHT POLE	
SPRINKLER SYSTEM	
BRICK/TILE PAVERS	
CENTERLINE	
CONCRETE/CHAT	
CONCRETE WALL	
ELEVATION	
METAL FENCE	
OVERHEAD WIRES	
WOOD DECK/DOCK	
WOOD/PVC FENCE	

ABBREVIATIONS

AC	ANCHOR
AE	ANCHOR EASEMENT
BM	BENCHMARK
BW	BACK OF WALK
C	CALCULATED
CNF	CORNER NOT FOUND
DE	DRAINAGE EASEMENT
END/FENCE	
EP	EDGE OF PAVEMENT
EW	EDGE OF WATER
F/C	FENCE/CORNER
FF	FINISH FLOOR
F/L	FENCE/LINE
FR	FOUND IRON PIPE
FR	FOUND IRON ROD
FN	FOUND NAIL
FNAD	FOUND NAIL & DISC
FNAT	FOUND NAIL & TAB
FP&L	FLORIDA POWER & LIGHT
GR	GENERATOR
INSTR	INSTRUMENT
OP	OPEN PORCH
ORB	OFFICIAL RECORD BOOK
M	MEASURED
NTS	NOT TO SCALE
PL	PLAT BOOK
PC	POINT OF CURVATURE
PBR	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PS	FACE
PRC	POINT OF REVERSE CURVE
PRM	PERMANENT REFERENCE MONUMENT
PT	POINT OF TANGENCY
R	RECORD
RAD	RADIAL
RW	RIGHT-OF-WAY
S&B	SET NAIL & DISC 5495
SP	SCREENED PORCH
SP&C	SET 1/2" PIN & CAP 5495
UE	UTILITY EASEMENT

SURVEYOR'S NOTES

1. BASIS OF BEARINGS ASSUMED UNLESS OTHERWISE INDICATED ON SKETCH.
2. STATE PLANE COORDINATES BASED ON NAD83 (2011).
3. LEGAL DESCRIPTION PROVIDED BY CLIENT OR PROPERTY APPRAISER WEBSITE.
4. THE LANDS SHOWN HEREON WERE NOT ABSTRACTED BY THIS OFFICE FOR EASEMENTS, RIGHT-OF-WAYS, OWNERSHIP OR OTHER INSTRUMENTS OF RECORD.
5. UNDERGROUND OR INTERIOR PORTIONS OF FOOTINGS, FOUNDATIONS, WALLS OR OTHER NON-VISIBLE IMPROVEMENTS WERE NOT LOCATED.
6. ELEVATIONS ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 UNLESS OTHERWISE INDICATED ON SKETCH.
7. FENCE TIES ARE TO THE CENTER-LINE OF FENCE. WALL TIES ARE TO THE FACE OF WALL.
8. IN SOME INSTANCES GRAPHIC REPRESENTATIONS HAVE BEEN EXAGGERATED TO MORE CLEARLY ILLUSTRATE THE CONTROL. THE LOCATION OF THE IMPROVEMENTS OVER SAVED POSITIONS.
9. THE DIMENSIONS AND DIRECTIONS SHOWN HEREON ARE IN SUBSTANTIAL AGREEMENT WITH RECORD VALUES UNLESS OTHERWISE NOTED.
10. EXISTING CORNERS FOUND OFFSETS WITNESS PROPERTY CORNERS.
11. EXISTING CORNERS ARE WITNESSED BY IMPROVEMENTS.
12. NO ATTEMPT WAS MADE TO LOCATE WRITTEN OR UNWRITTEN EASEMENTS OR RIGHTS-OF-WAY, OTHER THAN THOSE SHOWN HEREON.

ATLANTIC COAST
SURVEYING, INC.

PAUL J. STOWELL
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATION NO. 5241
ATLANTIC COAST SURVEYING, INC.
13798 NW 4th Street, Suite 306
Sunrise, FL 33325
P: 954.587.2100 E: info@acsiweb.net

13	12	11	10	9	8	7	6	5	4	3	2	1	4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 51
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SUBDIVISION of NE 1/4 of SW 1/4 of NW 1/4 of
Sec. 31 - T2S - R42E - in DANIA,
BROWARD COUNTY, Florida.

[illegible]

1988-1989, 1990-1991, 1992-1993, 1994-1995, 1996-1997, 1998-1999, 2000-2001, 2002-2003, 2004-2005, 2006-2007, 2008-2009, 2010-2011, 2012-2013, 2014-2015, 2016-2017, 2018-2019, 2020-2021, 2022-2023, 2024-2025, 2026-2027, 2028-2029, 2030-2031, 2032-2033, 2034-2035, 2036-2037, 2038-2039, 2040-2041, 2042-2043, 2044-2045, 2046-2047, 2048-2049, 2050-2051, 2052-2053, 2054-2055, 2056-2057, 2058-2059, 2060-2061, 2062-2063, 2064-2065, 2066-2067, 2068-2069, 2070-2071, 2072-2073, 2074-2075, 2076-2077, 2078-2079, 2080-2081, 2082-2083, 2084-2085, 2086-2087, 2088-2089, 2090-2091, 2092-2093, 2094-2095, 2096-2097, 2098-2099, 2100-2101, 2102-2103, 2104-2105, 2106-2107, 2108-2109, 2110-2111, 2112-2113, 2114-2115, 2116-2117, 2118-2119, 2120-2121, 2122-2123, 2124-2125, 2126-2127, 2128-2129, 2130-2131, 2132-2133, 2134-2135, 2136-2137, 2138-2139, 2140-2141, 2142-2143, 2144-2145, 2146-2147, 2148-2149, 2150-2151, 2152-2153, 2154-2155, 2156-2157, 2158-2159, 2160-2161, 2162-2163, 2164-2165, 2166-2167, 2168-2169, 2170-2171, 2172-2173, 2174-2175, 2176-2177, 2178-2179, 2180-2181, 2182-2183, 2184-2185, 2186-2187, 2188-2189, 2190-2191, 2192-2193, 2194-2195, 2196-2197, 2198-2199, 2200-2201, 2202-2203, 2204-2205, 2206-2207, 2208-2209, 2210-2211, 2212-2213, 2214-2215, 2216-2217, 2218-2219, 2220-2221, 2222-2223, 2224-2225, 2226-2227, 2228-2229, 2230-2231, 2232-2233, 2234-2235, 2236-2237, 2238-2239, 2240-2241, 2242-2243, 2244-2245, 2246-2247, 2248-2249, 2250-2251, 2252-2253, 2254-2255, 2256-2257, 2258-2259, 2260-2261, 2262-2263, 2264-2265, 2266-2267, 2268-2269, 2270-2271, 2272-2273, 2274-2275, 2276-2277, 2278-2279, 2280-2281, 2282-2283, 2284-2285, 2286-2287, 2288-2289, 2290-2291, 2292-2293, 2294-2295, 2296-2297, 2298-2299, 2300-2301, 2302-2303, 2304-2305, 2306-2307, 2308-2309, 2310-2311, 2312-2313, 2314-2315, 2316-2317, 2318-2319, 2320-2321, 2322-2323, 2324-2325, 2326-2327, 2328-2329, 2330-2331, 2332-2333, 2334-2335, 2336-2337, 2338-2339, 2340-2341, 2342-2343, 2344-2345, 2346-2347, 2348-2349, 2350-2351, 2352-2353, 2354-2355, 2356-2357, 2358-2359, 2360-2361, 2362-2363, 2364-2365, 2366-2367, 2368-2369, 2370-2371, 2372-2373, 2374-2375, 2376-2377, 2378-2379, 2380-2381, 2382-2383, 2384-2385, 2386-2387, 2388-2389, 2390-2391, 2392-2393, 2394-2395, 2396-2397, 2398-2399, 2400-2401, 2402-2403, 2404-2405, 2406-2407, 2408-2409, 2410-2411, 2412-2413, 2414-2415, 2416-2417, 2418-2419, 2420-2421, 2422-2423, 2424-2425, 2426-2427, 2428-2429, 2430-2431, 2432-2433, 2434-2435, 2436-2437, 2438-2439, 2440-2441, 2442-2443, 2444-2445, 2446-2447, 2448-2449, 2450-2451, 2452-2453, 2454-2455, 2456-2457, 2458-2459, 2460-2461, 2462-2463, 2464-2465, 2466-2467, 2468-2469, 2470-2471, 2472-2473, 2474-2475, 2476-2477, 2478-2479, 2480-2481, 2482-2483, 2484-2485, 2486-2487, 2488-2489, 2490-2491, 2492-2493, 2494-2495, 2496-2497, 2498-2499, 2500-2501, 2502-2503, 2504-2505, 2506-2507, 2508-2509, 2510-2511, 2512-2513, 2514-2515, 2516-2517, 2518-2519, 2520-2521, 2522-2523, 2524-2525, 2526-2527, 2528-2529, 2530-2531, 2532-2533, 2534-2535, 2536-2537, 2538-2539, 2540-2541, 2542-2543, 2544-2545, 2546-2547, 2548-2549, 2550-2551, 2552-2553, 2554-2555, 2556-2557, 2558-2559, 2560-2561, 2562-2563, 2564-2565, 2566-2567, 2568-2569, 2570-2571, 2572-2573, 2574-2575, 2576-2577, 2578-2579, 2580-2581, 2582-2583, 2584-2585, 2586-2587, 2588-2589, 2590-2591, 2592-2593, 2594-2595, 2596-2597, 2598-2599, 2600-2601, 2602-2603, 2604-2605, 2606-2607, 2608-2609, 2610-2611, 2612-2613, 2614-2615, 2616-2617, 2618-2619, 2620-2621, 2622-2623, 2624-2625, 2626-2627, 2628-2629, 2630-2631, 2632-2633, 2634-2635, 2636-2637, 2638-2639, 2640-2641, 2642-2643, 2644-2645, 2646-2647, 2648-2649, 2650-2651, 2652-2653, 2654-2655, 2656-2657, 2658-2659, 2660-2661, 2662-2663, 2664-2665, 2666-2667, 2668-2669, 2670-2671, 2672-2673, 2674-2675, 2676-2677, 2678-2679, 2680-2681, 2682-2683, 2684-2685, 2686-2687, 2688-2689, 2690-2691, 2692-2693, 2694-2695, 2696-2697, 2698-2699, 2700-2701, 2702-2703, 2704-2705, 2706-2707, 2708-2709, 2710-2711, 2712-2713, 2714-2715, 2716-2717, 2718-2719, 2720-2721, 2722-2723, 2724-2725, 2726-2727, 2728-2729, 2730-2731, 27

1. The Bureau of Civil Engineering and Surveying, Ministry of Public Works and Highways, has been assigned the task of studying the feasibility of the proposed project. The Bureau has been requested to submit a report on the subject by the end of 1964.

[illegible]

John B. Davis
JOHN B. DAVIS, PRESIDENT, 1874-75



STUDIO PATRICK SOARES

4811 W. SAMPLE RD SUITE 300 COCONUT CREEK, FL 33073
561 603 5365 studio@patricksoares.com

ARCH003

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DANIA BEACH HOTEL

380 S. FEDERAL HWY
DANIA BEACH, FL 33004

REVISION HISTORY:

NO.	DATE	DESCRIPTION	BY	CHKD

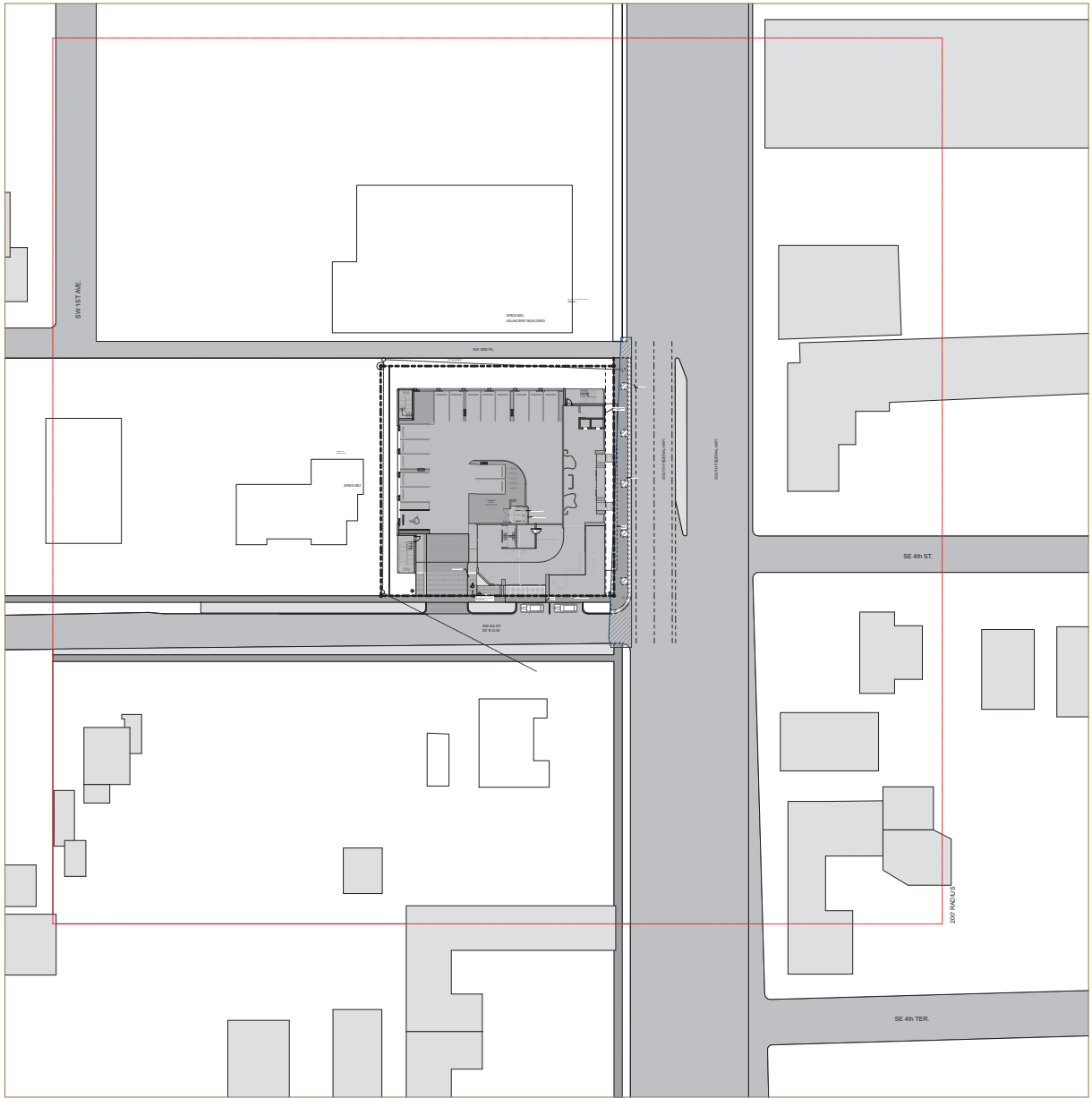
SEAL:

Digitally signed by Patrick O. Soares
Date: 2025.03.17 14:59:50 -04'00'

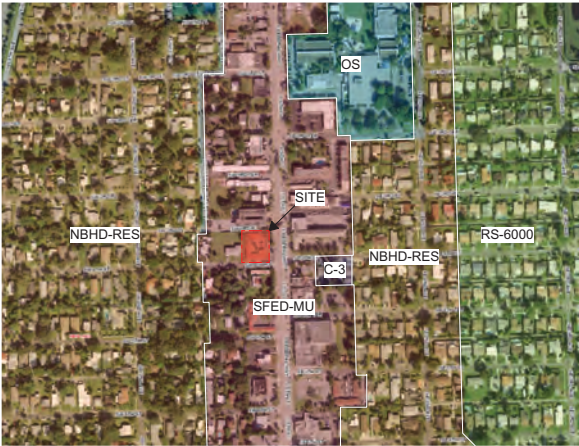
SURROUNDINGS

A-0.3

Printed: 3/17/25



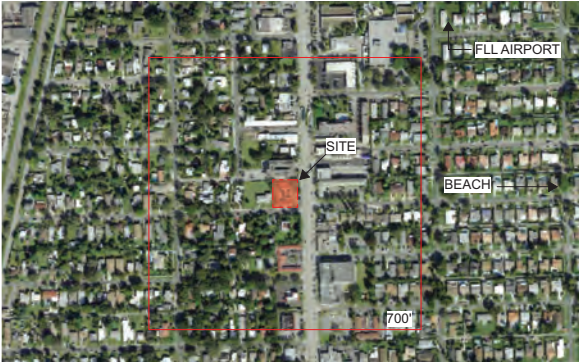
1 SITE LOCATION PLAN
A-0.4 SCALE: 1/32" = 1'-0"



EXISTING ZONING (N.T.S.): SOUTH FEDERAL MIXED USE



EXISTING LAND USE (N.T.S.): REGIONAL ACTIVITY CENTER



700' RADIUS MAP (N.T.S.)

STUDIO PATRICK SOARES

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AR09003

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DANIA BEACH, FL 33004

REVISION HISTORY:			
No.	By	Date	Description

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Date: 2025.03.17 14:59:18 -0400

SITE LOCATION DIAGRAMS

A-0.4

Printed: 3/17/25

WINTER SOLSTICE

SUMMER SOLSTICE

SPRING EQUINOX



DECEMBER 22ND 9:00AM



JUNE 22ND 9:00AM



MARCH 21ST 9:00AM



DECEMBER 22ND 12:00PM



JUNE 22ND 12:00PM



MARCH 21ST 12:00PM



DECEMBER 22ND 4:00PM



DECEMBER 22ND 4:00PM



MARCH 21ST 4:00PM

SUN STUDY

STUDIO PATRICK SOARES

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AR00003

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DANIA BEACH HOTEL

380 S. FEDERAL HWY
DANIA BEACH, FL 33004

REVISION HISTORY			
NO.	DESCRIPTION	DATE	BY

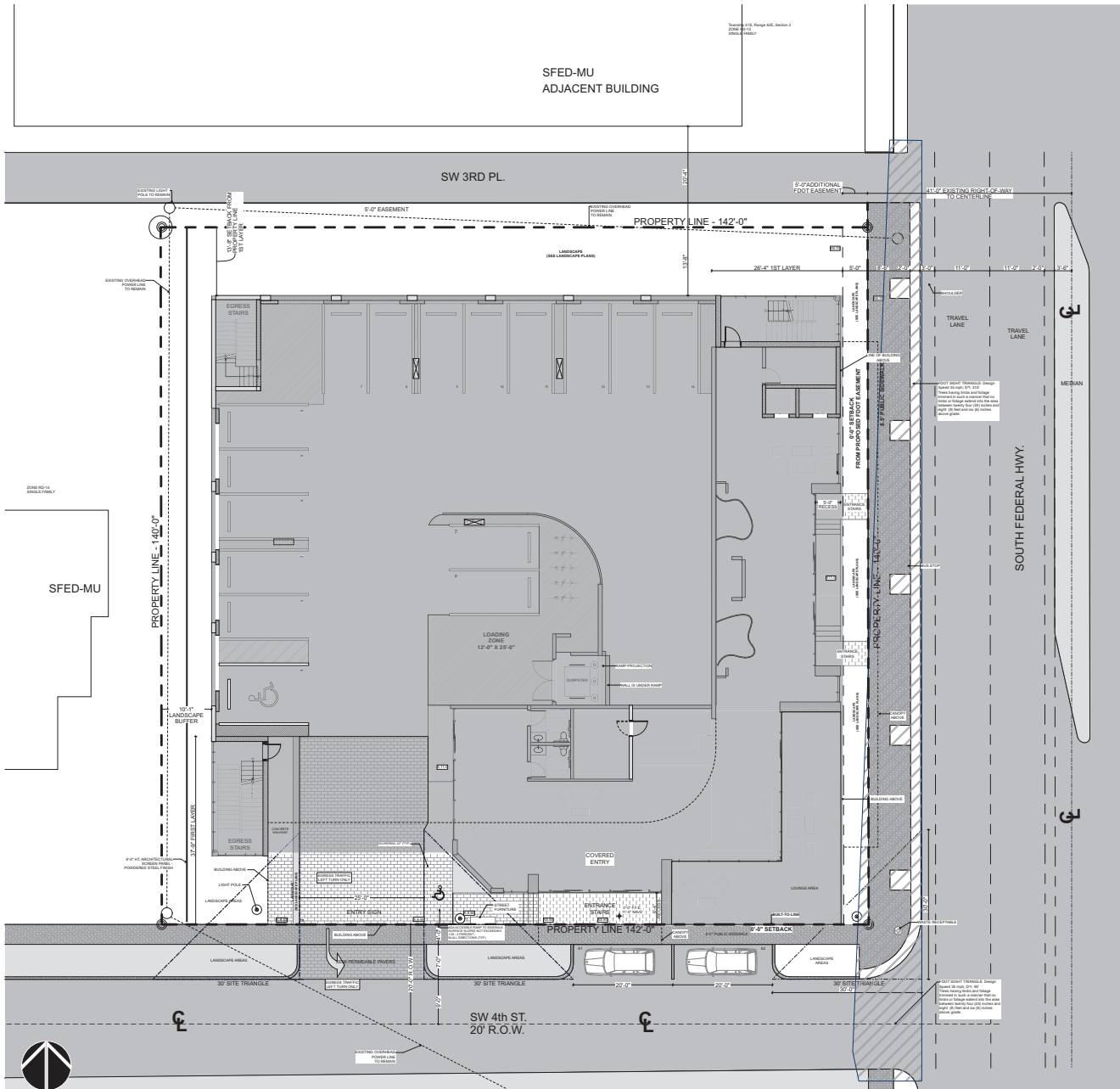
SEAL:

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Date: 2025.03.17 14:58:30 -0400

SHADOW STUDY

A-0.5

Printed: 3/17/25



SITE DEVELOPMENT DATA							
ZONING & LAND USE							
LAND USE CATEGORY				RAC			
ZONING				SFED-MU			
LEGAL DESCRIPTION							
DANIA HEIGHTS 3-22 B LOT 1 LESS ST RD, LOT 2 LESS ST RD, LOT 3 LESS ST RD BLK 1							
FOLIO NUMBER: 51-42-03-04-0010							
SITE/BUILDING INFO				REQUIRED	PROVIDED		
TOTAL SITE GROSS AREA				N/A	29,280 SF		
TOTAL SITE NET AREA				N/A	19,880 SF		
BUILDING TOTAL AREA				UNKNOWN	46,445 SF		
FLOOR AREA RATIO (F.A.R.)				4.0 (79,520 SF)	2.33 (46,445 SF)		
BUILDING TOTAL AREA (INCLUDING GARAGE)				N/A	79,993 SF		
BUILDING FOOTPRINT				N/A	14,884 SF		
PERVIOUS SURFACE AREA				MIN 15% (2,982 SF)	20.5% (4,093) SF		
IMPERVIOUS AREA (V.I.A.)				N/A	15.787%		
LOT COVERAGE BY ROOF STRUCTURE				N/A	14,884 SF		
HOTEL UNIT DATA							
	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5	LEVEL 6	TOTAL
D. FULL		6	6	11	14	17	54
QUEEN				5	5	5	23
D.F. ADA		4	4			1	2
							0
							79
CONSTRUCTION TYPE -1-B							
TOTAL: 79							
BUILDING FRONTAGE STANDARDS				REQUIRED	PROVIDED		
DEPTH OF BUILDING				MINIMUM 30'	30'-0		
% FACADE ON BUILT-TO-LINE (FEDERAL HWY)				MINIMUM 50%	100%/		
ALLOWABLE RECESS FROM BTL				MAXIMUM 15'	5'-0"		
% FACADE ON BUILT-TO-LINE (SW 4TH ST)				MINIMUM 100% WITHIN 30'-0" OF CORNER	100%		
ALLOWABLE RECESS FROM BTL				MAXIMUM 15'	6'-4"		
FLOOR AREAS							
LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5	LEVEL 6	ROOF TERRACE	
5,377 SF	5,483 SF	5,483 SF	8,009 SF	10,541 SF	10,834 SF	758 SF	TOTAL 46,445 SF
PARKING				REQUIRED	PROVIDED		
79 ROOMS				10.8 PER GUEST RM	64	62	
RESTAURANT - 799 SF				5 SPACES/1000	4	--	
LESS REDUCTION FOR TOM				--	62		
TOTAL					62	62	
ACCESSIBLE PARKING SPACE					3	3	
BI-CYCLE PARKING				10% MIN REQ.	8	10	
BUILDING HEIGHT				MAX.	PROVIDED		
				70'-0"	****70'-0" (6 STORIES)		
ROOFTOP STRUCTURES				25% 15'-0" MAX.	10'-8" TO TOP OF PARAPET		
BUILDING PLACEMENT TYPE				REQUIRED	PROVIDED		
				--	SHOPFRONT		
SETBACKS				REQUIRED	PROVIDED		
FRONT (FEDERAL HWY)				0'-0"	0'-0" TO ULTIMATE ROW		
CORNER (SW 3RD PL)				0'-0", 15'-0"	13'-8"		
CORNER (SW 4TH ST)				0'-0", 15'-0"	0'-0"		
REAR				0'-0"	10'-1"		
UPPER STORY SETBACKS (NORTH)				10% OF LOT WIDTH (13'-8")	0'-0" DUE TO EGRESS STAIRS		
UPPER STORY SETBACKS (SOUTH)				10% OF LOT WIDTH (13'-8")	13'-9" (10% OF ULTIMATE ROW)		
LANDSCAPE BUFFER				10'-0"	10'-1"		
PARKING SETBACK *not permitted in 1st layer							
1ST LAYER - FEDERAL HWY				30'-0"	26'-4"		
1ST LAYER - SW 4TH ST				30'-0"	37'-9"		
1ST LAYER - SW 3RD PL				30'-0"	13'-8"		
					DESIGN VARIATION REQUESTED		
GLAZING				REQUIRED	PROVIDED		
GROUND FLOOR GLAZING				75% MIN.	74.9% (AVERAGE)		
WINDOW BOTTOMS				2'-0" MAX.	0'-0"		
COMMENTS							
***SEC. 265-50 (A) RESIDENTIAL (8.8) PER GUEST ROOM							
***SEC. 303-40 SFED-MU 35-40FT BY RIGHT AND UP TO AN ADDITIONAL 4 STORIES WITH INCENTIVES							
***APPLICANT IS UTILIZING THE INCENTIVES THROUGH THE VOLUNTARY GREEN BUILDING DEVELOPMENT PROGRAM IN SEC. 305-50 (G)							
***HEIGHT TO TOP OF ROOF DECK							
PROJECT IS A SMOKE FREE BUILDING, INCLUDING WITHIN 25' OF ALL OPERABLE DOORS.							
HARDSCAPE NOTES:							
ALL HARDSCAPE INCLUDING BUT NOT LIMITED TO: BENCHES, STREET LIGHTS, TRASH RECEPTACLES, DUMPSTERS AND STREET FURNITURE AND ALL HARDSCAPE MATERIALS SHALL BE CHOSEN FROM THE CRA APPROVED OPTIONS.							

STUDIO PATRICK SOARES

4811 W. SAMPLE RD SUITE 300 COCONUT CREEK, FL 33073
561.603.5365 studio@patricksoares.com

AR50003

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DANIA BEACH HOTEL

380 S. FEDERAL HWY
DANIA BEACH, FL 33004

REVISION HISTORY:

NO.	DATE	BY	REVISION
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

SEAL:

Digitally signed by Patrick O. Soares
Date: 2025.03.17 14:58:03 -0400

SITEPLAN AND NOTES

A-1

Printed: 3/17/25

NOTES:

1: ALL CABINETRY SHALL BE CERTIFIED IN ACCORDANCE WITH THE ANSI/KCMA A161.1 PERFORMANCE STANDARD OR EQUIVALENT.

2: BUILDING MATERIALS WITH RECYCLED CONTENT SHALL BE USED FOR 2 MINOR AND 2 MAJOR COMPONENTS OF THE BUILDING.

- A: METAL RAILINGS (MINOR)
B: METAL LATH (MINOR)
C: DRYWALL (MAJOR)
D: REBAR (MAJOR)

3: MINIMUM OF 75% USE OF REGIONAL MATERIALS IN THE BUILDING.

- A: DRYWALL, CEMENT
B: STUCCO, LANDSCAPE MATERIAL

4: 50% OR MORE OF RESILIENT FLOORING SHALL BE USED IN A MINIMUM OF 30% OF FLOOR AND/OR WALL AREA OF ALL HOTEL UNITS. CERTIFIED NSF 332 OR EQUIVALENT

5: 4: 50% OR MORE OF CARPET SHALL BE USED IN A MINIMUM OF 30% OF FLOOR AND/OR WALL AREA OF ALL HOTEL UNITS. CERTIFIED NSF 140 OR EQUIVALENT.

6: 50% OR MORE OF INSULATION INSTALLED IS CERTIFIED TO UL 2985 OR EQUIVALENT.

7. UNIVERSAL DESIGN

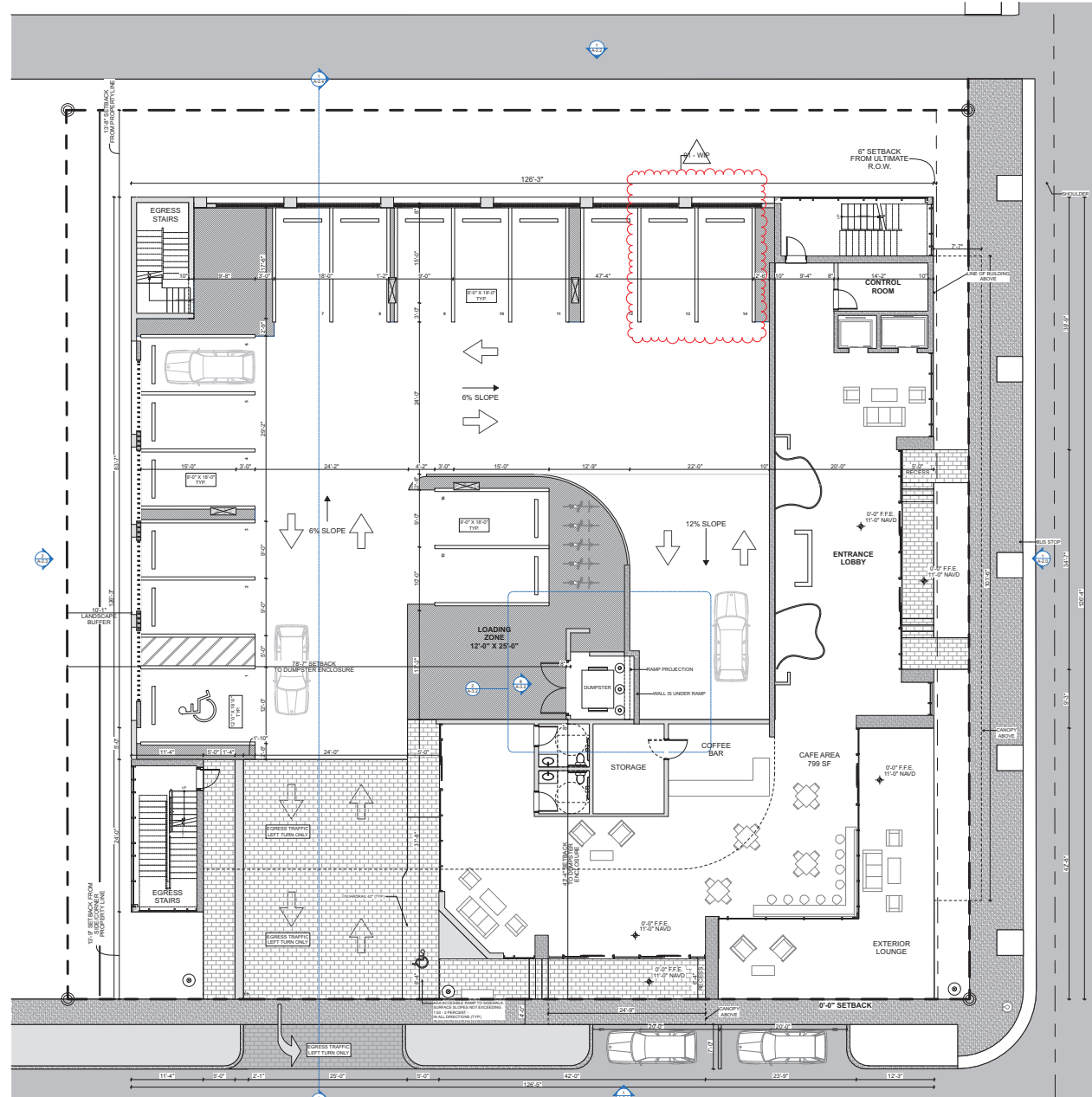
- A: NO STEP ENTRANCES INTO ANY UNIT
B: ACCESSIBLE PATH HAS A MAXIMUM 1/12 PITCH.
C: MINIMUM 32" WIDE CLEARANCE INTO ALL HOTEL UNITS.
D: MINIMUM 36" ACCESSIBLE ROUTES
E: BLOCKING OR EQUIVALENT INSTALLED IN ACCESSIBLE BATHROOMS FOR FUTURE GRAB BARS

8. POOL SHALL HAVE A DEDICATED WATER SUPPLY

9. ALL DOORS IN COMMON WALLS BETWEEN GARAGE AND CONDITIONED SPACE ARE TO BE TIGHTLY SEALED AND GASKETED.

10. A CONTINUOUS AIR BARRIER SHALL BE PROVIDED SEPARATING THE GARAGE SPACE FROM ALL CONDITIONED AREAS.

11. SITE-APPLIED INTERIOR ARCHITECTURAL COATINGS, WHICH ARE INSIDE THE WATERPROOFING ENVELOPE, ARE IN ACCORDANCE WITH THE EMISSION LEVELS OF CDPH/EHLB STANDARD METHOD V1.1. EMISSION LEVELS ARE DETERMINED BY A LABORATORY ACCREDITED TO ISO/IEC 17025 AND THE CDPH/EHLB STANDARD METHOD V1.1 IN ITS SCOPE OF ACCREDITATION. THE PRODUCT IS CERTIFIED BY A THIRD-PARTY PROGRAM ACCREDITED TO ISO 17065, SUCH AS, BUT NOT LIMITED TO, THOSE FOUND IN APPENDIX B.



1 GROUND FLOOR PLAN
SCALE: 1/8" = 1'-0"

STUDIO PATRICK SOARES

4811 W. SAMPLE RD. SUITE 300 COCONUT CREEK, FL 33073
561.603.5365 studio@patricksoares.com

AR09003

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The General Contractor is responsible for confirming and controlling dimensions at the job site. The Architect will not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the project.
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DANIA BEACH HOTEL
380 S. FEDERAL HWY
DANIA BEACH, FL 33004

REVISION HISTORY:

Rev.	By	Date	Description

SEAL:

Digitally signed by Patrick O. Soares
Date: 2025.03.17 14:57:25 -0400

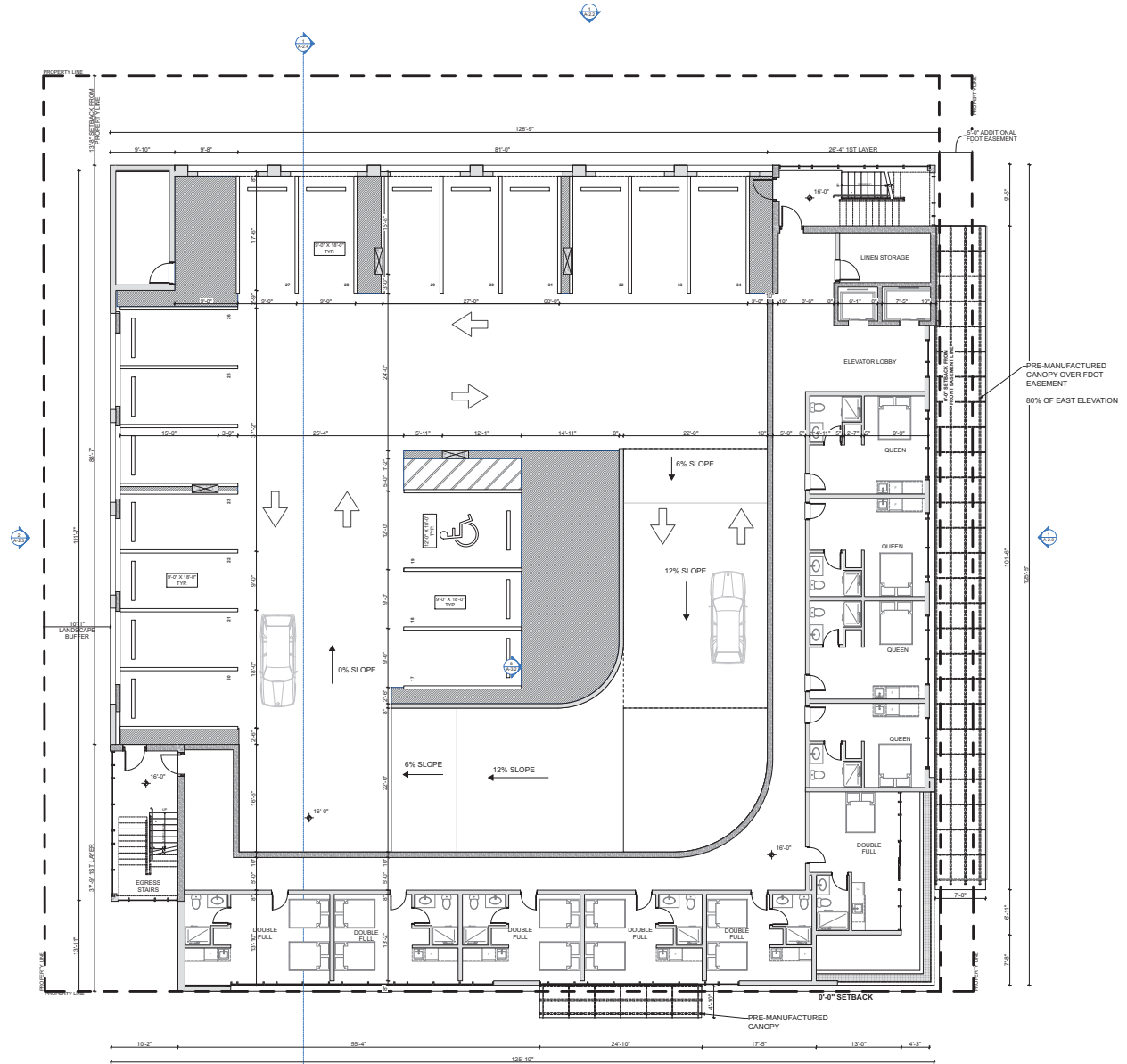
GROUND FLOOR PLAN

A-1.1

Printed: 3/17/25

- NOTES:**
- 1: ALL CABINETRY SHALL BE CERTIFIED IN ACCORDANCE WITH THE ANSI/KCMA A161.1 PERFORMANCE STANDARD OR EQUIVALENT.
 - 2: BUILDING MATERIALS WITH RECYCLED CONTENT SHALL BE USED FOR 2 MINOR AND 2 MAJOR COMPONENTS OF THE BUILDING.
 - A: METAL RAILINGS (MINOR)
 - B: METAL LATH (MINOR)
 - C: DRYWALL (MAJOR)
 - D: REBAR (MAJOR)
 - 3: MINIMUM OF 75% USE OF REGIONAL MATERIALS IN THE BUILDING.
 - A: DRYWALL, CEMENT
 - B: STUCCO, LANDSCAPE MATERIAL
 - 4: 50% OR MORE OF RESILIENT FLOORING SHALL BE USED IN A MINIMUM OF 30% OF FLOOR AND/OR WALL AREA OF ALL HOTEL UNITS. CERTIFIED NSF 332 OR EQUIVALENT
 - 5: 4: 50% OR MORE OF CARPET SHALL BE USED IN A MINIMUM OF 30% OF FLOOR AND/OR WALL AREA OF ALL HOTEL UNITS. CERTIFIED NSF 140 OR EQUIVALENT.
 - 6: 50% OR MORE OF INSULATION INSTALLED IS CERTIFIED TO UL 2985 OR EQUIVALENT.
 7. UNIVERSAL DESIGN
 - A. NO STEP ENTRANCES INTO ANY UNIT
 - B. ACCESSIBLE PATH HAS A MAXIMUM 1/12 PITCH.
 - C. MINIMUM 32" WIDE CLEARANCE INTO ALL HOTEL UNITS.
 - D. MINIMUM 36" ACCESSIBLE ROUTES
 - E. BLOCKING OR EQUIVALENT INSTALLED IN ACCESSIBLE BATHROOMS FOR FUTURE GRAB BARS
 8. POOL SHALL HAVE A DEDICATED WATER SUPPLY
 9. ALL DOORS IN COMMON WALLS BETWEEN GARAGE AND CONDITIONED SPACE ARE TO BE TIGHTLY SEALED AND GASKETED.
 10. A CONTINUOUS AIR BARRIER SHALL BE PROVIDED SEPARATING THE GARAGE SPACE FROM ALL CONDITIONED AREAS.
 11. SITE-APPLIED INTERIOR ARCHITECTURAL COATINGS, WHICH ARE INSIDE THE WATERPROOFING ENVELOPE, ARE IN ACCORDANCE WITH THE EMISSION LEVELS OF CDPH/EHLB STANDARD METHOD V1.1. EMISSION LEVELS ARE DETERMINED BY A LABORATORY ACCREDITED TO ISO/IEC 17025 AND THE CDPH/EHLB STANDARD METHOD V1.1 IN ITS SCOPE OF ACCREDITATION. THE PRODUCT IS CERTIFIED BY A THIRD-PARTY PROGRAM ACCREDITED TO ISO 17065, SUCH AS, BUT NOT LIMITED TO, THOSE FOUND IN APPENDIX B.

1 2ND LEVEL
SCALE: 1/8" = 1'-0"



STUDIO PATRICK SOARES
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DANIA BEACH HOTEL
380 S. FEDERAL HWY
DANIA BEACH, FL 33004

REVISION HISTORY			
No.	Description	Revised By	Revised Date

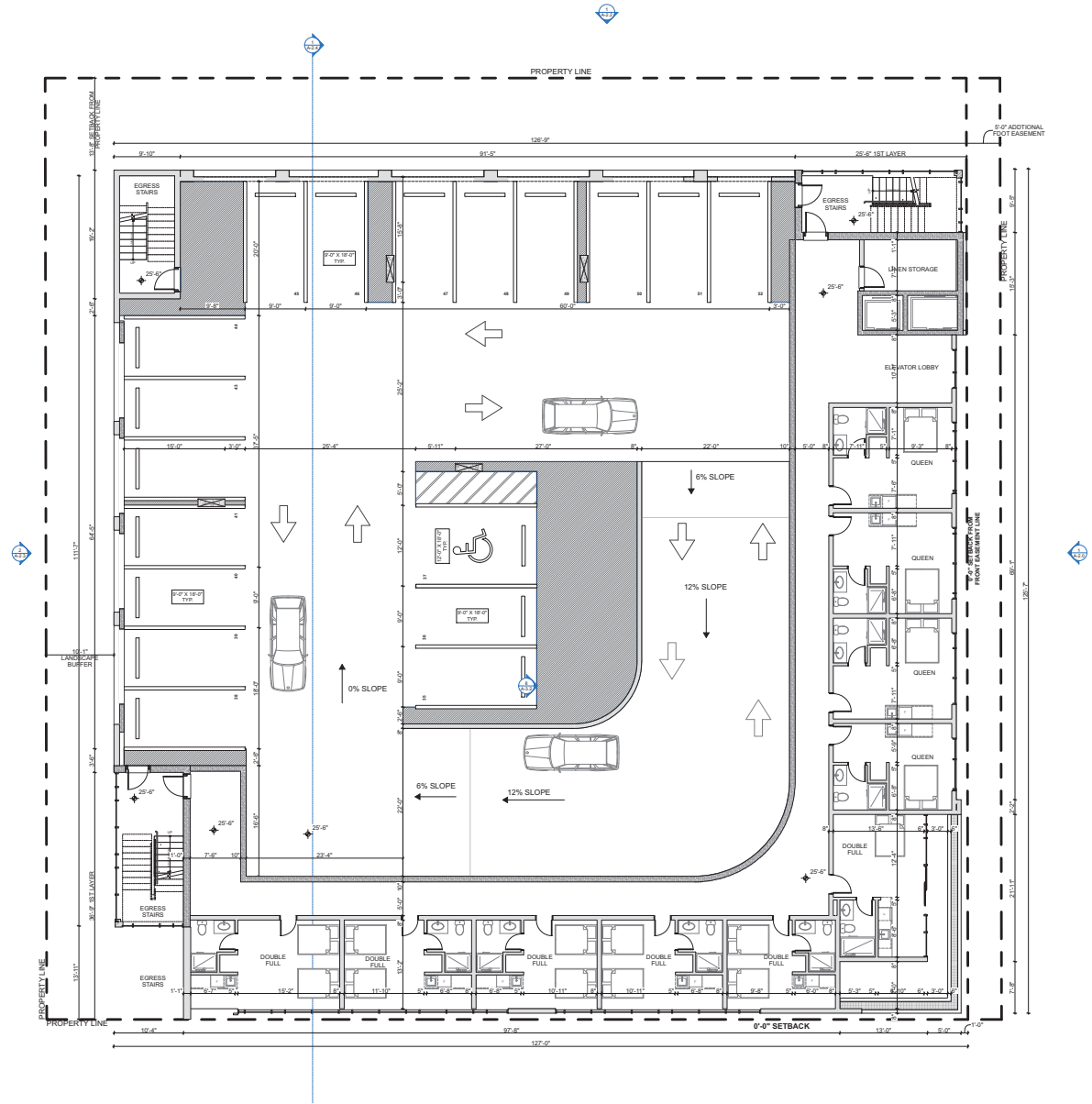
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Date: 2025.03.17 14:56:40 -0400

2ND LEVEL PARKING / ROOMS

A-1.2

Printed: 3/17/25

- NOTES:**
- 1: ALL CABINETRY SHALL BE CERTIFIED IN ACCORDANCE WITH THE ANSI/KCMA A161.1 PERFORMANCE STANDARD OR EQUIVALENT.
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A: METAL RAILINGS (MINOR)
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C: DRYWALL (MAJOR)
D: REBAR (MAJOR)
 - 3: MINIMUM OF 75% USE OF REGIONAL MATERIALS IN THE BUILDING.
A: DRYWALL, CEMENT
B: STUCCO, LANDSCAPE MATERIAL
 - 4: 50% OR MORE OF RESILIENT FLOORING SHALL BE USED IN A MINIMUM OF 30% OF FLOOR AND/OR WALL AREA OF ALL HOTEL UNITS. CERTIFIED NSF 332 OR EQUIVALENT
 - 5: 40% OR MORE OF CARPET SHALL BE USED IN A MINIMUM OF 30% OF FLOOR AND/OR WALL AREA OF ALL HOTEL UNITS. CERTIFIED NSF 140 OR EQUIVALENT.
 - 6: 50% OR MORE OF INSULATION INSTALLED IS CERTIFIED TO UL 2985 OR EQUIVALENT.
 7. UNIVERSAL DESIGN
A. NO STEP ENTRANCES INTO ANY UNIT
B. ACCESSIBLE PATH HAS A MAXIMUM 1/12 PITCH.
C. MINIMUM 32" WIDE CLEARANCE INTO ALL HOTEL UNITS.
D. MINIMUM 36" ACCESSIBLE ROUTES
E. BLOCKING OR EQUIVALENT INSTALLED IN ACCESSIBLE BATHROOMS FOR FUTURE GRAB BARS
 8. POOL SHALL HAVE A DEDICATED WATER SUPPLY
 9. ALL DOORS IN COMMON WALLS BETWEEN GARAGE AND CONDITIONED SPACE ARE TO BE TIGHTLY SEALED AND GASKETED.
 10. A CONTINUOUS AIR BARRIER SHALL BE PROVIDED SEPARATING THE GARAGE SPACE FROM ALL CONDITIONED AREAS.
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1 3RD LEVEL
SCALE: 1/8" = 1'-0"

STUDIO PATRICK SOARES

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AR00003

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DANIA BEACH HOTEL

380 S. FEDERAL HWY
DANIA BEACH, FL 33004

REVISION HISTORY:

Rev.	By	Date	Description
1	PS	03/17/2025	ISSUED FOR PERMIT

SEAL:

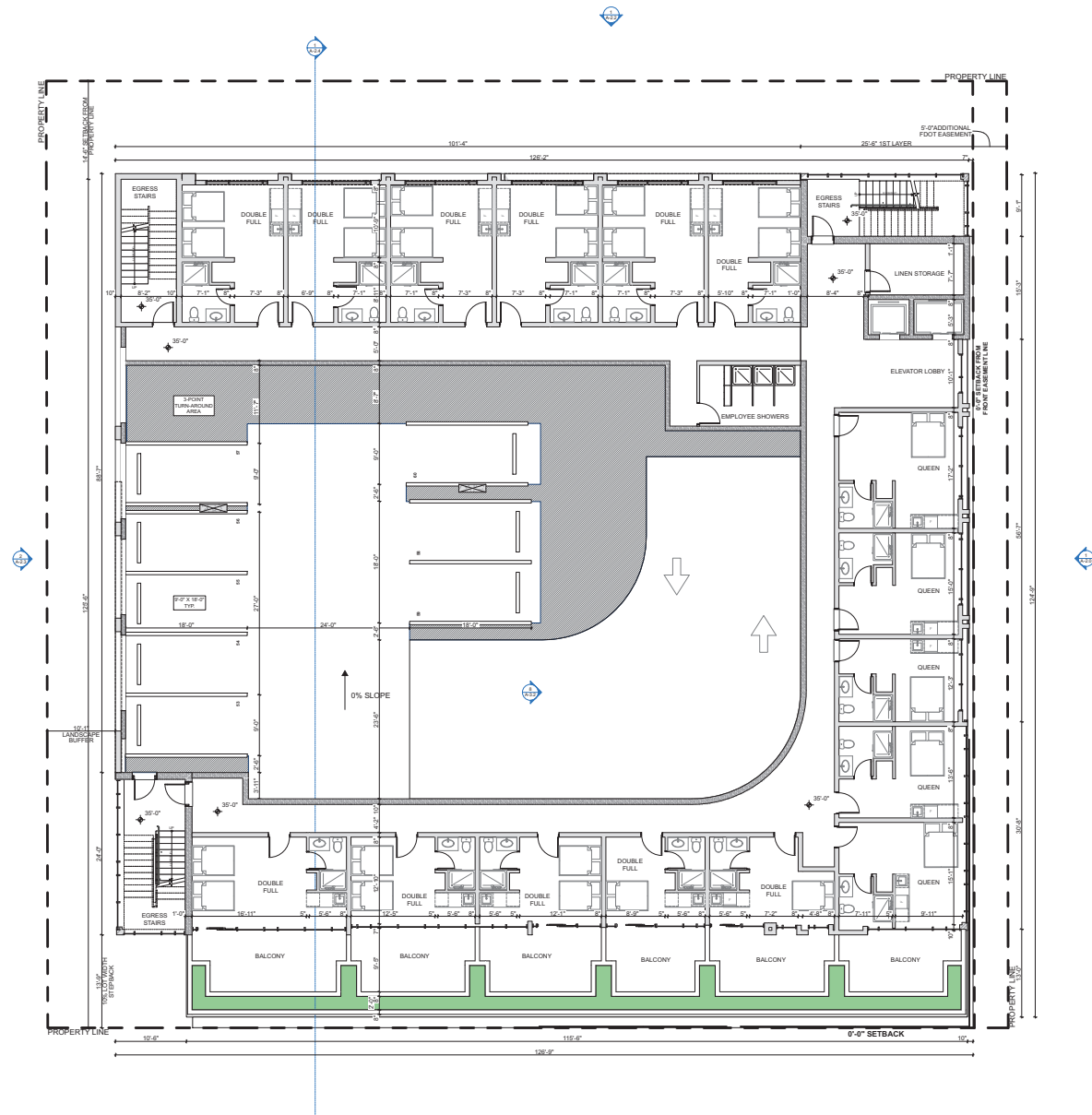
Digitally signed by Patrick O. Soares
Date: 2025.03.17 14:56:13 -0400

3RD LEVEL PARKING / ROOMS

A-1.3

Printed: 3/17/25

- NOTES:**
- 1: ALL CABINETRY SHALL BE CERTIFIED IN ACCORDANCE WITH THE ANSI/KCMA A161.1 PERFORMANCE STANDARD OR EQUIVALENT.
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A: METAL RAILINGS (MINOR)
B: METAL LATH (MINOR)
C: DRYWALL (MAJOR)
D: REBAR (MAJOR)
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A: DRYWALL, CEMENT
B: STUCCO, LANDSCAPE MATERIAL
 - 4: 50% OR MORE OF RESILIENT FLOORING SHALL BE USED IN A MINIMUM OF 30% OF FLOOR AND/OR WALL AREA OF ALL HOTEL UNITS. CERTIFIED NSF 332 OR EQUIVALENT
 - 5: 4: 50% OR MORE OF CARPET SHALL BE USED IN A MINIMUM OF 30% OF FLOOR AND/OR WALL AREA OF ALL HOTEL UNITS. CERTIFIED NSF 140 OR EQUIVALENT.
 - 6: 50% OR MORE OF INSULATION INSTALLED IS CERTIFIED TO UL 2985 OR EQUIVALENT.
 7. UNIVERSAL DESIGN
A. NO STEP ENTRANCES INTO ANY UNIT
B. ACCESSIBLE PATH HAS A MAXIMUM 1/12 PITCH.
C. MINIMUM 32" WIDE CLEARANCE INTO ALL HOTEL UNITS.
D. MINIMUM 36" ACCESSIBLE ROUTES
E. BLOCKING OR EQUIVALENT INSTALLED IN ACCESSIBLE BATHROOMS FOR FUTURE GRAB BARS
 8. POOL SHALL HAVE A DEDICATED WATER SUPPLY
 9. ALL DOORS IN COMMON WALLS BETWEEN GARAGE AND CONDITIONED SPACE ARE TO BE TIGHTLY SEALED AND GASKETED.
 10. A CONTINUOUS AIR BARRIER SHALL BE PROVIDED SEPARATING THE GARAGE SPACE FROM ALL CONDITIONED AREAS.
 11. SITE-APPLIED INTERIOR ARCHITECTURAL COATINGS, WHICH ARE INSIDE THE WATERPROOFING ENVELOPE, ARE IN ACCORDANCE WITH THE EMISSION LEVELS OF CDPH/EHLB STANDARD METHOD V1.1. EMISSION LEVELS ARE DETERMINED BY A LABORATORY ACCREDITED TO ISO/IEC 17025 AND THE CDPH/EHLB STANDARD METHOD V1.1 IN ITS SCOPE OF ACCREDITATION. THE PRODUCT IS CERTIFIED BY A THIRD-PARTY PROGRAM ACCREDITED TO ISO 17065, SUCH AS, BUT NOT LIMITED TO, THOSE FOUND IN APPENDIX B.



1 4TH LEVEL
SCALE: 1/8" = 1'-0"

STUDIO PATRICK SOARES

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AR09003

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DANIA BEACH HOTEL

380 S. FEDERAL HWY

DANIA BEACH, FL 33004

REVISION HISTORY			
No.	Description	Revised By	Revised Date

SEAL:

Digitally signed by Patrick O. Soares
Date: 2025.03.17 14:55:43 -04'00'

4TH LEVEL PARKING / ROOMS

A-1.4

Printed: 3/17/25

NOTES:
1: ALL CABINETRY SHALL BE CERTIFIED IN ACCORDANCE WITH THE ANSI/KCMA A161.1 PERFORMANCE STANDARD OR EQUIVALENT.

2: BUILDING MATERIALS WITH RECYCLED CONTENT SHALL BE USED FOR 2 MINOR AND 2 MAJOR COMPONENTS OF THE BUILDING.
A: METAL RAILINGS (MINOR)
B: METAL LATH (MINOR)
C: DRYWALL (MAJOR)
D: REBAR (MAJOR)

3: MINIMUM OF 75% USE OF REGIONAL MATERIALS IN THE BUILDING.
A: DRYWALL, CEMENT
B: STUCCO, LANDSCAPE MATERIAL

4: 50% OR MORE OF RESILIENT FLOORING SHALL BE USED IN A MINIMUM OF 30% OF FLOOR AND/OR WALL AREA OF ALL HOTEL UNITS. CERTIFIED NSF 332 OR EQUIVALENT

5: 4: 50% OR MORE OF CARPET SHALL BE USED IN A MINIMUM OF 30% OF FLOOR AND/OR WALL AREA OF ALL HOTEL UNITS. CERTIFIED NSF 140 OR EQUIVALENT.

6: 50% OR MORE OF INSULATION INSTALLED IS CERTIFIED TO UL 2985 OR EQUIVALENT.

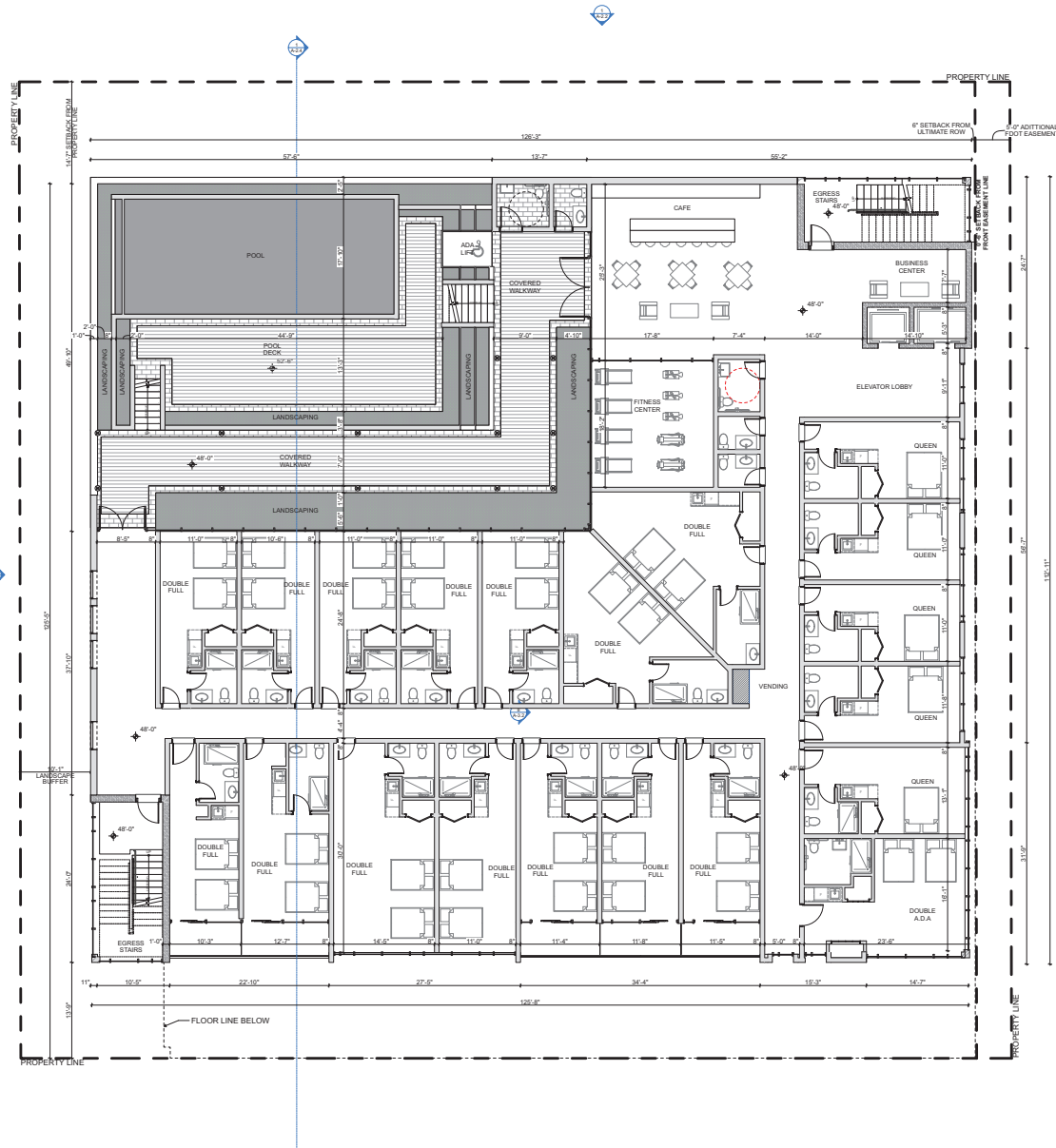
7. UNIVERSAL DESIGN
A. NO STEP ENTRANCES INTO ANY UNIT
B. ACCESSIBLE PATH HAS A MAXIMUM 1/12 PITCH.
C. MINIMUM 32" WIDE CLEARANCE INTO ALL HOTEL UNITS.
D. MINIMUM 36" ACCESSIBLE ROUTES
E. BLOCKING OR EQUIVALENT INSTALLED IN ACCESSIBLE BATHROOMS FOR FUTURE GRAB BARS

8. POOL SHALL HAVE A DEDICATED WATER SUPPLY

9. ALL DOORS IN COMMON WALLS BETWEEN GARAGE AND CONDITIONED SPACE ARE TO BE TIGHTLY SEALED AND GASKETED.

10. A CONTINUOUS AIR BARRIER SHALL BE PROVIDED SEPARATING THE GARAGE SPACE FROM ALL CONDITIONED AREAS.

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1 5TH/6TH LEVEL
SCALE: 1/8" = 1'-0"

STUDIO PATRICK SOARES
4811 W. SAMPLE RD SUITE 300 COCONUT CREEK, FL 33073
561 603 5365 studio@patricksoares.com

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DANIA BEACH HOTEL
380 S. FEDERAL HWY
DANIA BEACH, FL 33004

REVISION HISTORY			
No.	Description	Revised By	Revised Date

SEAL:

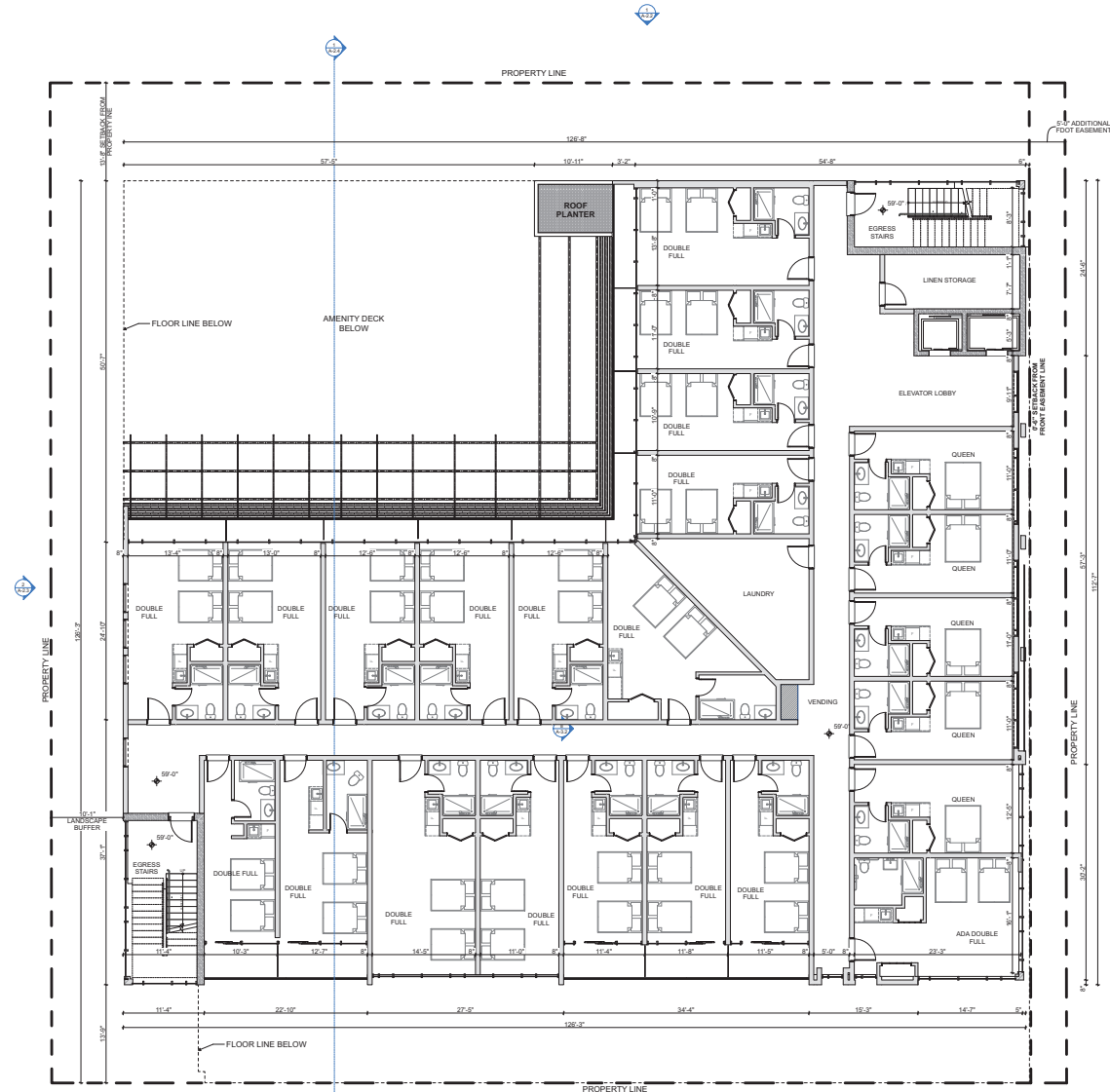
Digitally signed by Patrick O. Soares
Date: 2025.03.17 14:55:09 -0400

5TH LEVEL / AMENITY DECK / ROOMS

A-1.5

Printed: 3/17/25

- NOTES:**
- 1: ALL CABINETRY SHALL BE CERTIFIED IN ACCORDANCE WITH THE ANSI/KCMA A161.1 PERFORMANCE STANDARD OR EQUIVALENT.
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 7. UNIVERSAL DESIGN
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E. BLOCKING OR EQUIVALENT INSTALLED IN ACCESSIBLE BATHROOMS FOR FUTURE GRAB BARS
 8. POOL SHALL HAVE A DEDICATED WATER SUPPLY
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1 3RD LEVEL
SCALE: 1/8" = 1'-0"

STUDIO PATRICK SOARES

4811 W. SAMPLE RD. SUITE 300 COCONUT CREEK, FL 33073

561.603.5365 studio@patricksoares.com

AR09003

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DANIA BEACH HOTEL

380 S. FEDERAL HWY
DANIA BEACH, FL 33004

REVISION HISTORY			
No.	Description	Revised By	Revised Date

SEAL:

Digitally signed by
Patrick O. Soares
Date:
2023.03.17
14:53:10 -04'00'

6TH LEVEL ROOMS

A-1.7

Printed: 3/17/23

NOTES:
1: ALL CABINETRY SHALL BE CERTIFIED IN ACCORDANCE WITH THE ANSI/KCMA A161.1 PERFORMANCE STANDARD OR EQUIVALENT.

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D: REBAR (MAJOR)

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6: 50% OR MORE OF INSULATION INSTALLED IS CERTIFIED TO UL 2985 OR EQUIVALENT.

7. UNIVERSAL DESIGN

- A: NO STEP ENTRANCES INTO ANY UNIT
- B: ACCESSIBLE PATH HAS A MAXIMUM 1/12 PITCH.
- C: MINIMUM 32" WIDE CLEARANCE INTO ALL HOTEL UNITS.
- D: MINIMUM 36" ACCESSIBLE ROUTES
- E: BLOCKING OR EQUIVALENT INSTALLED IN ACCESSIBLE BATHROOMS FOR FUTURE GRAB BARS

8. POOL SHALL HAVE A DEDICATED WATER SUPPLY

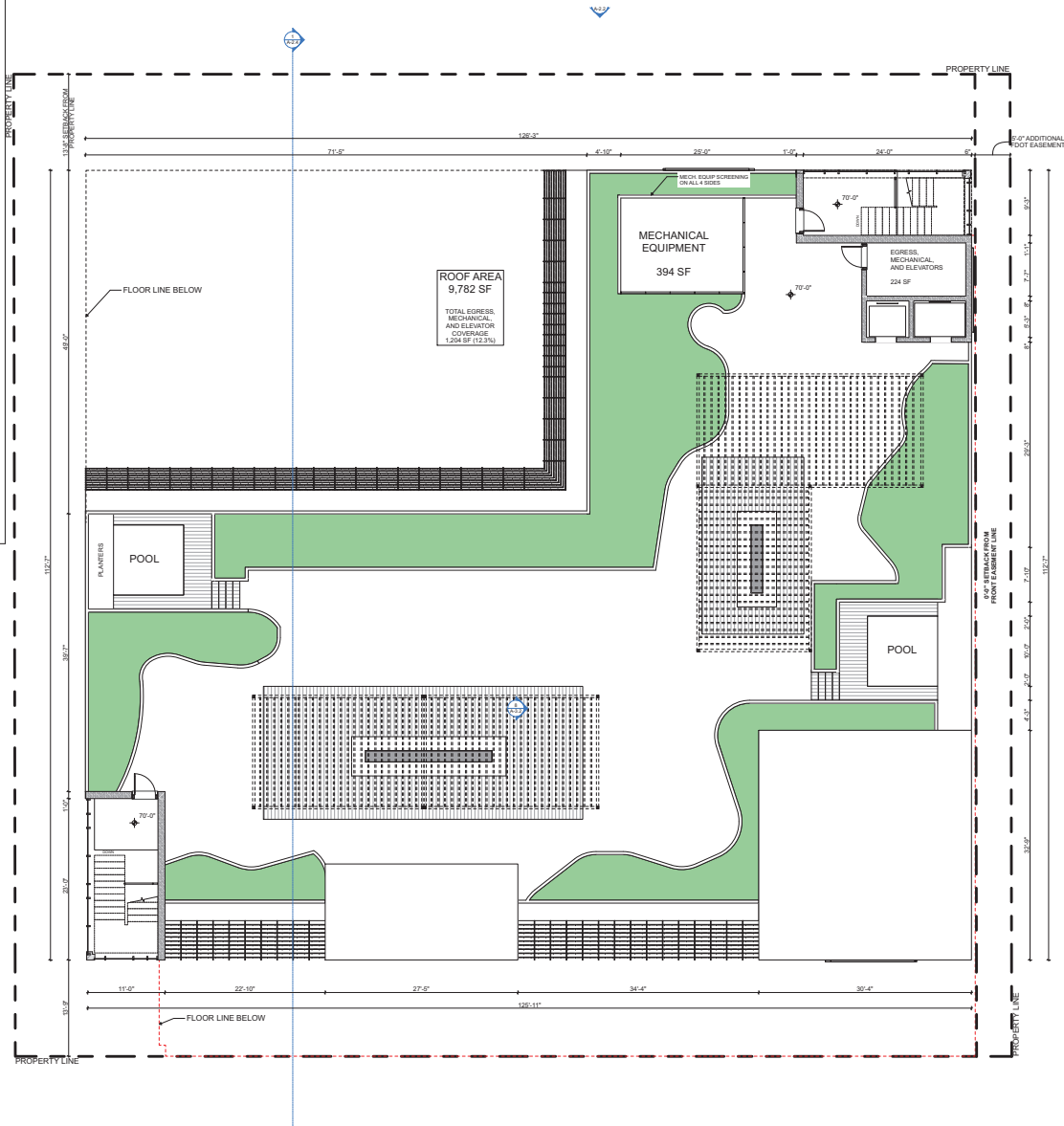
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2 ROOF COVERAGE DIAGRAM
NOT TO SCALE



1 ROOF DECK
SCALE: 1/8" = 1'-0"

STUDIO PATRICK SOARES

4811 W. SAMPLE RD SUITE 300 COCONUT CREEK, FL 33073
561 463 5365 studio@patricksoares.com

AR09003

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DANIA BEACH HOTEL
380 S. FEDERAL HWY
DANIA BEACH, FL 33004

REVISION HISTORY		
NO.	DESCRIPTION	DATE

SEAL: _____

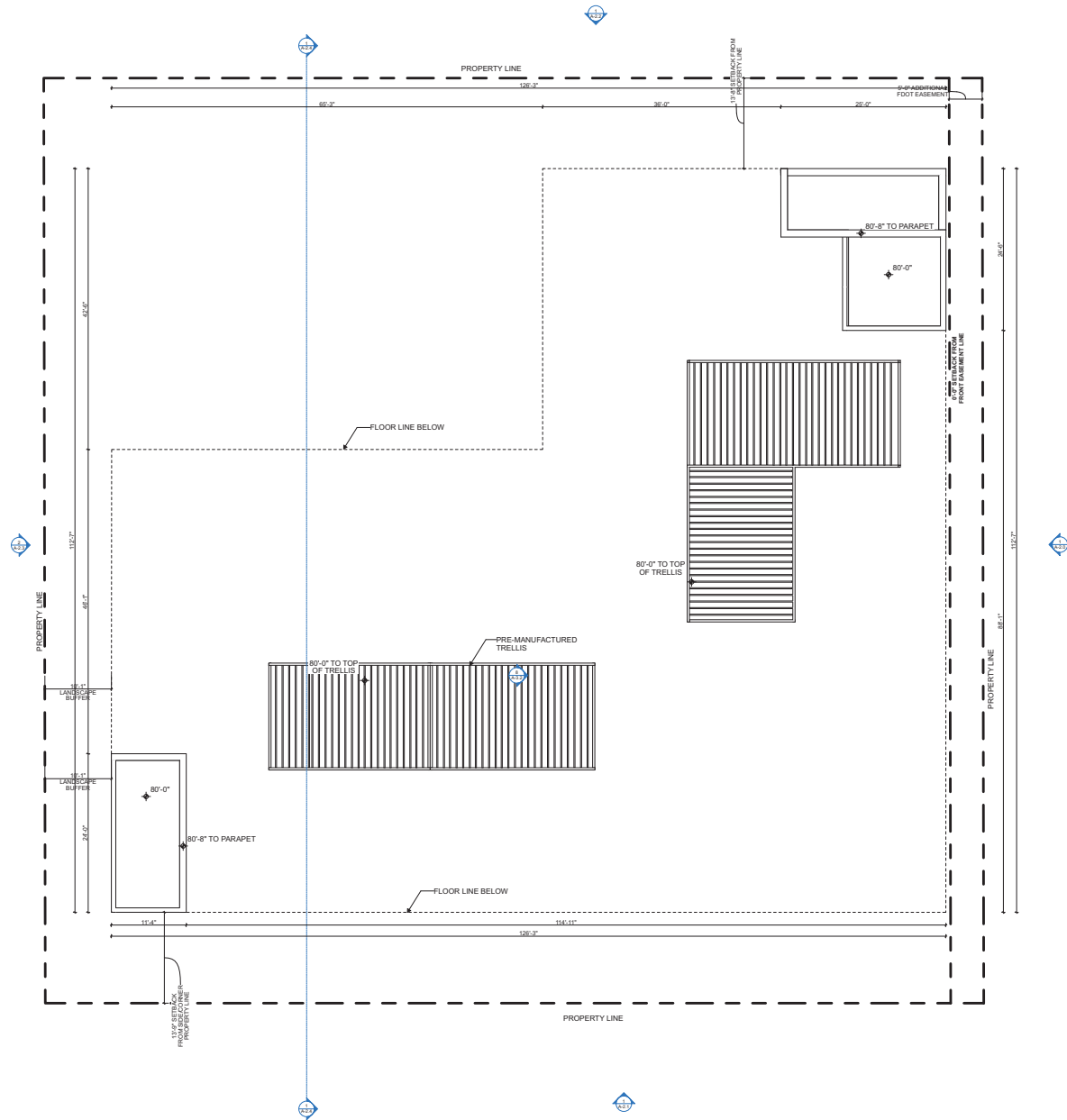
Digitally signed by Patrick O. Soares
Date: 2025.03.17 14:52:40 -04'00'

ROOF TERRACE AMENITY PLAN

A-1.8

Printed: 3/17/25

NOTES:
1: ROOF SURACES SHALL BE
CONSTRUCTED IN ACCORDANCE WITH
ENERGY START COOL ROOF
CERTIFICATION OR EQUIVALENT.



1 3RD LEVEL
SCALE: 1/8" = 1'-0"

STUDIO PATRICK SOARES

4911 W. SAMPLE RD SUITE 300 COCONUT CREEK, FL 33073

561.603.5365 studio@patricksoares.com

ARCHITECT

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DANIA BEACH HOTEL

380 S. FEDERAL HWY
DANIA BEACH, FL 33004

REVISION HISTORY			
No.	Description	Revised By	Revised Date

SEAL:

Digitally signed by
Patrick O. Soares
Date: 2025.03.17
14:52:12
-04'00'
ROOF PLAN

A-1.9

Printed: 3/17/25

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DANIA BEACH, FL 33004

REVISION HISTORY:			
NO.	DESCRIPTION	DATE	BY

SEAL:



EAST ELEVATION

A-2.0

Printed: 3/17/25



1 EAST ELEVATION
SCALE: 1/8" = 1'-0"

ELEVATION KEY NOTES:

- | | |
|--|---|
| 1 DRYVIT SYSTEMS: SAND BLAST DPR PAINTED - 101 SUPER WHITE** (PAINTED STUCCO) | 7 SUSPENDED ALUMINUM CANOPY |
| 2 COMPOSITE WOOD LIKE TILE NON-COMBUSTIBLE | 8 ENTRY SIGNAGE (Welcome)-2.25 SF |
| 3 FIXED WINDOWS - INSULATED CLEAR GLASS WITH DARK BRONZE ANODIZED ALUMINUM FRAMES | 9 PRE-MANUFACTURED PERGOLA SYSTEM |
| 4 EXTERIOR STOREFRONT SYSTEM - INSULATED CLEAR GLASS WITH DARK BRONZE ANODIZED ALUMINUM FRAMES | 10 GLASS RAILING SYSTEM WITH DARK BRONZE ANODIZED ALUMINUM FRAMES |
| 5 BUILDING SIGNAGE (BACKLIT)-HOTEL | 11 INFINITY POOL |
| 6 ALUMINUM PTAC LOUVERS - WOOD FINISH | 12 FROSTED GLASS ROOM DIVIDER WITH DARK BRONZE ANODIZED ALUMINUM FRAMES |

WINDOW AND DOOR NOTES

602.1.9 FLASHING: FLASHING WILL PROVIDED TO MINIMIZE WATER ENTRY INTO WALL AND ROOF ASSEMBLIES AND TO DIRECT WATER TO EXTERIOR SURFACES OR EXTERIOR WATER-RESISTIVE BARRIERS FOR DRAINAGE. FLASHING DETAILS WILL PROVIDED IN THE CONSTRUCTION DOCUMENTS AND ARE WILL BE IN ACCORDANCE WITH THE FENESTRATION MANUFACTURER'S INSTRUCTIONS. THE FLASHING MANUFACTURER'S INSTRUCTIONS, OR AS DETAILED BY A REGISTERED DESIGN PROFESSIONAL.

PERCENTAGE OF GLAZING - EAST ELEVATION

TOTAL AREA OF FACADE	9,352 SF
TOTAL AREA OF GLAZING REQUIRED:	5,363 SF
PROVIDED:	57%
GROUND FLOOR ONLY	1,786 SF
GROUND FLOOR GLAZING REQUIRED:	1,282 SF
PROVIDED:	71.7%



1 SOUTH ELEVATION
SCALE: 1/8" = 1'-0"

ELEVATION KEY NOTES:

- | | |
|--|---|
| 1 DRYVIT SYSTEMS: SAND BLAST DPR PAINTED - 101 SUPER WHITE** (PAINTED STUCCO) | 7 SUSPENDED ALUMINUM CANOPY |
| 2 COMPOSITE WOOD LIKE TILE NON-COMBUSTIBLE | 8 ENTRY SIGNAGE (Welcome)-2.25 SF |
| 3 FIXED WINDOWS - INSULATED CLEAR GLASS WITH DARK BRONZE ANODIZED ALUMINUM FRAMES | 9 PRE-MANUFACTURED PERGOLA SYSTEM |
| 4 EXTERIOR STOREFRONT SYSTEM - INSULATED CLEAR GLASS WITH DARK BRONZE ANODIZED ALUMINUM FRAMES | 10 GLASS RAILING SYSTEM WITH DARK BRONZE ANODIZED ALUMINUM FRAMES |
| 5 BUILDING SIGNAGE (BACKLIT)-HOTEL | 11 INFINITY POOL |
| 6 ALUMINUM PTAC LOUVERS - WOOD FINISH | 12 FROSTED GLASS ROOM DIVIDER WITH DARK BRONZE ANODIZED ALUMINUM FRAMES |

WINDOW AND DOOR NOTES

602.13 FLASHING: FLASHING WILL PROVIDED TO MINIMIZE WATER ENTRY INTO WALL AND ROOF ASSEMBLIES AND TO DIRECT WATER TO EXTERIOR SURFACES OR EXTERIOR WATER-RESISTIVE BARRIERS FOR DRAINAGE. FLASHING DETAILS WILL PROVIDED IN THE CONSTRUCTION DOCUMENTS AND ARE WILL BE IN ACCORDANCE WITH THE FENESTRATION MANUFACTURER'S INSTRUCTIONS, OR AS DETAILED BY A REGISTERED DESIGN PROFESSIONAL.

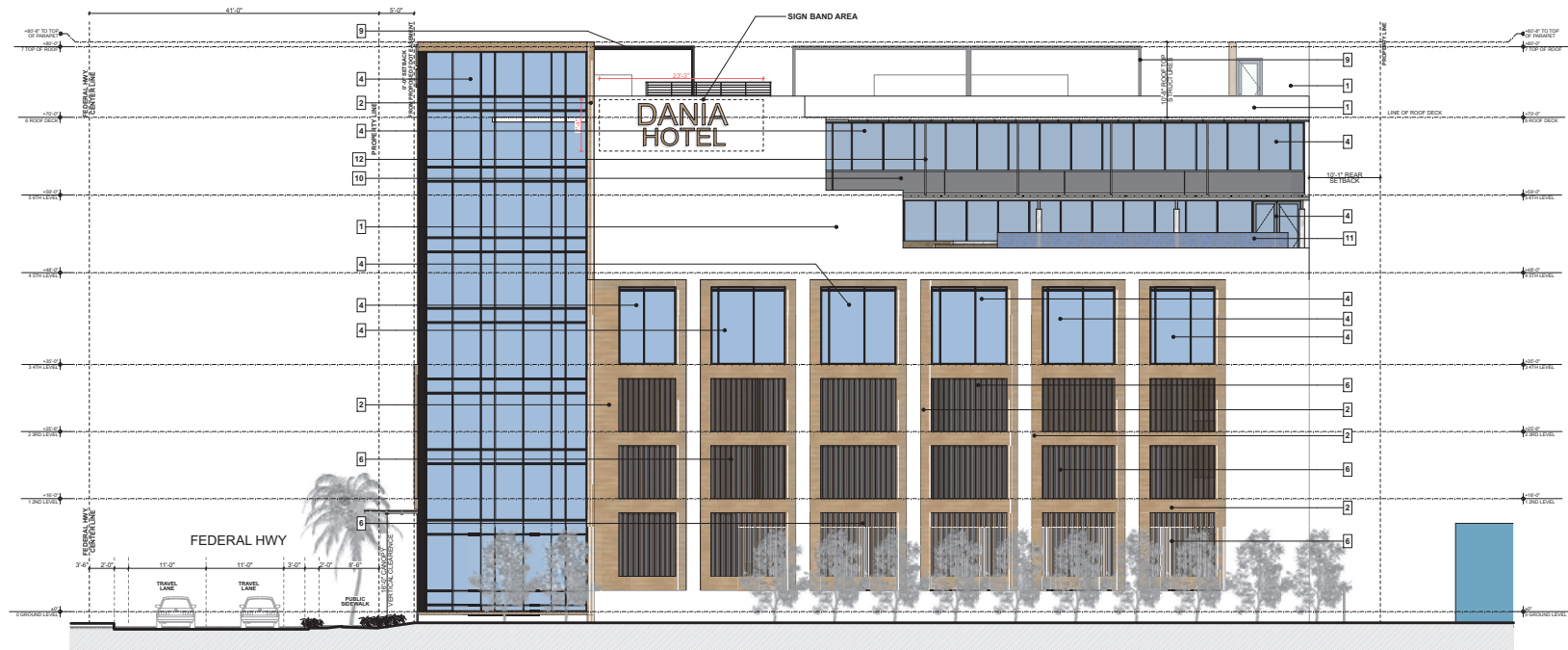
PERCENTAGE OF GLAZING - SOUTH ELEVATION		
TOTAL AREA OF FACADE	9,055 SF	
TOTAL AREA OF GLAZING	4,964 SF	
REQUIRED:	30-60%	
PROVIDED:	55%	
GROUND FLOOR ONLY	1,186 SF	
GROUND FLOOR GLAZING	927 SF	
REQUIRED:	70%	
PROVIDED:	78.1%	

REVISION HISTORY:		
No.	Revised By	Revised Date

SEAL:
Digitally signed by Patrick O. Soares
Date: 2025.03.17 14:51:12 -04'00'

SOUTH ELEVATION

A-2.1



1 NORTH ELEVATION
SCALE: 1/8" = 1'-0"

ELEVATION KEY NOTES:

- | | |
|--|--|
| <p>1 DRYVIT SYSTEMS: SAND BLAST DPR PAINTED - 101 SUPER WHITE** (PAINTED STUCCO)</p> <p>2 COMPOSITE WOOD LIKE TILE NON-COMBUSTIBLE</p> <p>3 FIXED WINDOWS - INSULATED CLEAR GLASS WITH DARK BRONZE ANODIZED ALUMINUM FRAMES</p> <p>4 EXTERIOR STOREFRONT SYSTEM - INSULATED CLEAR GLASS WITH DARK BRONZE ANODIZED ALUMINUM FRAMES</p> <p>5 BUILDING SIGNAGE (BACKLIT)-HOTEL</p> <p>6 ALUMINUM PTAC LOUVERS - WOOD FINISH</p> | <p>7 SUSPENDED ALUMINUM CANOPY</p> <p>8 ENTRY SIGNAGE (Welcome)-2.25 SF</p> <p>9 PRE-MANUFACTURED PERGOLA SYSTEM</p> <p>10 GLASS RAILING SYSTEM WITH DARK BRONZE ANODIZED ALUMINUM FRAMES</p> <p>11 INFINITY POOL</p> <p>12 FROSTED GLASS ROOM DIVIDER WITH DARK BRONZE ANODIZED ALUMINUM FRAMES</p> |
|--|--|

WINDOW AND DOOR NOTES
602.13 FLASHING: FLASHING WILL PROVIDED TO MINIMIZE WATER ENTRY INTO WALL AND ROOF ASSEMBLIES AND TO DIRECT WATER TO EXTERIOR SURFACES OR EXTERIOR WATER-RESISTIVE BARRIERS FOR DRAINAGE. FLASHING DETAILS WILL PROVIDED IN THE CONSTRUCTION DOCUMENTS AND ARE WILL BE IN ACCORDANCE WITH THE FENESTRATION MANUFACTURER'S INSTRUCTIONS. THE FLASHING MANUFACTURER'S INSTRUCTIONS, OR AS DETAILED BY A REGISTERED DESIGN PROFESSIONAL.

STUDIO PATRICK SOARES
4811 W. SAMPLE RD SUITE 300 COCONUT CREEK, FL 33073
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A050003

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DANIA BEACH HOTEL
380 S. FEDERAL HWY
DANIA BEACH, FL 33004

REVISION HISTORY			
No.	Revised By	Revised Date	Revised Description

SEAL:

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 Date: 2025.03.17 14:50:41 -04'00'

NORTH ELEVATION

A-2.2

Printed: 3/17/25



2 West Elevation
SCALE: 1/8" = 1'-0"

ELEVATION KEY NOTES:

- 1 DRYVIT SYSTEMS: SAND BLAST DPR PAINTED - 101 SUPER WHITE** (PAINTED STUCCO)
- 2 COMPOSITE WOOD LIKE TILE NON-COMBUSTIBLE
- 3 FIXED WINDOWS - INSULATED CLEAR GLASS WITH DARK BRONZE ANODIZED ALUMINUM FRAMES
- 4 EXTERIOR STOREFRONT SYSTEM - INSULATED CLEAR GLASS WITH DARK BRONZE ANODIZED ALUMINUM FRAMES
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WINDOW AND DOOR NOTES

602.1.9 FLASHING: FLASHING WILL PROVIDED TO MINIMIZE WATER ENTRY INTO WALL AND ROOF ASSEMBLIES AND TO DIRECT WATER TO EXTERIOR SURFACES OR EXTERIOR WATER-RESISTIVE BARRIERS FOR DRAINAGE. FLASHING DETAILS WILL PROVIDED IN THE CONSTRUCTION DOCUMENTS AND ARE WILL BE IN ACCORDANCE WITH THE FENESTRATION MANUFACTURER'S INSTRUCTIONS. THE FLASHING MANUFACTURER'S INSTRUCTIONS, OR AS DETAILED BY A REGISTERED DESIGN PROFESSIONAL.

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AR09003

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REVISION HISTORY:			
No.	Description	Revised By	Revised Date

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Date: 2025.03.17 14:50:09 -0400

WEST ELEVATION

A-2.3

Printed: 3/17/25



1 3RD LEVEL
SCALE: 1/8" = 1'-0"

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A202003

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REVISION HISTORY	Revised By	Revised Date

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SECTION

A-2.4

Printed: 3/17/25



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REVISION HISTORY:

Rev. No.	Project	Revised By	Revised Date

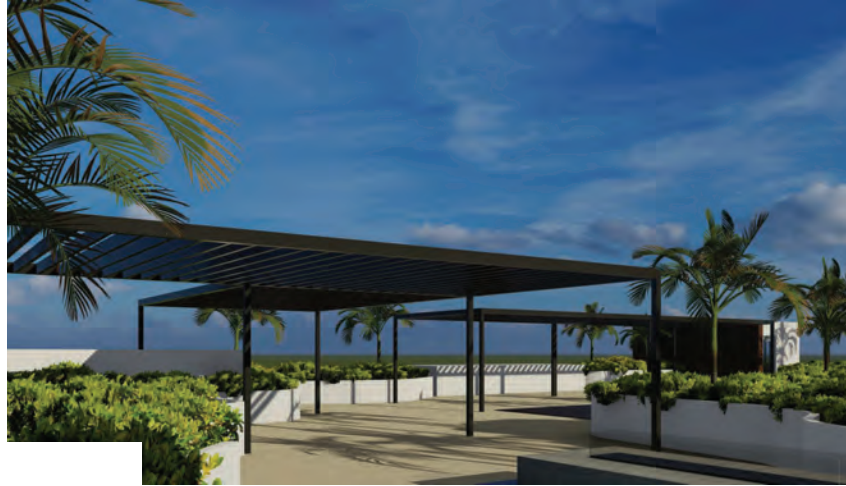
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Date: 2025.03.17 14:49:14 -04'00'

RENDERS

A-2.5

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REVISION HISTORY:			Revised By	Revised Date

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 Date: 2025.03.17 14:48:45 -04'00'

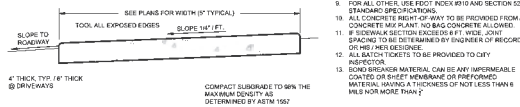
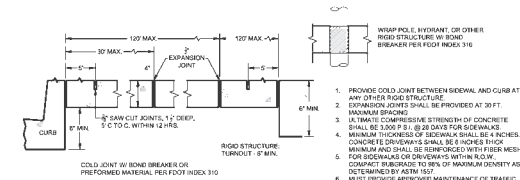
RENDERS

A-2.6

Printed: 3/17/25

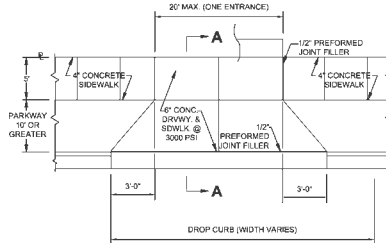


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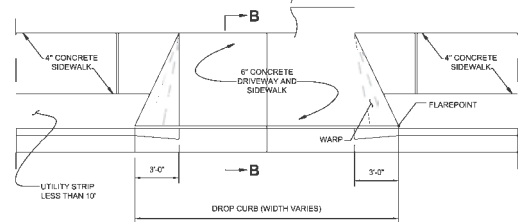


TYPICAL SECTION

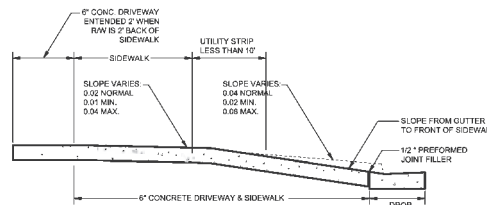
1. PROVIDE COLD JOINT BETWEEN SIDEWALK AND CURB AT ANY OTHER RIGID STRUCTURE.
2. EXPANSION JOINTS SHALL BE PROVIDED AT 30 FT.
3. ULTIMATE COMPRESSIVE STRENGTH OF CONCRETE SHALL BE 3,000 P.S.I. @ 28 DAYS FOR SIDEWALKS.
4. MINIMUM THICKNESS OF SIDEWALK SHALL BE 4 INCHES.
5. CONCRETE DRIVEWAYS SHALL BE 6 INCHES THICK.
6. MINIMUM AND SHALL BE REINFORCED WITH FIBER MESH.
7. FOR SIDEWALKS OR DRIVEWAYS WITHIN SLOPE, COMPACT SUBGRADE TO 95% OF MAXIMUM DENSITY AS DETERMINED BY ASTM 1557.
8. MUST PROVIDE APPROVED MAINTENANCE OF TRAFFIC INDICATORS FOR SIDEWALK CLOSING.
9. BROOM FINISH SURFACE. NO PAINT OR OTHER FINISHES ALLOWED.
10. NO PATCH REPAIRS ALLOWED. FULL-DEPTH AND SECTION (2) STANDARD SPECIFICATIONS.
11. ALL CONCRETE REINFORCEMENT TO BE PROVIDED FROM A CONCRETE MIX PLANT TO 6\"/>



R/W LINE AT OR 2' BACK OF SIDEWALK PLAN (30' MAX.) (APPROX MUST BE ONE CONTINUOUS POUR)



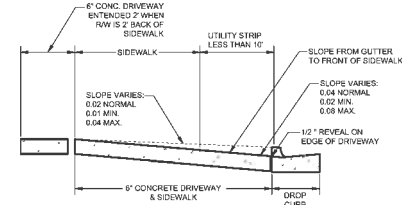
R/W LINE AT OR 2' BACK OF SIDEWALK PLAN (30' MAX.)



SECTION AA

1. SLOPES CAN BE ADJUSTED WITHIN THE RANGES SHOWN TO IMPROVE TIES TO ADJACENT PROPERTY AND ARE TO BE TRANSITIONED SO AS TO AVOID DISTORTION IN SIDEWALK CONTINUITY AND MEET A.D.A. REQUIREMENTS.

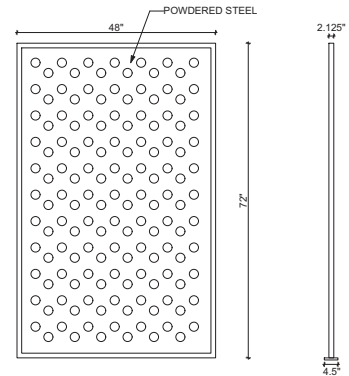
WHEN DISTANCE BETWEEN CURB & SIDEWALK IS 10' OR GREATER COMPLY WITH LATEST EDITION OF D.O.T. DESIGN STANDARDS INDEX #515

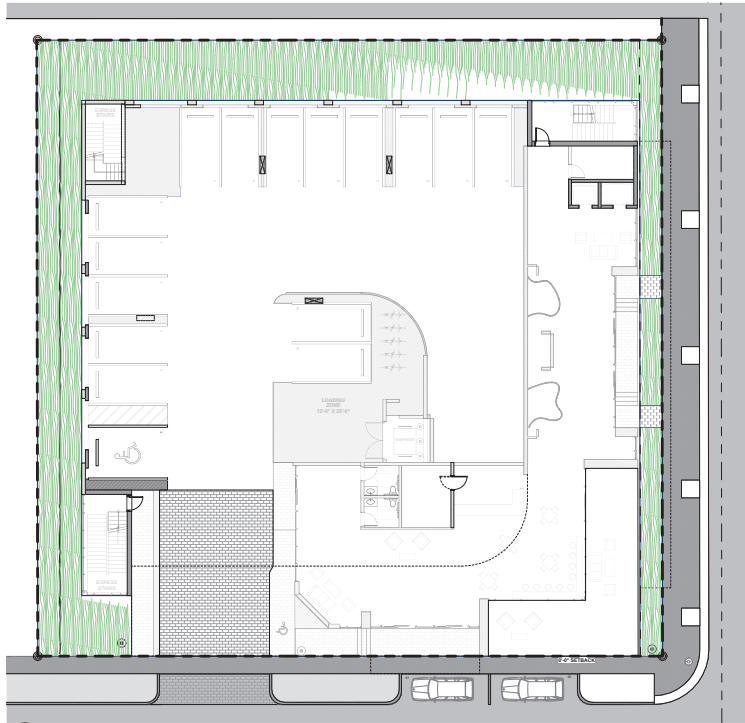


SECTION BB

1. LIGHT BROOM FINISH
2. CONCRETE SHALL BE 3,000 P.S.I.
3. SLOPE CAN BE ADJUSTED WITHIN THE RANGES SHOWN TO IMPROVE TIES TO ADJACENT PROPERTY AND ARE TO BE TRANSITIONED TO AVOID DISTORTION IN SIDEWALK CONTINUITY AND MEET A.D.A. REQUIREMENTS.

WHEN DISTANCE BETWEEN CURB & SIDEWALK IS LESS THAN 10' COMPLY WITH F.D.O.T. DESIGN STANDARDS OF JAN 2004 INDEX #515



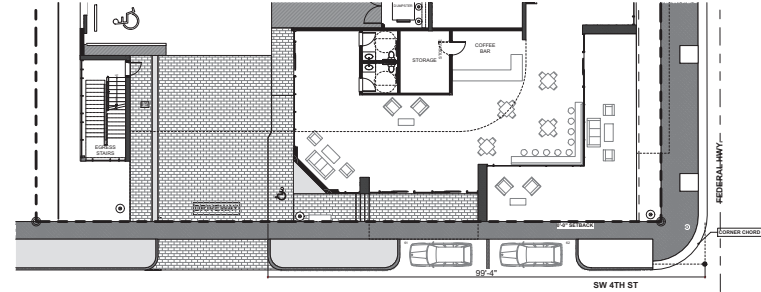


3 PERVIOUS/IMPERVIOUS DIAGRAM
NOT TO SCALE

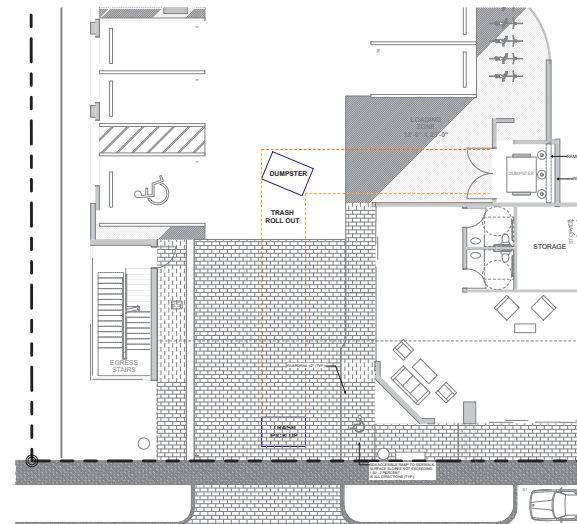
**TOTAL CONTRIBUTING
PERVIOUS AREA**
4,093 SF (20.5%)

SOLID WASTE / RECYCLING MANAGEMENT

1. THE SOLID WASTE AND RECYCLE WILL BE COLLECTED FROM THE DRIVEWAY. THE OPERATOR ANTICIPATES COLLECTION BY A PRIVATE LICENSED CONTRACTOR 2 TIMES PER WEEK OR MORE AS NEEDED.
2. THE COLLECTION WILL OCCUR BY ACCESS FROM SW 4TH ST. SERVICE TURNING RADII TO SHOW CIRCULATION ARE PROVIDED.
3. THE TRASH AND RECYCLE CONTAINERS WILL BE STORED AT ALL TIMES WITHIN THE TRASH ROOM INSIDE THE BUILDING. THE CONTRACTOR WILL BE PROVIDED WITH ACCESS TO THE TRASH ROOM FOR PICK UP.
4. THE WASTE SYSTEM WILL MEET THE CAPACITY REQUIREMENTS OF THE BUILDING ORDINANCE REQUIREMENTS.



2 DRIVEWAY DISTANCE DIAGRAM
NOT TO SCALE



1 TRASH PICKUP
NOT TO SCALE

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ARCH003

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380 S. FEDERAL HWY
DANIA BEACH, FL 33004

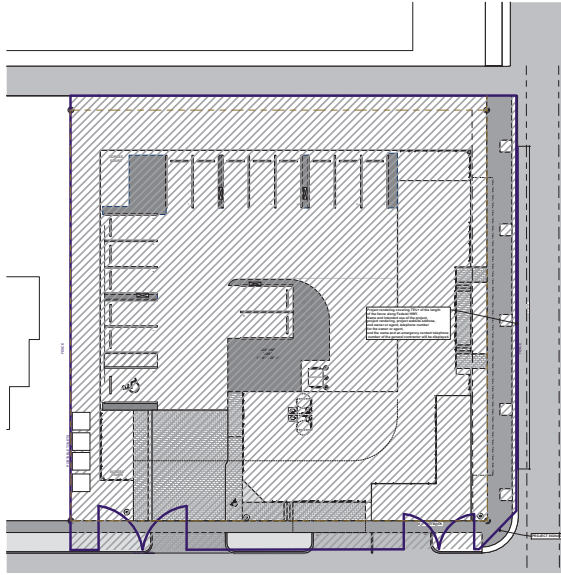
REVISION HISTORY			
No.	Revised By	Revised For	Revised Date

SEAL:
Digitally signed by Patrick O. Soares
Date: 2025.03.17 14:47:40 -04'00'

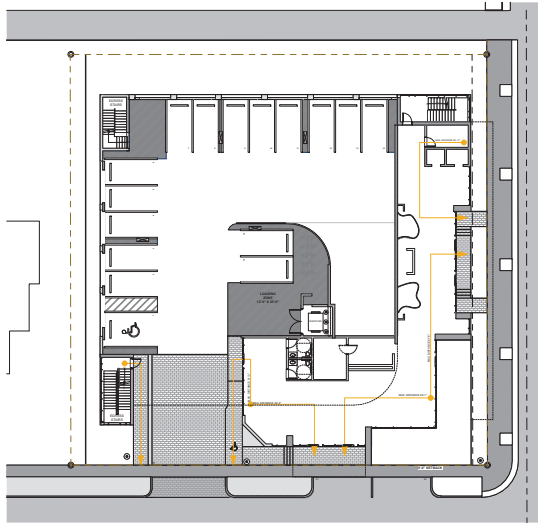
SITE DIAGRAMS

A-3.3

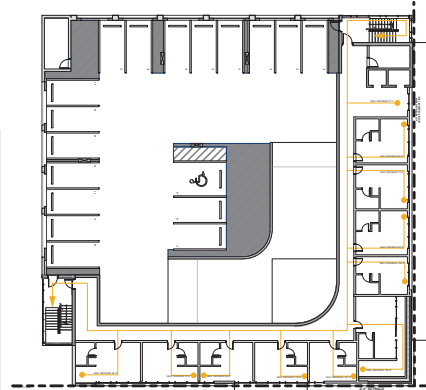
Printed: 3/17/25



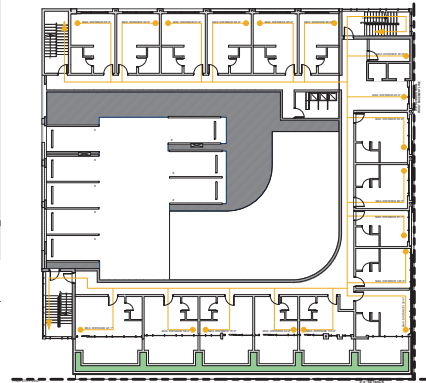
1 SCREENING PLAN/DETAIL
NOT TO SCALE



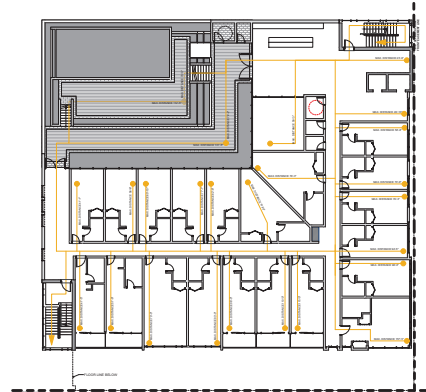
2 GROUND LEVEL EGRESS
NOT TO SCALE



3 2ND/3RD LEVEL EGRESS
NOT TO SCALE



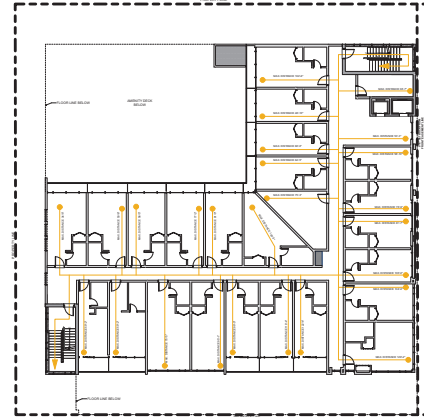
4 4TH LEVEL EGRESS
NOT TO SCALE



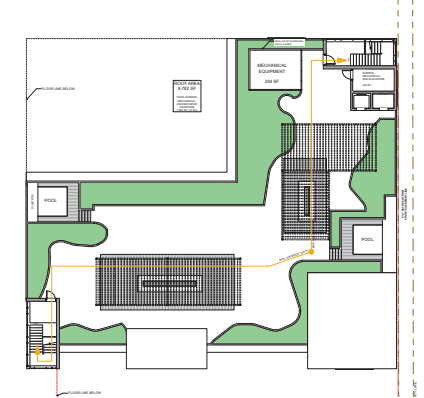
5 5TH LEVEL/AMENITY DECK EGRESS
NOT TO SCALE

PATH OF EGRESS

LEVEL	TRAVEL DIST.
GROUND	49'-0"
2ND LEVEL	110'-3"
3RD LEVEL	113'-4"
4TH LEVEL	113'-4"
5TH LEVEL	113'-9"
6TH LEVEL	113'-9"
ROOFTOP	81'-8"

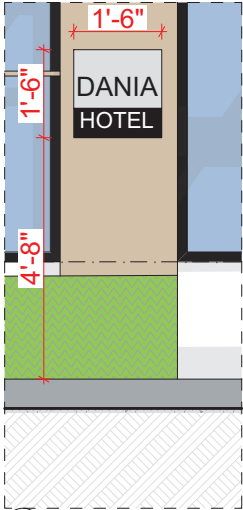


8 6TH LEVEL EGRESS
NOT TO SCALE



6 ROOF DECK EGRESS
NOT TO SCALE

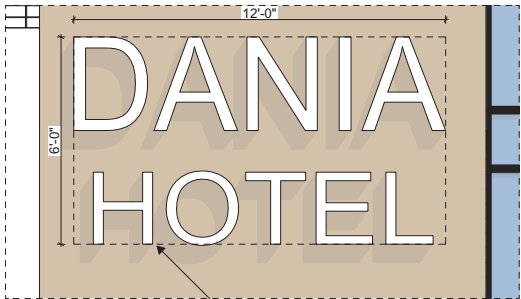
SIGNAGE SQ. FT. REQUIREMENTS				
LOCATION	FRONTAGE	CODE	ALLOWED	PROVIDED
1. EAST FACADE	126'-4"	Sec. 505-90(v)(1) "one (1) sign is permitted per building frontage, not to exceed one (1) square foot in area for each of the first seventy-five (75) feet of building frontage, and one-quarter (.25) square foot in area for each additional one (1) foot of frontage in excess of seventy-five (75) feet.	87'-10" SF	84'-0" SF
2. NORTH FACADE	126'-3"		87'-10"	78'-0" SF
3. SOUTH FACADE	126'-5"		87'-10"	78'-0" SF
4. WEST FACADE	126'-3"		87'-10"	0'-0" SF
PLAQUES:				
EAST ENTRANCE (2)				4'-8" SF
SOUTH ENTRANCE (2)				4'-8" SF
TOTAL		(7) SIGNS: 757'-10" SF OF SIGN AREA MAX 505'-3" LF(ALL 4 FRONTAGES X 1.5 CRA BONUS = 757'-10" SF SIGN AREA MAX	757'-10"	(7) SIGNS ON 3 SIDES OF THE BUILDING. 249'-6" SF OF SIGN AREA



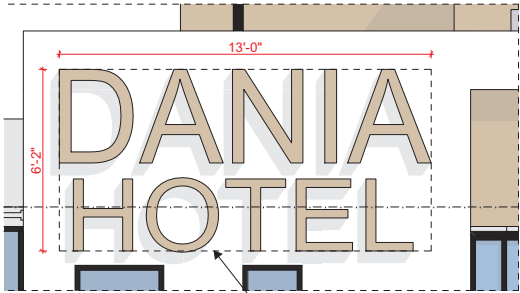
4 PLAQUES - EAST/SOUTH ENTRANCES
SCALE: 1" = 1'-0"



1 Canopy
SCALE: 3/16" = 1'-0"

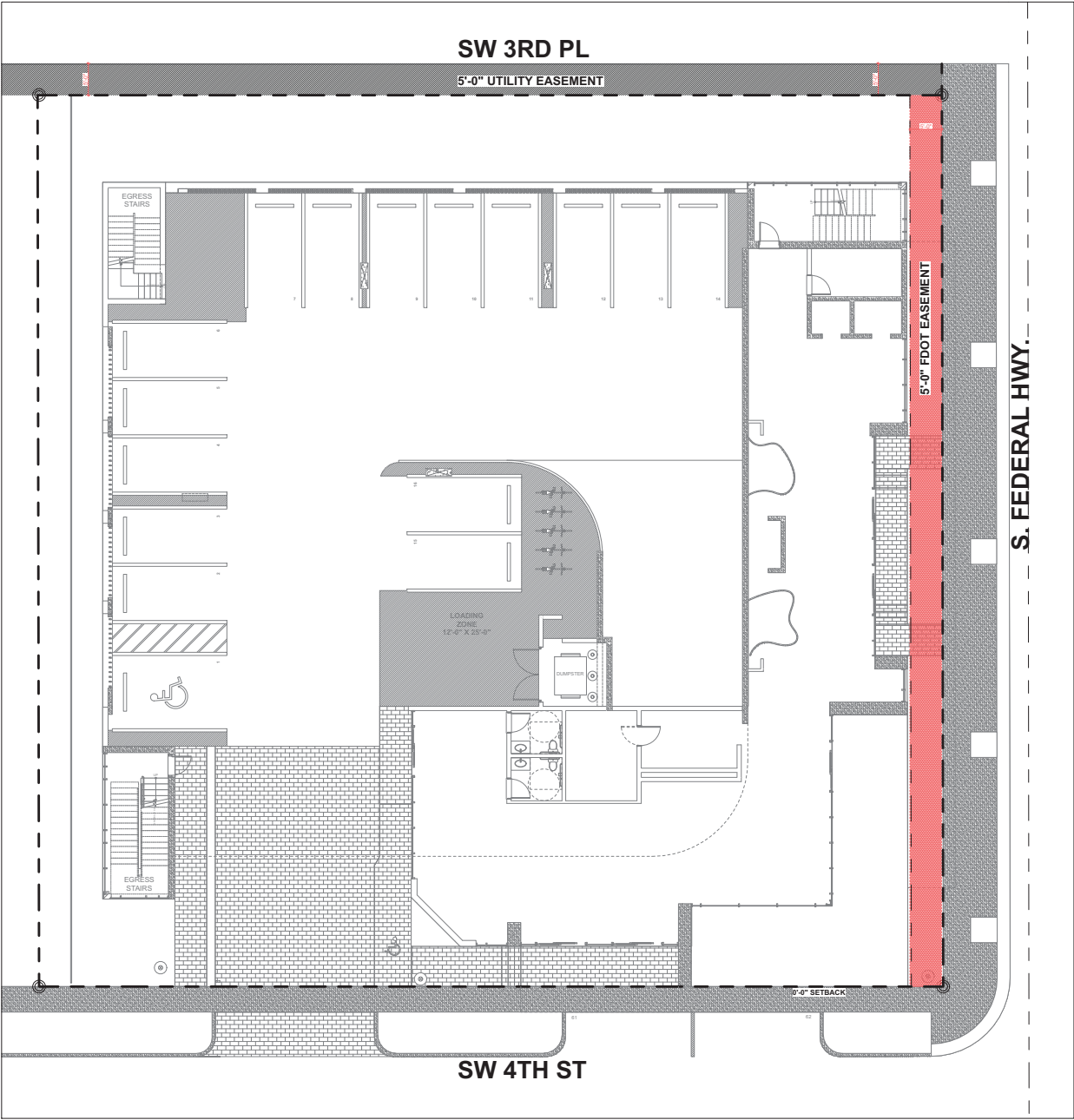


2 EAST ELEVATION SIGN DETAIL
SCALE: 1/2" = 1'-0"
BACKLIT SIGN AREA: 72 S.F.



3 NORTH/SOUTH ELEVATION SIGN DETAIL
SCALE: 1/2" = 1'-0"
BACKLIT AREA: 78 S.F.

NO.	DESCRIPTION	DATE	BY



STUDIO PATRICK SOARES

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380 S. FEDERAL HWY
DANIA BEACH, FL 33004

REVISION HISTORY:

SEAL:

Digitally signed
by Patrick O.
Soares
Date: 2025.03.17
15:08:51 -0400

EASEMENT DIAGRAM

A-3.6

Printed: 3/17/25

380 S. FEDERAL HWY. DANIA BEACH

CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA

INDEX OF PLANS

SHEET NO.	SHEET DESCRIPTION
CS-1	COVER SHEET
PD-1	PAVING AND GRADING PLAN
PD-2	PAVING AND GRADING DETAILS
PD-3	PAVING AND GRADING DETAILS
PM-1	PAVEMENT MARKING PLAN
PM-2	PAVEMENT MARKING DETAILS
WS-1	WATER AND SEWER PLAN
WS-2	WATER AND SEWER DETAILS
SWPP-1	STORMWATER POLLUTION PREVENTION PLAN
SWPP-2	STORMWATER POLLUTION PREVENTION DETAILS
SWPP-3	STORMWATER POLLUTION PREVENTION NOTES
TR-1	TRUCK ROUTING PLAN
TR-2	TRUCK ROUTING PLAN
PH-1	PHOTOMETRIC PLAN



LOCATION MAP

SECTION 3 / TOWNSHIP 51S / RANGE 42E

SITE PLAN

PLANNER:

FIELDAGENCY ARCHITECTURE
8400 UNIVERSITY DR
SUITE 205
FORT LAUDERDALE, FL 33321
(954)361-3621

CIVIL ENGINEER:

HSQ GROUP, INC.
1001 YAMATO ROAD
SUITE 105
BOCA RATON, FL 33431
(561) 392-0221

ARCHITECT:

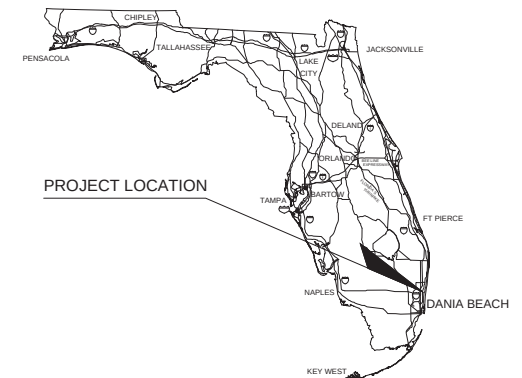
FIELDAGENCY
ARCHITECTURE
8400 UNIVERSITY DR
SUITE 205
FORT LAUDERDALE, FL 33321
(954)361-3621

SURVEYOR:

ATLANTIC COAST SURVEY, INC.
6129 STIRLING RD SUITE 2
DAVIE, FL 33314
(954)587-2100

DEVELOPER:

EAST COAST REALTY



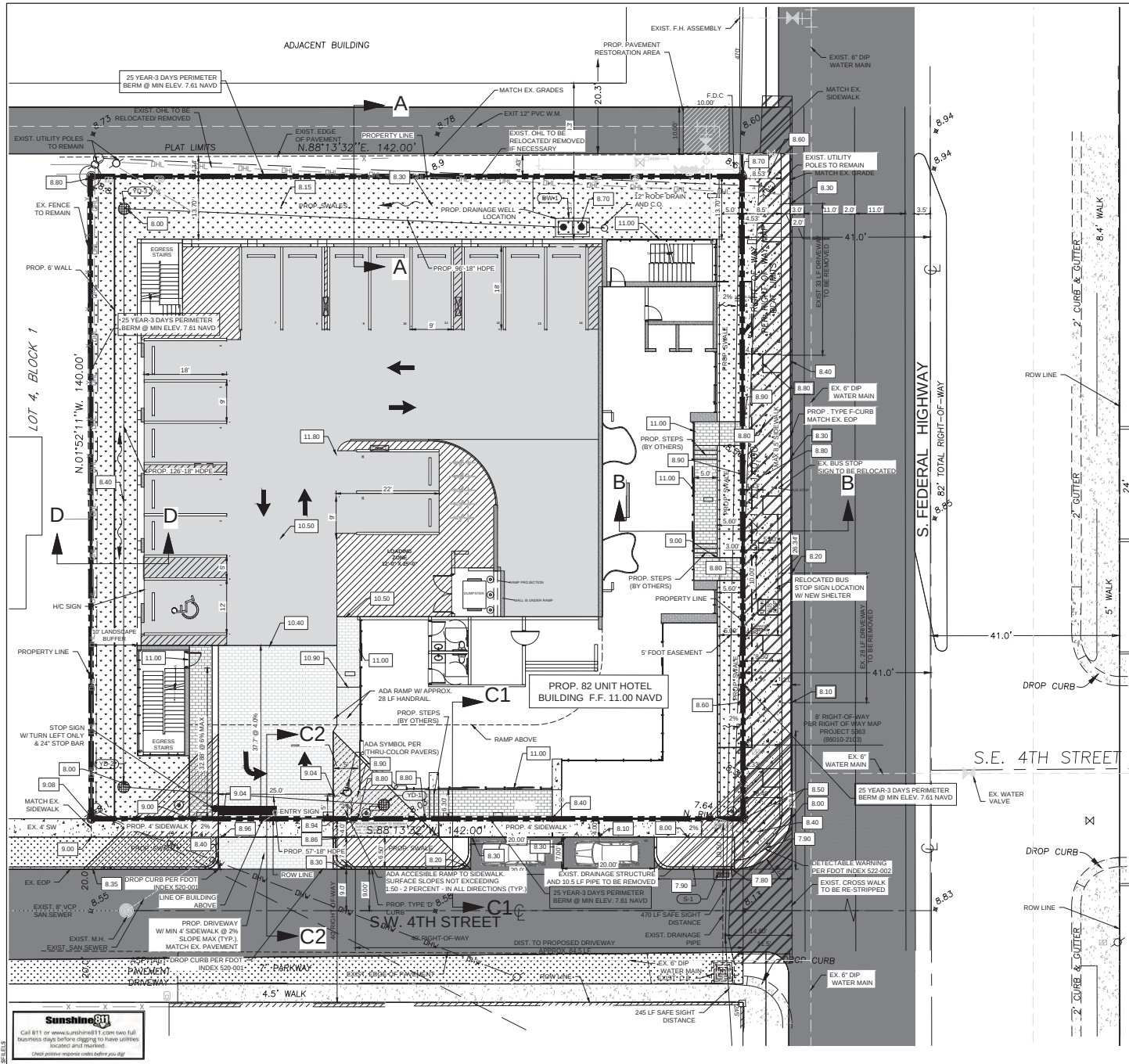
HSQ GROUP, LLC
Engineers · Planners · Surveyors
1001 Yamato Road, Suite 105
Boca Raton, Florida 33431 · 561.392.0221
CA26258 · LB7924

ENGINEER'S CERTIFICATION
THESE PLANS WERE PREPARED UNDER MY DIRECTION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF COMPLY WITH THE INTENT OF THE MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION AND MAINTENANCE FOR STREETS AND HIGHWAYS AS ADOPTED BY THE STATE OF FLORIDA LEGISLATURE, CHAPTER 72-328 F.S.



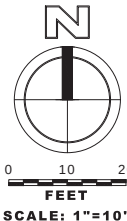
Sunshine811
Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.
Check positive response codes before you dig.

Zachary D Todd
Digitally signed by Zachary D Todd
DN: cn=Zachary D Todd, o=Unaffiliated, email=Zachary.D.Todd@atlanticcoastsurvey.com, c=US
Date: 2023.05.21 09:44:35 -0400



LEGEND

- PROPOSED LIGHTING
 - PROPOSED ADA STALL
 - PROPOSED CONCRETE SIDEWALK
 - PROPOSED PAVEMENT RESTORATION
 - PROPOSED ASPHALT PAVEMENT
 - 30'X30' SIGHT TRIANGLE
 - FLOW DIRECTION
 - PROPOSED GRADE
 - EXISTING GRADE
 - SEWER / DRAINAGE MANHOLE
 - DRAINAGE INLET
 - YARD DRAIN BASIN
 - DOUBLE SEWER SERVICE
 - SINGLE SEWER SERVICE
 - FIRE HYDRANT ASSEMBLY
 - TAPPING SLEEVE & VALVE
 - DOUBLE WATER METER
 - SINGLE WATER METER
 - GATE VALVE
 - EXISTING VALVE
 - EXISTING FIRE HYDRANT ASSEMBLY
 - BACTERIOLOGICAL SAMPLING POINT
 - PROPOSED TYPE P6 STORM CURB INLET
 - R.C.P. REINFORCED CONCRETE PIPE
 - PIPE CONFLICT BOX
 - INV TOP PIPE TOP OF BOTTOM PIPE
 - D=DRAINAGE
 - W=WATER
 - S=SEWER
 - FM=FORCE MAIN
 - CN=CONDUIT
- H.D.P.E. HIGH DENSITY POLYETHYLENE PIPE
C.A.P. CORRUGATED ALUMINUM PIPE
W.M. WATER MAIN
G.V. GATE VALVE
F.H. FIRE HYDRANT
R.E. RIM ELEVATION
I.E. INVERT ELEVATION
E.O.P. EDGE OF PAVEMENT
P.R.B. POLLUTION RETARDANT BAFFLE
D.W.E. DESIGN WATER ELEVATION
- PROPOSED PLANTERS (SEE LANDSCAPE PLAN)
TREE TO REMAIN (SEE LANDSCAPE PLAN)



GENERAL NOTES:
FINISHED FLOOR ELEVATION IS SET BASED ON BROWARD COUNTY FUTURE CONDITIONS 100 YR FLOOD MAP 2060. SITE IS LOCATED WITHIN FEMA FLOOD ZONE 'X'.
ALL CONCEPTUAL DESIGN AND GRADE ELEVATIONS (BASED ON NAVD DATUM) ARE SUBJECT TO CHANGE.
SITE NOTES & REMARKS:
THE USE OF 4" STEPS WILL BE NECESSARY TO MAINTAIN PEDESTRIAN ACCESS INTO PROPOSED THE BUILDING (2-FT BELOW FF) INCL. EGRESS STAIRS AREAS. PER A.D.A REQUIREMENTS, ACCESS SIDEWALK SLOPE ARE TYPICALLY NO HIGHER THAN 2%.
SITE TO BE CLEAR OF ALL OVERHEAD ELECTRICAL WIRING. THIS MAY INCLUDE RELOCATION OF ADJACENT ELECTRIC POLES.

DRAINAGE INLET SCHEDULE

- S-1 TYPE 'D' INLET
W/ U.S.F 4155-6210
FRAME AND GRATE
R.E: 7.80
I.E: TO BE FIELD LOCATED (S)
- YD-1 18" ROUND YARD DRAIN
R.E: 8.50
I.E: 2.57 W
- YD-2 18" ROUND YARD DRAIN
R.E: 8.00
I.E: 2.45 N.E
- YD-3 18" ROUND YARD DRAIN
R.E: 8.00
I.E: 2.20 W
- DW-1 DRAINAGE WELL
R.E: 8.70
I.E: 2.00 E.W

HSQ GROUP, LLC
Engineers - Planners - Surveyors
3001 Yvonne Road, Suite 200
Boca Raton, FL 33433
C26258 - 1.87.12.4

380 S. FEDERAL HWY. DANIA BEACH

PAVING AND DRAINAGE PLAN

DATE:	01/15
DESIGNED BY:	RM
DRAWN BY:	SE
CHECKED BY:	ZT

DATE: 01/15/2024
ZACHARY TODD, P.E.
FLORIDA REGISTRATION NO. - 64179

PROJECT:	2201-07
SHEET:	PD-1

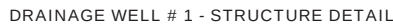
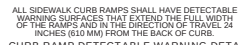


1. PROVIDE 1/8" CONSTRUCTION JOINTS AT 5' O/C, MINIMUM DEPTH 1/2".
2. PROVIDE 1/2" EXPANSION JOINTS WITH NON-RISING FILLER AT 20' O/C, TO RUN FULL DEPTH OF SLAB.
3. CONCRETE TO BE 3,000 P.S.I. IN 28 DAYS.
4. CURE ALL CONCRETE WITH CLEAN SAND, PLASTIC MEMBRANE, OR OTHER APPROVED METHOD.

CONCRETE SIDEWALK DETAILS
N.T.S.



N.T.S. - PER F.D.O.T. INDEX 300



N.T.S.



N.T.S.



NOTES:

1. METALLIC WARNING TAPES SHALL BE INSTALLED 24" BELOW FINISH GRADE ABOVE MAIN. (SEE SPECIFICATION 2320 SECTION 3.6 FOR MARKING TYPE)
2. UNLESS OTHERWISE SPECIFIED SELECTED MATERIAL SHALL BE FREE OF STONES LARGER THAN 3/8" DIA.
3. REPLACE ALL LANE MARKINGS AND REFLECTIVE MARKERS.

TYPICAL TRENCH AND PAVEMENT RESTORATION FOR TRANSVERSE CROSSING

PAVEMENT NOTES

1. THE PAVEMENT SURFACE SHALL BE TYPE 3 ASPHALTIC CONCRETE. THE SURFACE SHALL BE 1-1/2 INCHES THICK, APPLIED IN TWO (2) SEPARATE LIFTS OF 3/4 INCH EACH. A TOP COAT SHALL BE APPLIED BETWEEN BOTH PAVING COURSES. ASPHALT MUST BE APPLIED 90°F + 30.
2. THE CRUSHED BASE SHALL BE FREE OF ANY ORGANIC MATERIALS. TYPE 6 1/2" THICK LIMEROCK BASE SHALL BE USED IN THE PRIVATE PARKING STALLS. SHALL HAVE A MINIMUM LIMEROCK BEARING RATIO (B.R.) VALUE OF 100. THE LIMEROCK MATERIAL SHALL BE COMPACTED TO A DENSITY EQUAL TO OR GREATER THAN THAT OF THE UNDERLYING SUBGRADE. THE LIMEROCK MATERIAL SHALL BE 8" OR 6" ROCK SIZE CAN BE SUBSTITUTED WITH # 8 OR 6" CRUSHED CONCRETE. THE CRUSHED CONCRETE BASE MUST BE FREE OF ANY ORGANIC MATERIALS AND OF CONSISTENT SIZE WITH NO AGGREGATES LARGER THAN 2 IN SIZE.
3. THE MATERIAL SHOULD BE MOVED TO THE WORK AREA (LBR) OF 100. MATERIAL SHALL BE COMPACTED TO A DENSITY EQUAL TO OR GREATER THAN 98% OF THE MAXIMUM DRY DENSITY PER A.S.H.T.O. & T-180 SPECIFICATIONS.

THE CRUSHED CONCRETE GRADATION MUST MEET THE FOLLOWING REQUIREMENTS:

U.S. SIEVE SIZE	PERCENT PASSING
-----------------	-----------------

2"	100%
1 1/4"	95-100
3/4"	70-95
3/8"	50-80
No. 4	40-65
No.10	30-50
No.50	10-25
No. 200	<10

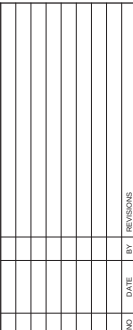
4. THE SUBGRADE SHALL BE 12 INCHES THICK. THE SUBGRADE MATERIAL SHALL HAVE A MINIMUM LIMEROCK BEARING RATIO (L.B.R.) VALUE OF 40. THE SUBGRADE MATERIAL SHALL BE COMPACTED TO A MINIMUM OF 95% TO 100% OF THE MAXIMUM DRY WEIGHT OF THE MATERIAL. THE SUBGRADE SHALL BE TESTED TO THE FOLLOWING SPECIFICATIONS:
5. THE SUBGRADE AND SUBGRADE COURSES SHALL NOT BE CONSTRUCTED UNTIL ALL UTILITY INSTALLATIONS UNDER PAVEMENT AREAS ARE COMPLETED. ANY PAVEMENT CONSTRUCTION PRIOR TO THIS REQUIREMENT SHALL BE CONDUCTED AT THE CONTRACTOR'S OWN RISK AND ANY DAMAGE TO UTILITIES WILL BE THE CONTRACTOR'S SOLE RESPONSIBILITY.
6. THE PRIME AND TACK COATS SHALL CONFORM TO THE FLORIDA DEPARTMENT OF TRANSPORTATION (SECTIONS 300.1-200 TO 300.3-300). THE PRIME COAT SHALL BE APPLIED AT A RATE OF 0.10 TO 0.15 GALLONS PER SQUARE YARD.
7. PERIODIC DENSITY TESTING SHALL BE CONDUCTED FOR BOTH SUBGRADE AND LIMEROCK BASE TO THE MINIMUM ALLOWED. THE TESTING SHALL BE CONDUCTED BY THE ENGINEER OR THE ENGINEER-OF-RECORD OR GOVERNMENT INSPECTOR. THE MINIMUM AMOUNT OF TESTING SHALL BE BASED ON ONE (1) DENSITY TEST PER 5,000 SQUARE FEET OF PAVEMENT.
8. THE FIRST LIFT OF THE ASPHALT SHALL BE 4 INCHES THICK. THE FIRST LIFT SHALL BE LIFT UP OF CURB AND/or SIDEWALK (IF APPLICABLE). THE SECOND (FINAL) LIFT SHALL EXTEND 14 INCH UP TO THE CURB AND/or SIDEWALK. THE THICKNESS OF THE ASPHALT LIFT SHALL BE DETERMINED BY EITHER THE CLIENT, ENGINEER-OF-RECORD AND/OR GOVERNMENT AGENCY DETERMINES THAT SUBSTANTIAL PROJECT CONSTRUCTION HAS BEEN COMPLETED.
9. THE ASPHALT PAVING SHALL BE CONDUCTED IN A MANNER THAT THE RIGHT-OF-WAY AND PAVEMENT AREAS ARE TO BE REMOVED TO THEIR FULL DEPTH AND REPLACED WITH APPROVED SUITABLE MATERIAL. THERE IS AN ALTERNATIVE METHOD OF CONSTRUCTION THAT IS NOT CREDITED TO THE CONTRACTOR. THE ENGINEER, THE ENGINEER-OF-RECORD AND/OR GOVERNMENT AGENCY SHALL BE BASED ON F.O.D.T. STANDARDS.
10. ALL PAVEMENT JOINT CONNECTIONS AND REPAIRS SHALL HAVE A STRAIGHT SASH CUT-JOINT PRIOR TO APPLYING NEW ASPHALT.
11. ONCE FINAL LIFT OF ASPHALT IS COMPLETED, ALL PERMANENT CONTROL JOINTS, REFERENCE MARKERS, AND ALL OTHER PAVING MARKS SHALL BE ADJUSTED TO THE FINAL PAVING.
12. FINAL ASPHALT MUST BE ROLLED AND COMPACTED TO A SMOOTH SURFACE. NO LOOSE ASPHALT SHALL REMAIN ON PAVEMENT SURFACE.
13. ROCK AS-BUILT MUST BE REVIEWED AND APPROVED BY ENGINEER AND CITY PRIOR TO PAVING.

DRAINAGE NOTES

1. HDPE DRAINAGE PIPE (ADS N-12 ST 1B), 12"-60", MUST MEET AASHTO M294, TYPE S OR ASTM F2306.
2. DRAINAGE CONCRETE STRUCTURES SHOULD BE AMDE WITH REBAR-GRADE 60, WELDED WIRE MESH GRADE 65 KSI, MONOLITHIC BASE POUR, 4,000 PSI @ 28 DAYS, 8" THICK WALLS.
3. MANHOLE PAINT: KOPPER 300. FIRST COAT RED, 24 HRS LATER FINAL COAT BLACK.

BACKFILLING NOTES

1. EXISTING CANAL EMBANKMENT FILLS REQUIREMENTS
ALL EXISTING ORGANIC MATERIAL MUST BE REMOVED FROM CANAL/DITCHES BEFORE BACKFILLING. THE DETERMINATION FOR ORGANIC AND UNSUITABLE MATERIAL SHALL BE BASED UPON TOP SOIL STANDARDS AND VERIFIED BY THE GEOTECHNICAL ENGINEER.
2. SELECT (S) MATERIALS MEETING AASHTO M 145 STANDARDS A-1, A-2, A-2.4 MUST BE USED WHERE PAVEMENT OR STRUCTURAL ELEMENTS ARE PROPOSED ABOVE THE FILL AREA TO THE SUB BASE. THE MATERIAL MUST BE COMPACTED TO 96% OF THE MAXIMUM DRY DENSITY OF AASHTO M 145. ALL WATER TABLE A-1 WATER TABLE MATERIAL MUST PASS A 2" SIEVE SIZE. FILLING MUST MEET TOP INDEX OF 55.
3. WHERE FILLING IS BELOW PROPOSED GREEN AREAS THAT DO NOT HAVE PROPOSED STRUCTURAL REQUIREMENTS SELECT MATERIALS (S) OR PLASTIC MATERIAL (P) MAY BE USED ABOVE THE WATER TABLE TO 2'4" FROM THE FINAL SURFACE. EROSION CONTROL OR ORGANIC MATERIAL MAY BE USED TO FILL THE SURFACE FOR LANDSCAPE MATERIAL. ALL MATERIAL MUST PASS A 2" SIEVE SIZE



380 S. FEDERAL HWY. DANIA BEACH

PAVING AND DRAINAGE DETAILS

DATE: 01/15

DESIGNED BY: RM

DRAWN BY: SE

CHECKED BY: ZT



DATE: 01/15/2024

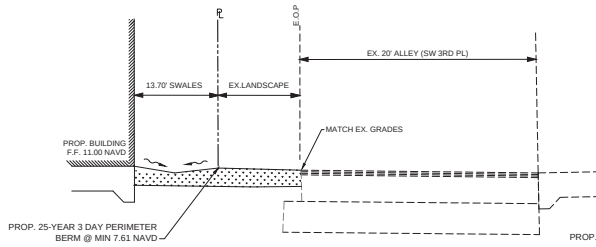
ZACHARY TODD, P.E.
FLORIDA REGISTRATION NO. - 84179

PROJECT: 2201-07

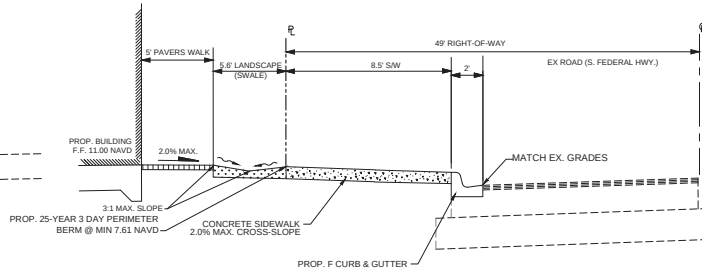
2201-01

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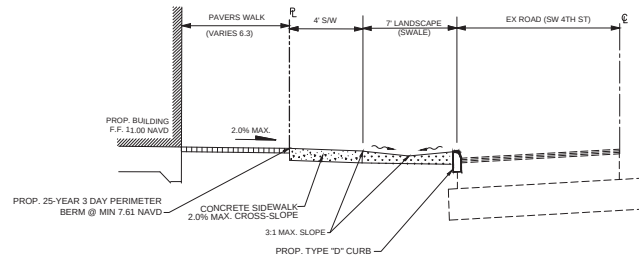
Check positive response codes before you dig!



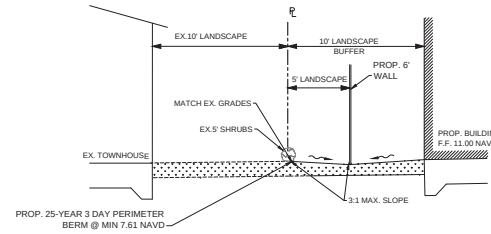
S.W. 3RD PL-SECTION A-A
N.T.S.



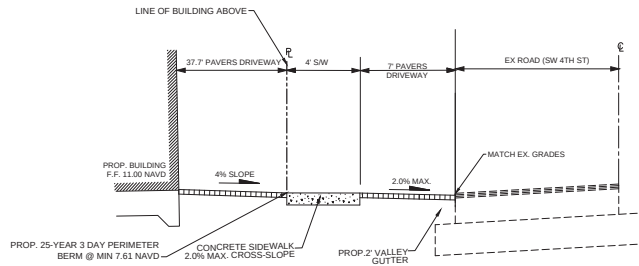
S. FEDERAL HWY. SECTION B-B
N.T.S.



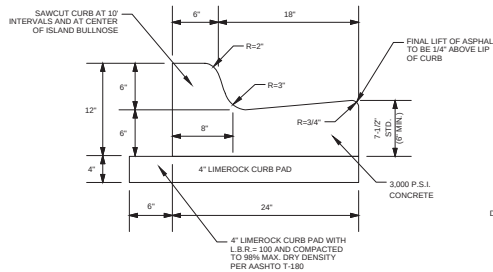
S.W. 4TH STREET- SECTION C1-C1
N.T.S.



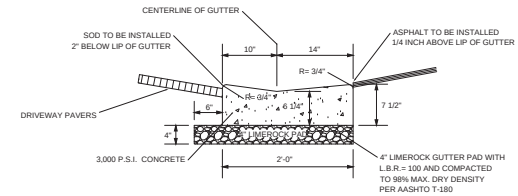
SECTION D-D
N.T.S.



S.W. 4TH STREET- SECTION C2-C2
N.T.S.



TYPE "F" CURB & GUTTER DETAIL
N.T.S. - PER F.D.O.T. INDEX 300



CONCRETE VALLEY GUTTER DETAIL
N.T.S. - PER F.D.O.T. INDEX 300



380 S. FEDERAL HWY. DANIA BEACH
PAVING AND DRAINAGE DETAILS

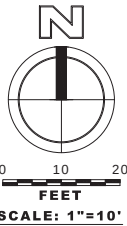
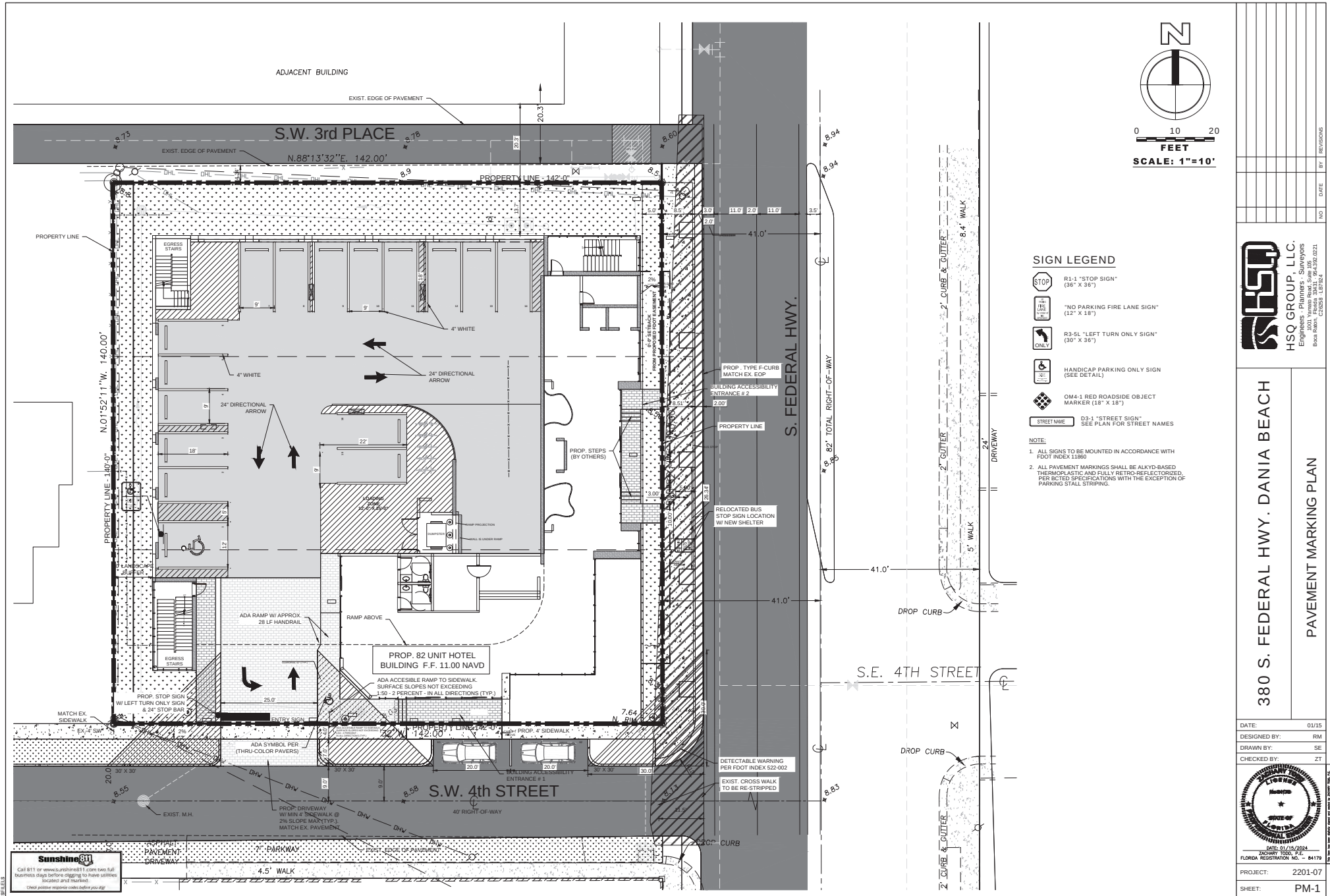
DATE: 02/15
DESIGNED BY: RM
DRAWN BY: SE
CHECKED BY: ZT



DATE: 02/15/2024
ZACHARY TODD, P.E.
FLORIDA REGISTRATION NO. - 12812
PROJECT: 2201-07
SHEET: PD-3



Call 811 or www.sunshine11.com two full business days before digging to have utilities located and marked.
(Check positive response codes before you dig)



SIGN LEGEND

- R1-1 "STOP SIGN" (36" X 36")
- "NO PARKING FIRE LANE SIGN" (12" X 18")
- R3-5L "LEFT TURN ONLY SIGN" (30" X 36")
- HANDICAP PARKING ONLY SIGN (SEE DETAIL)
- OM4-1 RED ROADSIDE OBJECT MARKER (18" X 18")
- D3-1 "STREET SIGN" SEE PLAN FOR STREET NAMES

- NOTE:
- ALL SIGNS TO BE MOUNTED IN ACCORDANCE WITH FOOT INDEX 11860
 - ALL PAVEMENT MARKINGS SHALL BE ALKYD-BASED THERMOPLASTIC AND FULLY RETRO-REFLECTORIZED, PER ICTED SPECIFICATIONS WITH THE EXCEPTION OF PARKING STALL STRIPING.

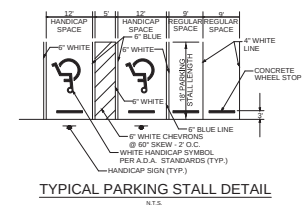
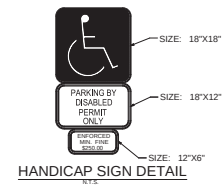
HSD
HSQ GROUP, LLC
Engineers - Planners - Surveyors
3001 Yvonne Road, Suite 200
Boca Raton, FL 33433
C28258 LBT24

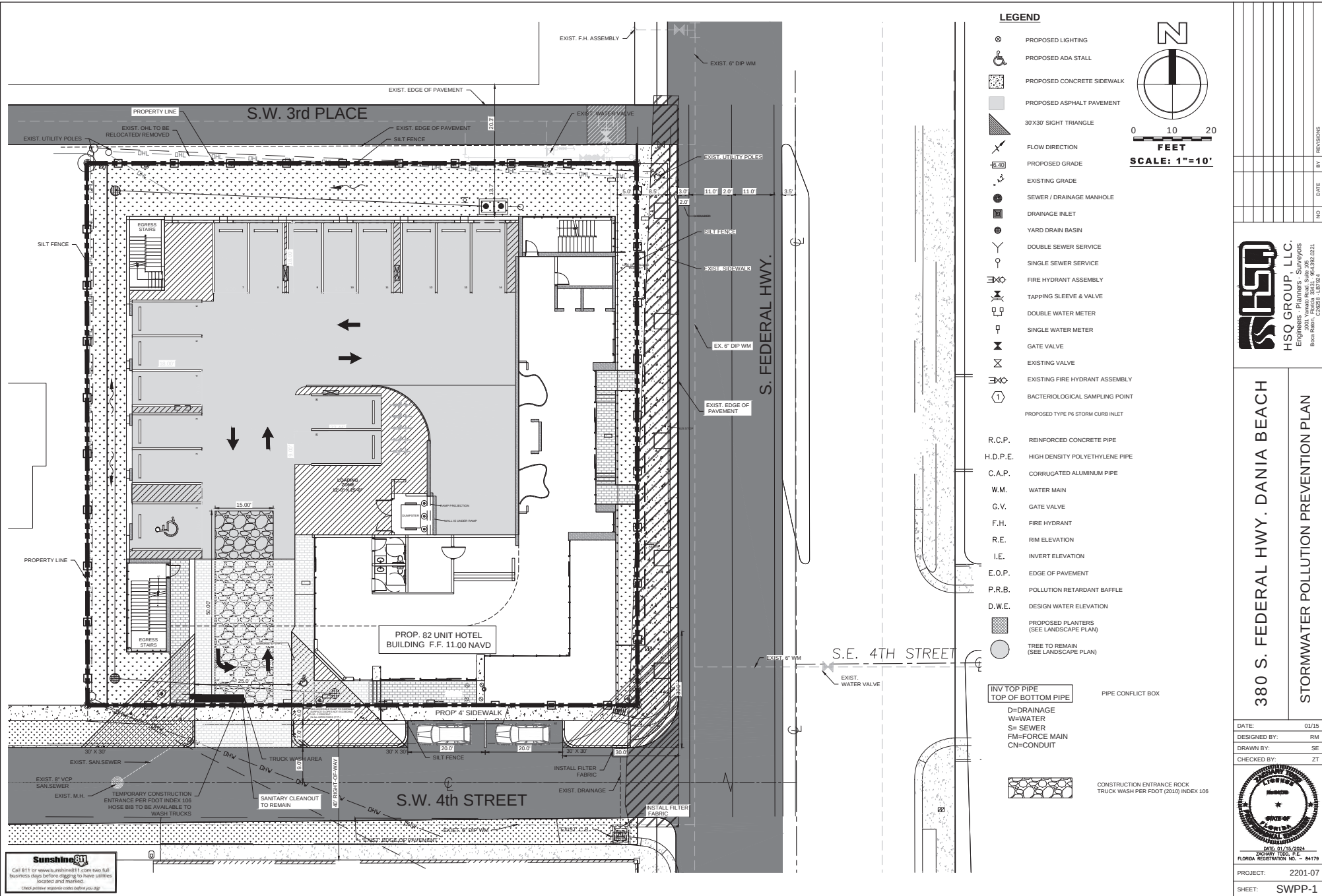
380 S. FEDERAL HWY. DANIA BEACH

PAVEMENT MARKING PLAN

DATE:	01/15
DESIGNED BY:	RM
DRAWN BY:	SE
CHECKED BY:	ZT
PROJECT:	2201-07
SHEET:	PM-1

DATE: 01/15/2024
ZACHARY TODD, P.E.
FLORIDA REGISTRATION NO. 12479



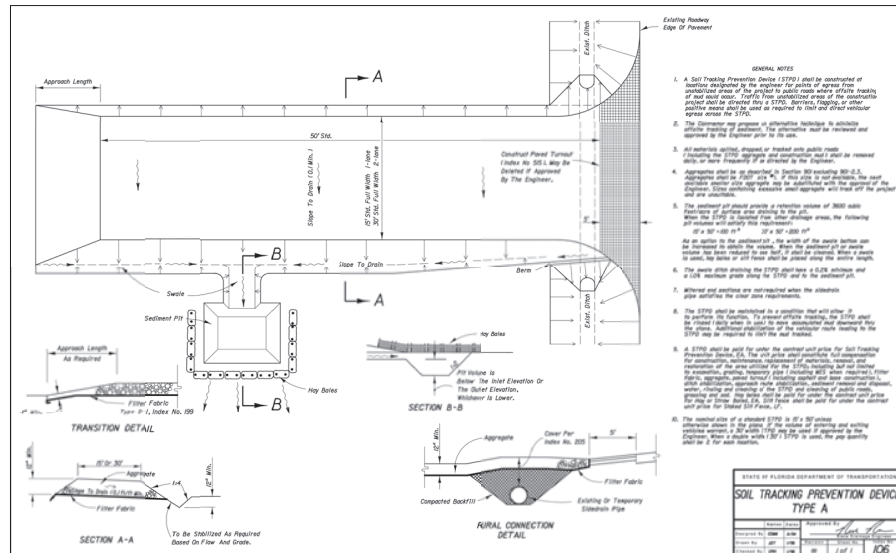




1. ALL EROSION AND TURBIDITY CONTROL DEVICES AND TEMPORARY BARRIERS SHALL BE INSTALLED WITHIN THE LIMITS OF THE CONSTRUCTION AREA PRIOR TO ANY CONSTRUCTION ACTIVITIES COMMENCING.
2. A TEMPORARY BARRIER SHALL BE INSTALLED AROUND ALL WETLAND AND/OR NATURAL OBSTRUCTIONS PRIOR TO ANY CONSTRUCTION ACTIVITIES COMMENCING. NO CONSTRUCTION VEHICLES SHALL ENCROUGH WITHIN THESE AREAS.
3. CONTRACTOR SHALL HAVE ALL EXISTING UNDERGROUND UTILITIES LOCATED BY APPROPRIATE AGENCIES PRIOR TO INSTALLATION OF ANY EROSION AND TURBIDITY CONTROL DEVICES AND BARRIERS.
4. DURING CONSTRUCTION ACTIVITIES, EXISTING PERMETER NATURAL VEGETATION SHALL REMAIN IN ORDER TO ACT AS A BUFFER BETWEEN ADJACENT PROPERTIES, AND TO MINIMIZE NUISANCE DUST, NOISE, AND AIR POLLUTION.
5. PRACTICES SUCH AS SEEDING, MULCHING AND WETTING WHICH MINIMIZE AIRBORNE DUST AND PARTICULATE EMISSIONS GENERATED DURING CONSTRUCTION ACTIVITIES SHALL BE USED AS DIRECTED BY THE ENGINEER-OF-RECORD AND/OR APPLICABLE GOVERNMENTAL AGENCIES.
6. ALL AREAS DISTURBED DURING CONSTRUCTION ACTIVITIES, WHICH ARE NOT GOING TO BE PAVED OR LANDSCAPED, SHALL BE SEEDED AND MULCHED.



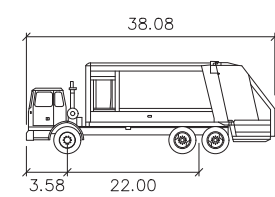
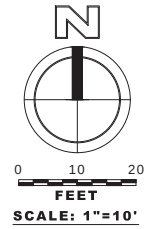
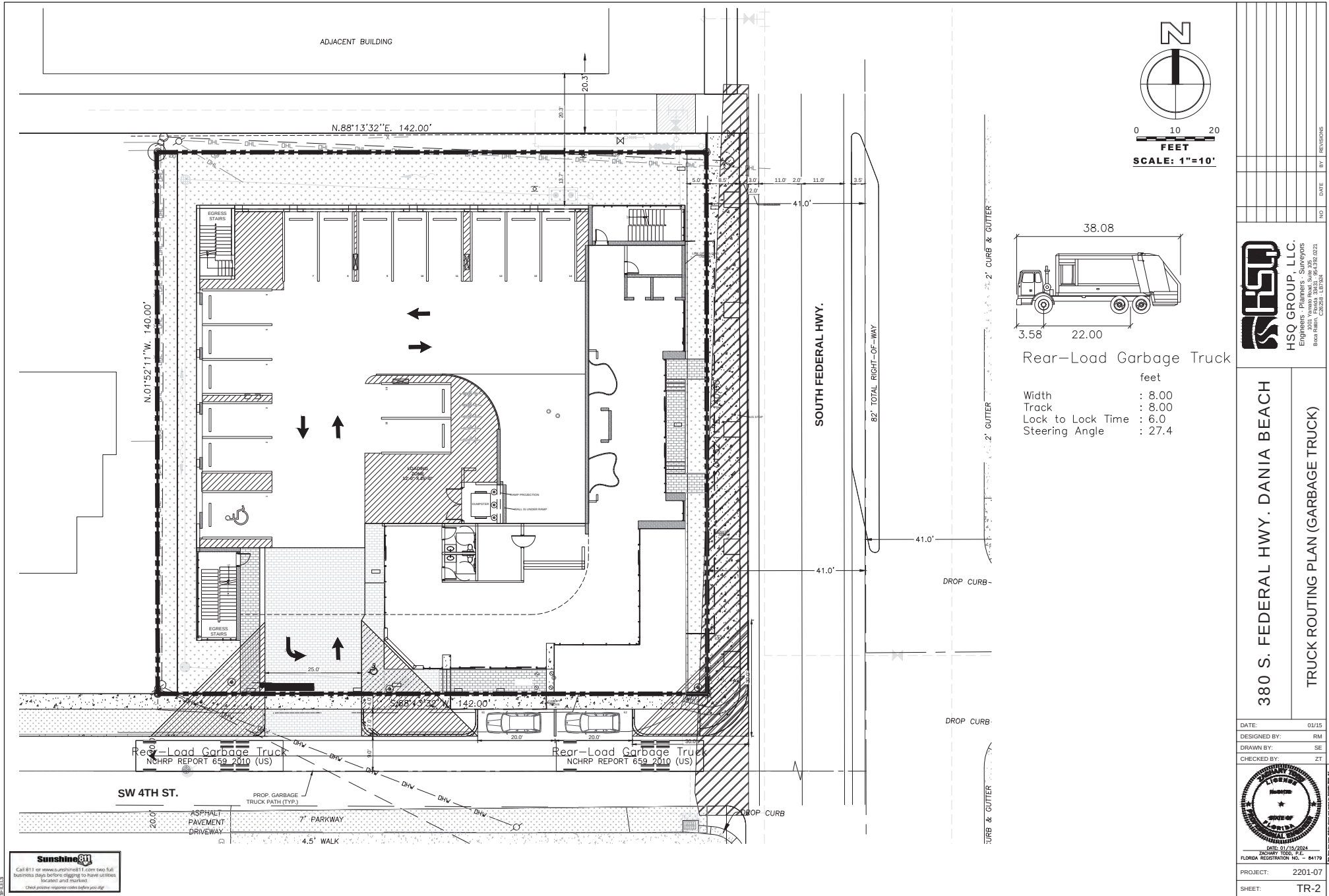
2. THE HEIGHT OF THE S/LT FENCE SHALL BE INSTALLED AT A MINIMUM OF 24 INCHES BUT SHALL NOT EXCEED 36 INCHES.
3. THE FILTER FABRIC MATERIAL SHALL BE PURCHASED IN A CONTINUOUS ROLL IN ORDER TO BE ABLE TO CLUT THE ENTIRE REQUIRED LENGTH IN ONE PIECE AND AVOID THE USE OF JOINTS.
4. WHEN STANDARD STRENGTH FILTER FABRIC MATERIAL IS USED, A WELDED WIRE MESH SHALL BE FASTENED SECURELY TO THE SLOPE SIDE OF THE FENCE POSTS BY USING EITHER HEAVY DUTY WIRE STAPLES AT LEAST 1 INCH LONG, THE WIRES OR HOG RINGS. THE WIRE SHALL EXTEND INTO THE TRENCH A MINIMUM OF 2 INCHES AND SHALL NOT EXTEND INTO THE TRENCH ABOVE THE ORIGINAL GROUND SURFACE.
5. THE FILTER FABRIC MATERIAL SHALL BE EITHER STAPLED OR WIRED TO THE FENCE POSTS AND 12 INCHES OF THE FABRIC SHALL BE EXTENDED AT THE BOTTOM INTO THE TRENCH. THE FABRIC SHALL NOT EXTEND MORE THAN 36 INCHES ABOVE THE GROUND SURFACE.
6. A 6"X6" TRENCH SHALL BE CONSTRUCTED ALONG THE BOTTOM OF THE ENTIRE LINE OF FENCE POSTS AND SLOPE FROM THE BARRIER IN ORDER TO BURY THE BOTTOM ENDS OF THE FILTER FABRIC. ABOVE THE TRENCH SHALL BE BACK FILLED WITH THE SOIL COMPACTED OVER THE FILTER FABRIC.
7. THE FENCE POSTS SHALL BE INSTALLED AT A MAXIMUM OF 10 FEET APART AND DRIVEN SECURELY INTO THE GROUND FOR A MINIMUM OF 12 INCHES WHEN THE FILTER FABRIC IS USED. THE POSTS SHALL BE SPACED AT A MAXIMUM OF 6 FEET APART.
8. WHEN INSTALLING TWO S/LT FENCES ALONG THE PERIMETER, PLACE THE POSTS OF THE SECOND FENCE INSIDE THE POSTS OF THE FIRST FENCE. ROTATE BOTH FENCE POSTS AT 90 DEGREES TO EACH OTHER TO OBTAIN A TIGHT SEAL. FOLLOW ALL OTHER STANDARD INSTALLATION REQUIREMENTS.



THE PROPER APPLICATION RATES OF ALL FERTILIZERS, HERBICIDES AND PESTICIDES USED AT THE CONSTRUCTION SITE:	NO FERTILIZERS, HERBICIDES, AND/OR PESTICIDES TO BE USED DURING THE CONSTRUCTION OPERATIONS.
THE STORAGE, APPLICATION, GENERATION AND MIGRATION OF ALL TOXIC SUBSTANCES:	NO TOXIC SUBSTANCES WILL BE STORED ON THE PROJECT SITE DURING THE CONSTRUCTION OPERATIONS.
WASTE DISPOSAL, THIS MAY INCLUDE CONSTRUCTION DEBRIS, CHEMICALS, LITTER, AND SANITARY WASTES:	TEMPORARY WASTE DISPOSAL SERVICES, INCLUDING SANITARY WASTES, WILL BE PROVIDED BY LOCAL SERVICE COMPANY.
OFFSITE VEHICLE TRACKING FROM CONSTRUCTION ENTRANCES /EXITS:	CONSTRUCT TEMPORARY ENTRANCE THROUGH SW. 4TH STREET USING THE SOIL TRACKING PREVENTION DEVICE PER THE FLORIDA EROSION CONTROL MANUAL.
OTHER:	N/A

INSPECTIONS. DESCRIBE THE INSPECTION AND INSPECTION DOCUMENTATION PROCEDURES, AS REQUIRED BY PART V.D.4. OF THE PERMIT. INSPECTIONS MUST OCCUR AT LEAST ONCE A WEEK AND WITHIN 24 HOURS OF THE END OF A STORM EVENT THAT IS 0.50 INCHES OR GREATER (SEE ATTACHED FORM).	
1. PROJECT/DEVELOPER SUPERINTENDENT WILL CONDUCT DAILY INSPECTIONS. 2. SITE CIVIL INSPECTOR WILL CONDUCT WEEKLY INSPECTIONS. 3. INSPECTION REPORTS WILL BE MAINTAINED ON-SITE BY PROJECT/DEVELOPER SUPERINTENDENT.	
DESCRIBE AND DESCRIBE ALL SOURCES OF NON-STORMWATER DISCHARGES AS ALLOWED IN PART IV.A.3. OF PERMIT. FLOWS FROM FIGHTING ACTIVITIES DO NOT HAVE TO BE LISTED OR DESCRIBED. NONE	
DESCRIBE ALL SEDIMENT BASINS TO BE IMPLEMENTED FOR AREAS THAT WILL DISTURB 10 OR MORE ACRES AT ONE TIME. THE SEDIMENT BASIN (OR EQUIVALENT ALTERNATIVE) SHOULD BE ABLE TO PROVIDE 3.600 CUBIC FEET OF STORAGE FOR EACH ACRE DRAINED. TEMPORARY SEDIMENT BASINS (OR AN EQUIVALENT ALTERNATIVE) ARE RECOMMENDED FOR DRAINAGE AREAS UNDER 10 ACRES. 1. TEMPORARY SEDIMENT BASINS WILL BE CONSTRUCTED AS REQUIRED WITHIN THE SITE DURING UNDERGROUND UTILITY INSTALLATION OPERATIONS. (ONLY IF NEEDED)	
DESCRIBE ALL PERMANENT STORMWATER MANAGEMENT CONTROLS SUCH AS, BUT NOT LIMITED TO, DETENTION OR RETENTION SYSTEMS OR VEGETATED SWALES THAT WILL BE INSTALLED DURING THE CONSTRUCTION PROCESS. A PERMANENT PERIMETER BERM AND RETENTION AREA WILL BE CONSTRUCTED WITHIN THE SITE AS PART OF THE PROPOSED STORM WATER MANAGEMENT SYSTEM.	

CONTRACTOR CERTIFICATION STATEMENT			
I CERTIFY UNDER PENALTY OF LAW THAT I UNDERSTAND, AND SHALL COMPLY WITH, THE TERMS AND CONDITIONS OF THE STATE OF FLORIDA GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES AND THIS STORMWATER POLLUTION PREVENTION PLAN PREPARED THEREUNDER.			
NAME / TITLE	SIGNATURE	COMPANY NAME ADDRESS & PHONE NUMBER	DATE

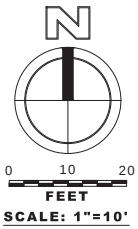
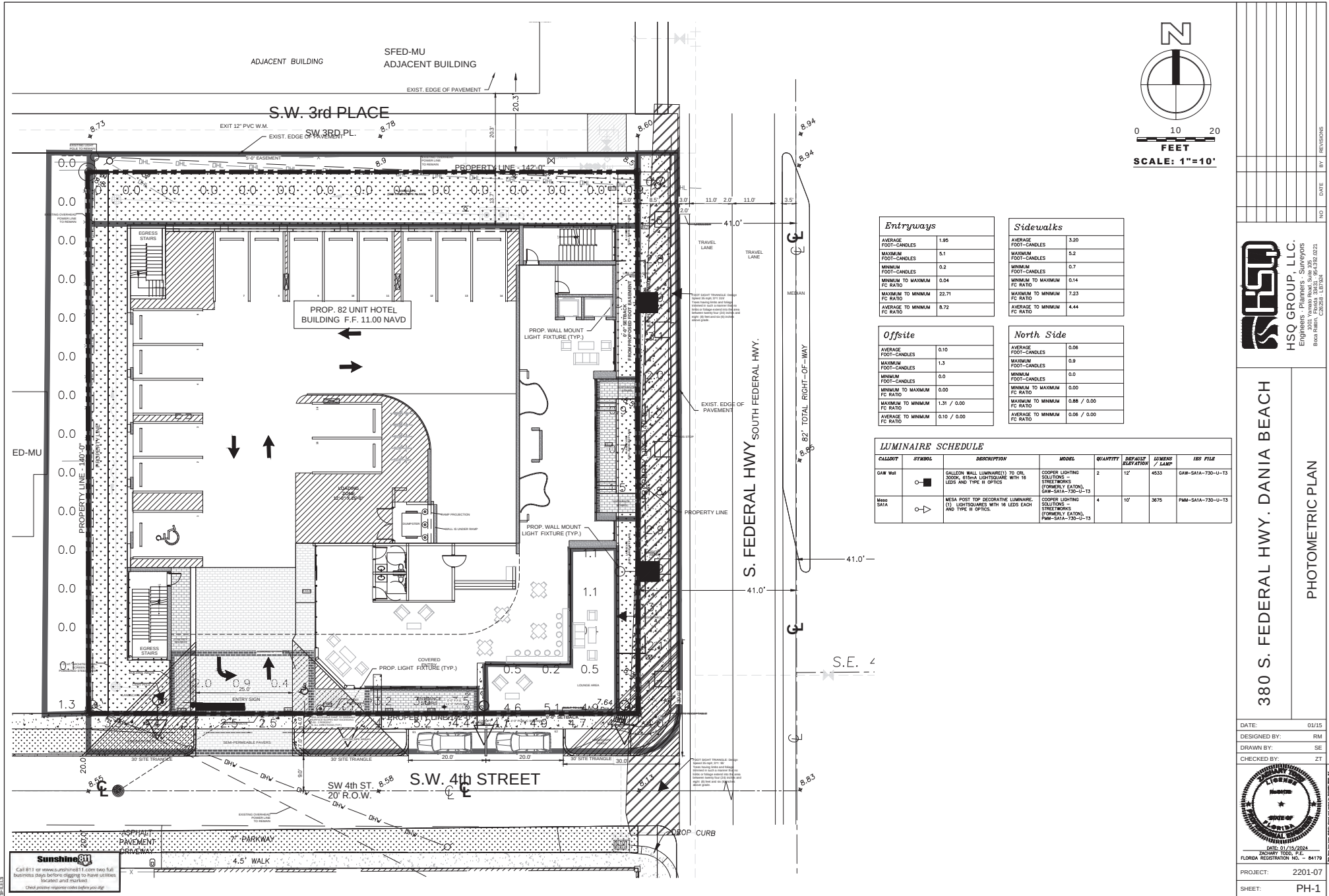


Rear-Load Garbage Truck

Width	: 8.00
Track	: 8.00
Lock to Lock Time	: 6.0
Steering Angle	: 27.4

 HSQ GROUP, LLC. 3001 Wynnton Road, Suite 200 Boca Raton, FL 33433 (561) 995-1874	
380 S. FEDERAL HWY. DANIA BEACH	
TRUCK ROUTING PLAN (GARBAGE TRUCK)	
DATE:	01/15
DESIGNED BY:	RM
DRAWN BY:	SE
CHECKED BY:	ZT
	
PROJECT:	2201-07
SHEET:	TR-2

Sunshine
 Call 813 or www.sunshine11.com two full business days before digging to have utilities located and marked.
 Check positive response codes before you dig!



Entryways	
AVERAGE FOOT-CANDLES	1.95
MAXIMUM FOOT-CANDLES	5.1
MINIMUM FOOT-CANDLES	0.2
MINIMUM TO MAXIMUM FC RATIO	0.04
MAXIMUM TO MINIMUM FC RATIO	22.71
AVERAGE TO MINIMUM FC RATIO	8.72

Sidewalks	
AVERAGE FOOT-CANDLES	3.20
MAXIMUM FOOT-CANDLES	5.2
MINIMUM FOOT-CANDLES	0.7
MINIMUM TO MAXIMUM FC RATIO	0.14
MAXIMUM TO MINIMUM FC RATIO	7.23
AVERAGE TO MINIMUM FC RATIO	4.44

Offsite	
AVERAGE FOOT-CANDLES	0.10
MAXIMUM FOOT-CANDLES	1.3
MINIMUM FOOT-CANDLES	0.0
MINIMUM TO MAXIMUM FC RATIO	0.00
MAXIMUM TO MINIMUM FC RATIO	1.31 / 0.00
AVERAGE TO MINIMUM FC RATIO	0.10 / 0.00

North Side	
AVERAGE FOOT-CANDLES	0.06
MAXIMUM FOOT-CANDLES	0.9
MINIMUM FOOT-CANDLES	0.0
MINIMUM TO MAXIMUM FC RATIO	0.00
MAXIMUM TO MINIMUM FC RATIO	0.88 / 0.00
AVERAGE TO MINIMUM FC RATIO	0.06 / 0.00

LUMINAIRE SCHEDULE							
CALLOUT	SYMBOL	DESCRIPTION	MODEL	QUANTITY	DEFAULT ELEVATION	LUMENS / LAMP	LED FILE
GAW WALL		GALLON WALL LUMINAIRE (1) TO ORL 3000K, 8700K LIGHTS WITH 16 LEDS AND TYPE II OPTICS	COOPER LIGHTING SOLUTIONS - (FORMERLY EATON), GAW-SATA-730-U-13	2	12'	4533	GAW-SATA-730-U-13
Mesa SIDA		MESA POST TOP DECORATIVE LUMINAIRE (1) LIGHTSQUARES WITH 16 LEDS EACH AND TYPE II OPTICS	COOPER LIGHTING SOLUTIONS - STREETWORKS (FORMERLY EATON), PMW-SATA-730-U-13	4	10'	3675	PMW-SATA-730-U-13



HSQ GROUP, LLC
Engineers - Planners - Surveyors
3001 Wynnton Road, Suite 205
Dania Beach, FL 33311
Phone: (954) 251-1874

380 S. FEDERAL HWY. DANIA BEACH

PHOTOMETRIC PLAN

DATE: 01/15

DESIGNED BY: RM

DRAWN BY: SE

CHECKED BY: ZT



DATE: 01/15/2024
ZACHARY TODD, P.E.
FLORIDA REGISTRATION NO. - 84179

PROJECT: 2201-07

SHEET: PH-1



City of Dania Beach, Florida
Department of Community Development
Planning and Zoning Division
(954) 924-6805 X3643
(954) 922-2687 Fax

Standard Development Application

- ☐ Administrative Variance
- ☐ Land Use Amendment
- ☐ Plat
- ☐ Rezoning
- ☒ Site Plan
- ☐ Special Exception
- ☐ Variance
- ☐ Other: _____

Date Rec'd: _____

Petition No.: _____

(SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)

THIS APPLICATION WILL NOT BE ACCEPTED UNTIL IT IS COMPLETE AND SUBMITTED WITH ALL NECESSARY DOCUMENTS. Refer to the application type at the top of this form and "Required Documentation" checklist to determine the supplemental documents required with each application. For after the fact applications, the responsible contractor of record shall be present at the board hearing. Their failure to attend may impact upon the disposition of your application. As always, the applicant or their authorized legal agent must be present at all meetings. All projects must also obtain a building permit from the City Building Division. For more information please reference the **Dania Beach Land Development Code Part 6, Development Review Procedures and Requirements.**

Location Address: 380 S. Federal Highway

Lot(s): 1,2,3 Block: 1 Subdivision: Dania Heights

Recorded Plat Name: Dania Heights PB 3, Page 22

Folio Number(s): 5142-03-04-0010 Legal Description: Lots 1, 2 and 3, Block 1, Dania Heights PB 3, Page 22

Applicant/Consultant/Legal Representative (circle one) Nectaria M. Chakas- Lochrie & Chakas, PA

Address of Applicant: 1401 E. Broward Blvd., Suite 303, Ft. Lauderdale, FL 33301

Business Telephone: 954-779-1123 Home: NA Fax: 954-779-1117

E-mail address: nchakas@lochrielaw.com

Name of Property Owner: 380 Dania Plaza LLC

Address of Property Owner: 1722 Sheridan Street #374, Hollywood, FL 33020

Business Telephone: 844-866-3865 Home: NA Fax: NA

Explanation of Request: Site Plan Approval

For **Plats** please provide proposed **Plat Name** for **Variances** please attach **Criteria Statement** as per **Section 625.40 of the Land Development Code.**

Prop. Net Acreage: 0.482 Gross Acreage: 0.702 Prop. Square Footage: 21,000 SF

Existing Use: Motel Proposed Use: 90 Room Hotel

Is property owned individually, by a corporation, association, or a joint venture? An LLC

AUTHORIZED REPRESENTATIVE

I/we are fully aware of the request being made to the City of Dania Beach. If I/We are unable to be present, I/we hereby authorize Lochrie & Chakas, P.A. / Nectaria M. Chakas, Esq. (individual/firm) to represent me/us in all matters related to this application. I/we hereby acknowledge that the applicable fee was established to offset administrative costs and is not refundable.

I/we are fully aware that all approvals automatically expire within 12 months of City of Dania Beach Planning and Zoning Board or City Commission approval, or pursuant to the expiration timeframe listed in Part 6 of the Dania Beach Land Development Code.

STATE OF FLORIDA
COUNTY OF BROWARD
The foregoing instrument
Was acknowledged

By: [Signature]
(Owner / Agent signature*)

BEFORE ME THIS 2nd DAY OF FEBRUARY, 2022

By:

JOEL M. LEVY
(Print name of person acknowledging)

(Joint owner signature if applicable)

Notary

(Signature of Notary Public – State of FLORIDA)



Joel M. Levy
Comm.: HH 207085
Expires: Dec. 13, 2025
Notary Public - State of Florida

Personally known ✓ or Produced Identification _____

Type of identification produced: _____ or Drivers License _____

*If joint ownership, both parties must sign. If partnership, corporation or association, an authorized officer must sign on behalf of the group. A notarized letter of authorization from the owner of record must accompany the application if an authorized agent signs for the owner(s).

NO APPLICATION WILL BE AUTOMATICALLY SCHEDULED FOR A MEETING.

***ALL APPLICATIONS MUST BE DETERMINED COMPLETE BY STAFF
BEFORE PROCESSING OCCURS.***



City of Dania Beach, Florida
Department of Community Development
Planning and Zoning Division
(954) 924-6805 X3643
(954) 922-2687 Fax

Standard Development Application

- ☐ Administrative Variance
- ☐ Land Use Amendment
- ☐ Plat
- ☐ Rezoning
- ☐ Site Plan
- ☒ Special Exception
- ☐ Variance
- ☐ Other: _____

Date Rec'd: _____

Petition No.: _____

(SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)

THIS APPLICATION WILL NOT BE ACCEPTED UNTIL IT IS COMPLETE AND SUBMITTED WITH ALL NECESSARY DOCUMENTS. Refer to the application type at the top of this form and "Required Documentation" checklist to determine the supplemental documents required with each application. For after the fact applications, the responsible contractor of record shall be present at the board hearing. Their failure to attend may impact upon the disposition of your application. As always, the applicant or their authorized legal agent must be present at all meetings. All projects must also obtain a building permit from the City Building Division. For more information please reference the **Dania Beach Land Development Code Part 6, Development Review Procedures and Requirements.**

Location Address: 380 S. Federal Highway

Lot(s): 1,2,3 Block: 1 Subdivision: Dania Heights

Recorded Plat Name: Dania Heights PB 3, Page 22

Folio Number(s): 5142-03-04-0010 Legal Description: Lots 1, 2 and 3, Block 1, Dania Heights

Applicant/Consultant/Legal Representative (circle one) Nectaria M. Chakas- Lochrie & Chakas, PA

Address of Applicant: 1401 E. Broward Blvd., Suite 303, Ft. Lauderdale, FL 33301

Business Telephone: 954-779-1123 Home: NA Fax: 954-779-1117

E-mail address: nchakas@lochrielaw.com

Name of Property Owner: 380 Dania Plaza LLC

Address of Property Owner: 1722 Sheridan Street #374, Hollywood, FL 33020

Business Telephone: 844-866-3865 Home: NA Fax: NA

Explanation of Request: Special Exception

*For **Plats** please provide proposed **Plat Name** for **Variances** please attach **Criteria Statement** as per **Section 625.40 of the Land Development Code.***

Prop. Net Acreage: 0.482 Gross Acreage: 0.702 Prop. Square Footage: 21,000 SF

Existing Use: Motel Proposed Use: 90 Room Hotel

Is property owned individually, by a corporation, association, or a joint venture? An LLC

AUTHORIZED REPRESENTATIVE

I/we are fully aware of the request being made to the City of Dania Beach. If I/We are unable to be present, I/we hereby authorize Lochrie & Chakas, P.A. / Nectaria Chakas, Esq. (individual/firm) to represent me/us in all matters related to this application. I/we hereby acknowledge that the applicable fee was established to offset administrative costs and is not refundable.

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STATE OF FLORIDA
COUNTY OF BROWARD
The foregoing instrument
Was acknowledged

By: [Signature]
(Owner / Agent signature*)

BEFORE ME THIS 3rd DAY OF FEBRUARY, 2022

By:

JOEL M. LEVY
(Print name of person acknowledging)

(Joint owner signature if applicable)

Notary [Signature]



Joel M. Levy
Comm.: HH 207085
Expires: Dec. 13, 2025
Notary Public - State of Florida

(Signature of Notary Public – State of FLORIDA)

Personally known ✓ or Produced Identification

Type of identification produced: or Drivers License

***If joint ownership, both parties must sign. If partnership, corporation or association, an authorized officer must sign on behalf of the group. A notarized letter of authorization from the owner of record must accompany the application if an authorized agent signs for the owner(s).**

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**ALL APPLICATIONS MUST BE DETERMINED COMPLETE BY STAFF
BEFORE PROCESSING OCCURS.**



City of Dania Beach, Florida
Department of Community Development
Planning and Zoning Division
(954) 924-6805 X3643
(954) 922-2687 Fax

Standard Development Application

- ☐ Administrative Variance
- ☐ Land Use Amendment
- ☐ Plat
- ☐ Rezoning
- ☐ Site Plan
- ☐ Special Exception
- ☐ Variance
- ☒ Other: Design Variation (SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)

RECEIVED
Date Rec'd: JUL 06 2023
Petition No.: 0T-05523

THIS APPLICATION WILL NOT BE ACCEPTED UNTIL IT IS COMPLETE AND SUBMITTED WITH ALL NECESSARY DOCUMENTS. Refer to the application type at the top of this form and "Required Documentation" checklist to determine the supplemental documents required with each application. For after the fact applications, the responsible contractor of record shall be present at the board hearing. Failure to attend may impact the disposition of the application. The applicant or their authorized legal agent must be present at all meetings. All projects must also obtain a building permit from the City Building Division.

The City's DRC process requires a hard copy of the application and application fee payment to be submitted to City Planning staff BEFORE electronic submittal will be accepted for processing. Applications will only be accepted on the submittal date identified on the annual DRC Meeting Deadline schedule. The application must identify the number of proposed residential dwelling units and/or the square footage of commercial/industrial use, as applicable. Once the application and fee are received a file number will be issued which must be used to identify the project when submitting electronically. Once the file number is issued, the applicant has 24 hours to load the plans electronically. Failure to submit within 24 hours will require the application to begin again the following month.

Location Address: 380 S. Federal Highway

Lot(s): 1, 2, 3 Block: 1 Subdivision: Dania Heights

Recorded Plat Name: Dania Heights PB 3 Page 22

Folio Number(s): 5142-03-04-0010 Legal Description: Lots 1, 2, 3, Block 1, Dania Heights PB 3 Page 22

Applicant/Consultant/Legal Representative (**circle one**) Nectaria M. Chakas - Lochrie & Chakas PA

Address of Applicant: 1401 E. Broward Blvd., Suite 110, Ft. Lauderdale, FL 33301

Business Telephone: 954-773-1123 Home: _____ Fax: 954-779-1117

E-mail address: nchakas@lochrielaw.com

Name of Property Owner: 380 Dania Plaza LLC

Address of Property Owner: 1722 Sheridan St., Unit 374, Hollywood, FL 33020

Business Telephone: 844-866-3865 Home: NA Fax: NA

Explanation of Request: Design Variation for 1st Floor Parking Setback per Sec. 303-80.E
*Please provide proposed **Plat Name** & **Criteria Statement** as required by the City's **Land Development Code**.*

Prop. Net Acreage: 0.46 Gross Acreage: 0.67 Prop. Square Footage: 19,880 SF Net
29,280 SF Gross

Existing Use: Motel Proposed Use: 82 Room Hotel and 1,779 SF Restaurant

Is property owned individually, by a corporation, association, or a joint venture? An LLC

AUTHORIZED REPRESENTATIVE

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I/we are fully aware that all approvals automatically expire within 12 months of City of Dania Beach Planning and Zoning Board or City Commission approval, or pursuant to the expiration timeframe listed in Part 6 of the Dania Beach Land Development Code.

STATE OF FLORIDA
COUNTY OF BROWARD
The foregoing instrument
Was acknowledged

By: [Signature]
(Owner / Agent signature*)

BEFORE ME THIS 6th DAY OF JULY, 2023

By:

SASI HAHAM
(Print name of person acknowledging)

(Joint owner signature if applicable)

Notary [Signature]
(Signature of Notary Public – State of FLORIDA)



Joel M. Levy
Comm.: HH 207085
Expires: Dec. 13, 2025
Notary Public - State of Florida

Personally known ✓ or Produced Identification _____

Type of identification produced: _____ or Drivers License _____

***If joint ownership, both parties must sign. If partnership, corporation or association, an authorized officer must sign on behalf of the group. A notarized letter of authorization from the owner of record must accompany the application if an authorized agent signs for the owner(s).**

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BEFORE PROCESSING OCCURS.**



City of Dania Beach, Florida
Department of Community Development
Planning and Zoning Division
(954) 924-6805 X3643
(954) 922-2687 Fax

Standard Development Application

- ☐ Administrative Variance
- ☐ Land Use Amendment
- ☐ Plat
- ☐ Rezoning
- ☐ Site Plan
- ☐ Special Exception
- ☐ Variance

☒ Other: Design Variation (SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)

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Location Address: 380 S. Federal Highway

Lot(s): 1, 2, 3 Block: 1 Subdivision: Dania Heights

Recorded Plat Name: Dania Heights PB 3 Page 22

Folio Number(s): 5142-03-04-0010 Legal Description: Lots 1, 2, 3, Block 1, Dania Heights PB 3 Page 22

Applicant/Consultant/Legal Representative (circle one) Nectaria M. Chakas - Lochrie & Chakas PA

Address of Applicant: 1401 E. Broward Blvd., Suite 110, Ft. Lauderdale, FL 33301

Business Telephone: 954-773-1123 Home: _____ Fax: 954-779-1117

E-mail address: nchakas@lochrielaw.com

Name of Property Owner: 380 Dania Plaza LLC

Address of Property Owner: 1722 Sheridan St., Unit 374, Hollywood, FL 33020

Business Telephone: 844-866-3865 Home: NA Fax: NA

Explanation of Request: Design Variation for Upper Story Setbacks - Sec. 303-80.N

*Please provide proposed **Plat Name** & **Criteria Statement** as required by the City's **Land Development Code**.*

Prop. Net Acreage: 0.46 Gross Acreage: 0.67 Prop. Square Footage: 19,880 SF Net
29,280 SF Gross

Existing Use: Motel Proposed Use: 82 Room Hotel and 1,779 SF Restaurant

Is property owned individually, by a corporation, association, or a joint venture? An LLC

AUTHORIZED REPRESENTATIVE

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STATE OF FLORIDA
COUNTY OF BROWARD
The foregoing instrument
Was acknowledged

By: [Signature]
(Owner / Agent signature*)

BEFORE ME THIS 6th DAY OF JULY, 2023

By:

SASI HAHAM
(Print name of person acknowledging)

(Joint owner signature if applicable)

Notary [Signature]
(Signature of Notary Public – State of FLORIDA)



Joel M. Levy
Comm.: HH 207085
Expires: Dec. 13, 2025
Notary Public - State of Florida

Personally known ☒ or Produced Identification _____

Type of identification produced: _____ or Drivers License _____

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City of Dania Beach, Florida
Department of Community Development
Planning and Zoning Division
(954) 924-6805 X3643
(954) 922-2687 Fax

Standard Development Application

- ☐ Administrative Variance
- ☐ Land Use Amendment
- ☐ Plat
- ☐ Rezoning
- ☐ Site Plan
- ☐ Special Exception
- ☒ Variance
- ☐ Other: _____

RECEIVED
APR 04 2024
Date Rec'd: _____
Petition No.: VA-020-21

(SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)

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Location Address: 380 S. Federal Highway

Lot(s): 1, 2, 3 Block: 1 Subdivision: Dania Heights

Recorded Plat Name: Dania Heights PB 3 Page 22

Folio Number(s): 5142-03-04-0010 Legal Description: Lots 1, 2, 3, Block 1, Dania Heights PB 3 Page 22

Applicant/Consultant/Legal Representative (circle one) Nectaria M. Chakas - Lochrie & Chakas PA

Address of Applicant: 1401 E. Broward Blvd., Suite 110, Ft. Lauderdale, FL 33301

Business Telephone: 954-773-1123 Home: _____ Fax: 954-779-1117

E-mail address: nchakas@lochrielaw.com

Name of Property Owner: 380 Dania Plaza LLC

Address of Property Owner: 1722 Sheridan St., Unit 374, Hollywood, FL 33020

Business Telephone: 844-866-3865 Home: NA Fax: NA

Explanation of Request: Variance for Landscaping per Section 275-110 D (3)

Please provide proposed **Plat Name & Criteria Statement** as required by the City's **Land Development Code.**

Prop. Net Acreage: 0.46 Gross Acreage: 0.67 Prop. Square Footage: 19,880 SF Net
29,280 SF Gross

Existing Use: Motel Proposed Use: 79 Room Hotel and 799 SF Restaurant

Is property owned individually, by a corporation, association, or a joint venture? An LLC

AUTHORIZED REPRESENTATIVE

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I/we are fully aware that all approvals automatically expire within 12 months of City of Dania Beach Planning and Zoning Board or City Commission approval, or pursuant to the expiration timeframe listed in Part 6 of the Dania Beach Land Development Code.

STATE OF FLORIDA
COUNTY OF BROWARD
The foregoing instrument
Was acknowledged

By: [Signature]
(Owner / Agent signature*)

BEFORE ME THIS 14th DAY OF FEBRUARY, 2024

By:

SASI HAHAM
(Print name of person acknowledging)

(Joint owner signature if applicable)

Notary [Signature]
(Signature of Notary Public – State of FLORIDA)



Joel M. Levy
Comm.: HH 207085
Expires: Dec. 13, 2025
Notary Public - State of Florida

Personally known ✓ or Produced Identification _____

Type of identification produced: _____ or Drivers License _____

***If joint ownership, both parties must sign. If partnership, corporation or association, an authorized officer must sign on behalf of the group. A notarized letter of authorization from the owner of record must accompany the application if an authorized agent signs for the owner(s).**

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***ALL APPLICATIONS MUST BE DETERMINED COMPLETE BY STAFF
BEFORE PROCESSING OCCURS.***



CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT
Invoice

No:

10:30am
04/05/24
0001092

Date: April 04, 2024

RECEIVED FROM:

Name: 380 DANIA PLAZA

Address: 1722 SHERIDAN ST.

Address 2: UNIT 374

City/St/ZIP: HOLLYWOOD FL 33020

Service or Item

Amount

PSP - Public Hearing Items Application fee

\$1,000.00

PSP - Public Hearing Items Application fee

\$2,500.00

P/Z ITEM # SP-016-22 & VA-020-24

LOCATION: 380 S FEDERAL HWY

APPLICANT: LOCHRIE & CHAKAS PA

PREPARED BY: Ibel Larios

TOTAL DUE: \$3,500.00

DRC SUBMITTAL
PROJECT: DANIA PLAZA SITE PLAN
MAIN FILE: SP-016-22 & VA-020-24

4TH DRC REVIEW AND ADDITIONAL
LANDSCAPE VARIANCE TO SEC. 275-
110(D)(3)

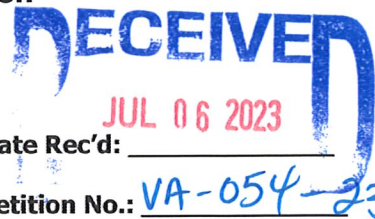
CHECK #: 26 & 25



City of Dania Beach, Florida
Department of Community Development
Planning and Zoning Division
(954) 924-6805 X3643
(954) 922-2687 Fax

Standard Development Application

- ☐ Administrative Variance
- ☐ Land Use Amendment
- ☐ Plat
- ☐ Rezoning
- ☐ Site Plan
- ☐ Special Exception
- ☒ Variance
- ☐ Other: _____



(SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)

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Location Address: 380 S. Federal Highway

Lot(s): 1, 2, 3 Block: 1 Subdivision: Dania Heights

Recorded Plat Name: Dania Heights PB 3 Page 22

Folio Number(s): 5142-03-04-0010 Legal Description: Lots 1, 2, 3, Block 1, Dania Heights PB 3 Page 22

Applicant/Consultant/Legal Representative (**circle one**) Nectaria M. Chakas - Lochrie & Chakas PA

Address of Applicant: 1401 E. Broward Blvd., Suite 110, Ft. Lauderdale, FL 33301

Business Telephone: 954-773-1123 Home: _____ Fax: 954-779-1117

E-mail address: nchakas@lochrielaw.com

Name of Property Owner: 380 Dania Plaza LLC

Address of Property Owner: 1722 Sheridan St., Unit 374, Hollywood, FL 33020

Business Telephone: 844-866-3865 Home: NA Fax: NA

Explanation of Request: Variance for Landscaping per Section 275-190 H-1

*Please provide proposed **Plat Name** & **Criteria Statement** as required by the City's **Land Development Code**.*

Prop. Net Acreage: 0.46 Gross Acreage: 0.67 Prop. Square Footage: 19,880 SF Net
29,280 SF Gross

Existing Use: Motel Proposed Use: 82 Room Hotel and 1,779 SF Restaurant

Is property owned individually, by a corporation, association, or a joint venture? An LLC

AUTHORIZED REPRESENTATIVE

I/we are fully aware of the request being made to the City of Dania Beach. If I/We are unable to be present, I/we hereby authorize Lochrie & Chakas, P. A. / Nectaria Chakas, Esq. (individual/firm) to represent me/us in all matters related to this application. I/we hereby acknowledge that the applicable fee was established to offset administrative costs and is not refundable.

I/we are fully aware that all approvals automatically expire within 12 months of City of Dania Beach Planning and Zoning Board or City Commission approval, or pursuant to the expiration timeframe listed in Part 6 of the Dania Beach Land Development Code.

STATE OF FLORIDA
COUNTY OF BROWARD
The foregoing instrument
Was acknowledged

By: [Signature]
(Owner / Agent signature*)

BEFORE ME THIS 6th DAY OF JULY, 2023

By:

SASI HAHAM
(Print name of person acknowledging)

(Joint owner signature if applicable)

Notary [Signature]
(Signature of Notary Public – State of FLORIDA)



Joel M. Levy
Comm.: HH 207085
Expires: Dec. 13, 2025
Notary Public - State of Florida

Personally known ✓ or Produced Identification _____

Type of identification produced: _____ or Drivers License _____

***If joint ownership, both parties must sign. If partnership, corporation or association, an authorized officer must sign on behalf of the group. A notarized letter of authorization from the owner of record must accompany the application if an authorized agent signs for the owner(s).**

NO APPLICATION WILL BE AUTOMATICALLY SCHEDULED FOR A MEETING.

***ALL APPLICATIONS MUST BE DETERMINED COMPLETE BY STAFF
BEFORE PROCESSING OCCURS.***

September 12, 2023
**NOTICE OF SECOND
PUBLIC PARTICIPATION MEETING
(In-Person Meeting)**

**Re: 2nd public participation meeting for Dania Beach hotel project consisting of 6 stories,
82 hotel rooms and ground floor café located at 380 S. Federal Highway, Dania Beach, FL
("Development Site")**

Dear Neighbor:

A previous notice for public participation meeting was sent to you on September 1, 2023 notifying you of a meeting taking place by ZOOM on Thursday, September 14, 2023. Since that time, we received requests to hold another meeting "in person" to allow an additional opportunity for the public to learn about the project. Therefore, we are adding a second public participation meeting to present the new hotel project proposed for the Development Site. A location map of the Development Site is included with this notice. You are receiving this invitation because you own property within 1,000 feet of the subject Development Site. Details for both the first and second public participation meetings are provided below.

1st Public Participation Meeting	2nd Public Participation Meeting
ZOOM MEETING	IN PERSON
Date: Thursday, September 14, 2023	Date: Tuesday, September 19, 2023
Time: 6:00 PM	Time: 6:00 PM
Place: Virtual Meeting via ZOOM	Place: Wyndham Gardens Hotel 129 N Federal Highway Dania Beach, FL 33004
Please go to www.380DaniaHotel.com to register for the meeting. After registration you will receive an e-mail from ZOOM with the link to attend the meeting by smart phone, iPad or computer. You will also receive a conference call number if you wish to attend the meeting by phone.	

If you cannot attend any of the meetings, but wish to learn more about the project, please feel free to contact me. We would be happy to schedule a separate meeting to inform you about the project.

Sincerely,



Nectaria M. Chakas, Esq.

LOCATION MAP
OF DEVELOPMENT SITE



380 S. Federal Highway
Dania Beach, FL

PETITION IN OPPOSITION TO PROPOSED DEVELOPMENT AT
380 S. FEDERAL HIGHWAY, DANIA BEACH, FLORIDA

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- 1.) The proposed building is far too tall, exceeding the height of the tallest existing buildings in the area. The height should be limited to the same height as the adjoining three-story Royal Palm Gardens Condominium.
- 2.) The proposed building is across the street from the historic Frost Home. Placing such a large building across the street from one of Dania Beach's most historical structures irreparably diminishes the grandeur of one of the founding father's residence.
- 3.) There are currently numerous hotels along Federal Highway which provide ample accommodation for persons who desire to visit Dania Beach. Dania Beach should not approve another "overnight hotel" in order to accommodate persons traveling in and out of the airport and Port Everglades while adding very little value to the residents of Dania Beach.
- 4.) The proposed development would add additional vehicles to the already overcrowded streets and put additional strain on the water and sewer resources for the City.

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SIGNATURE



PRINTED NAME AND ADDRESS:

Vincente Delgado 208 SW 3rd Pl
MIKE DELGADO 208 SW 3RD PL

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SIGNATURE:

Thomas Long
Helen Gardner
Elizabeth Dwyer
Paula Dwyer

PRINTED NAME AND ADDRESS:

THOMAS LONG 507 SW 2ND AVE
HELEN GARDNER 507 SW 2ND AVE
Elizabeth Dwyer 23 SW 5TH ST
44 S.W. 5TH ST

**PETITION IN OPPOSITION TO PROPOSED DEVELOPMENT AT
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SIGNATURE:

PRINTED NAME AND ADDRESS:

Jean Bellini
Mary Bellini
Stan
Yanna
Laura
MariLita
Wayne
Joshua
Marcio

JEAN BELLINI 315 S.W. 2nd AVE
MARY BELLINI 315 S.W. 2nd Ave
STAN STEFANOV 222 S.W. 3rd
Yanna Kravchenko 222 S.W. 3rd terr
Laura Babayan 222 S.W. 3rd terr
MariLita Chee'ah Dorier 225 SW 3rd Terrace
WAYNE BOKERLEY 263 3rd
Joshua Kohnen 240 sw 3rd P
MARCIO SAZ 213 SW 3rd

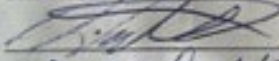
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SIGNATURE:


Arlene Frostutter
John Frostutter
Camilla Barnard
Molly Adams
Jh
Jorge
Leah M.
M. B.

PRINTED NAME AND ADDRESS:

Walter Moreano
Arlene Frostutter 123 SW 3rd
John Frostutter 230 SW 1st DANIA
TAMARA BARNARD
MOLLY ADAMS, 243 SW 1st / Dania
Jorge Melendez 310 SW 2nd Ave Regr
Camilla Morales 209 SW 3rd Ave
Leah Morales 209 SW 3rd Ave
217 SW 3rd TERRACE.

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SIGNATURE

Derek Martin

Gail Kaiser

Nicole Sadrux

Keith Oakley

Julie Gugliardi

PRINTED NAME AND ADDRESS

Derek Martin - 206 SE 2nd Ter.

Gail Kaiser 206 SE 2nd Ter Dania Fl 33007

Nicole Sadrux 206 SE 2nd Ter Dania Fl 33007

Keith Oakley 40 SE 3rd Ave

Julie Gugliardi 40 SE 3rd Ave

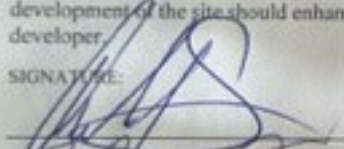
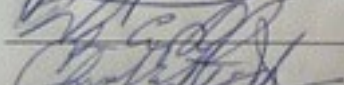
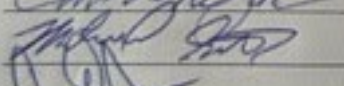
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380 S. FEDERAL HIGHWAY, DANIA BEACH, FLORIDA

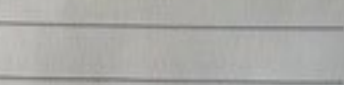
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SIGNATURE:

PRINTED NAME AND ADDRESS:

Robert Sims 32 SW 4th Street
Mary Campbell 313 SW 10th
Charlotte Johnson 80 SW 4th St.
40 SW 4th St Michael Scott
31 SW 4th St. (CARRIE CARTER)
16 SW 5th St. UNIT A Jennifer Boreo
16 SW 5th St. UNIT A Sergio Caicedo

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SIGNATURE:

PRINTED NAME AND ADDRESS:

K. Levi Ho

K. Levi Ho
836 S.W. 1 Court Dania

Justin Grady

420 SW 2nd Ave Dania Beach

TETRELL M McCOMBS

41 S.W 5th STREET FL

JANET McCOMBS

41 S.W 5th STREET

Craig Urbine

34 SW 5 Street

Shawn Callenius

250 SW 5 St

Krysti Louny

20 SW 5th St Dania FL 33004

Mary Louny

18 SW 5th St Dania Beach FL 33004

Sheri Louny

20 SW 5th ST Dania Beach FL 33004

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PRINTED NAME AND ADDRESS:

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

2 213 SW 2nd AVE
362 SW Lane Dania 33004
Diane Clark 131 SW 3rd St.
362 SW 1st Ave Dania 33004
350 S.W. 1st AVE DANIA BEACH 33004
310 SW 1st Ave Dania
322 SW 1st Ave Dania
308 SW 2 AVE DANIA
11 11 11 11 11

PETITION IN OPPOSITION TO PROPOSED DEVELOPMENT AT
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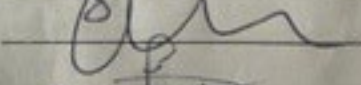
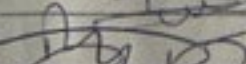
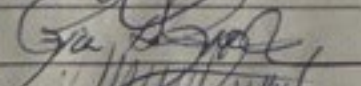
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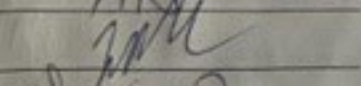
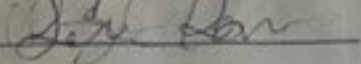
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SIGNATURE:

PRINTED NAME AND ADDRESS:


Francis Capatone 326 SW 1st Ave
Cassandrea Mahis 310 SW 1st Ave
Eric Laporte 302 SW 1st Ave
Marius Skrabuta 303 SW 2nd Ave
Rick DeRoxtra - 307 SW 2nd Ave
327 SW 2nd Ave DANIA
Terry Hale-Hicks 331 SW 2nd Ave DANIA FL 33004
Thanh Huynh 202 SW 2nd PL
Jovita 954-699-7304

**NOTICE OF THIRD
PUBLIC PARTICIPATION MEETING
(In-Person Meeting)**

October 22, 2024

Re: 3rd Public Participation Meeting for Dania Beach Hotel Project:

**Consisting of 6 stories, 79 hotel rooms and ground floor café located at:
380 S. Federal Highway, Dania Beach, FL (“Development Site”)**

Dear Neighbor:

Since our last meeting September 19, 2023, we have been working closely with the city of Dania Beach staff. With the feedback we received from the staff and from you, our neighbors, we have made positive adjustments based on all these factors.

Therefore, we are inviting you to a third public participation meeting to present the new hotel project proposed for the Development Site.

A location map of the Development Site is included with this notice. You are receiving this invitation because you own property within 1,000 feet of the subject Development Site.

“More than one elected official may appear at the community meeting and should disclose their attendance at said meeting once the City Commission is to hear the quasi-judicial item.”

Details for this meeting are provided below.

IN PERSON
Date: Tuesday, October 22, 2024 Time: 6:00 PM
Place: Wyndham Gardens Hotel 129 N Federal Highway Dania Beach, FL 33004

If you cannot attend the meeting, but wish to learn more about the project, please feel free to contact us. We would be happy to schedule a separate meeting to inform you about the project.

Sincerely, 380 Dania Plaza LLC

LOCATION MAP
OF DEVELOPMENT SITE



**380 S. Federal Highway
Dania Beach, FL**

SIGN IN SHEET

[illegible]

THE DANIA BEACH PLAZA HOTEL

380 S. FEDERAL HIGHWAY, DANIA BEACH, FL

PUBLIC OUTREACH MEETING - OCTOBER 22, 2024

WYNDHAM GARDENS HOTEL - 129 N FEDERAL HIGHWAY, DANIA BEACH, FL

SIGN IN SHEET

[illegible]

From: [Batista, Viviana Claudia](#)
To: [Norena, Eleanor](#); [Lajoie, Corinne](#)
Subject: Dania Plaza Community Outreach Notes
Date: Tuesday, October 22, 2024 7:17:02 PM
Attachments: [image728106.png](#)
[image346762.png](#)
[image601446.png](#)
[image074152.png](#)
[image750782.png](#)
[image198444.png](#)
[image265481.png](#)
[image608982.png](#)
[image969990.png](#)

17 people attended from the community. Commissioner James was present.

Slide show presented site location, architect explained the project size, parking, drop-off areas, and amenities. He addressed the privacy issue with the building to the north.

Community had questions about loading areas, the height of the building, calling it "monstrosity". They had questions about setbacks and screening to the west.

Commissioner James provided historical information to explain to the community this is an item allowed "by right" because of the incentives. Architect explained the goal of the developer to accommodate the concerns from the community.

Community is concerned about trucks loading and unloading goods on S. Federal Hwy instead of using the interior loading zone.

Residents concern about dedicated lane to access the garage. instead of the street parking dedicated for guest drop off area. They also had questions about future accommodations of future remodeling to the building.

Commissioner had questions about the extension of the drainage to accommodate neighboring properties. Architect could not answer the question. Civil engineer was not present to respond.

Community had several questions about construction staging and material delivery. Concerns about blocking 4th Street while construction takes place. Questions on routine maintenance are a high concern and how can they be minimized.

Residents had a question about the focus of visitors, the hotel will provide a shuttle bus to the airport to alleviate traffic.

Residents had serious concerns about flooding and run off water and waste waters. They don't think there is enough green area.

Architect closed providing his contact information if future questions on the project arised.

Two residents were in support of the project.

Sent from my T-Mobile 5G Device

Get [Outlook for Android](#)



Claudia Viviana Batista, Planning & Zoning Manager

cbatista@daniabeachfl.gov | daniabeachfl.gov

100 W Dania Beach Blvd, Dania Beach, FL, 33004

Phone: 954.924.6800, x3654



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.



City of Dania Beach Community Development Memorandum

DATE: 4/22/2025

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-053-24: The applicant, the City of Dania Beach, is requesting to create a new ordinance within the City's Code of Ordinances, Land Development Code (LDC), adding Accessory Dwelling Unit regulations and design guidelines for their use (SECOND READING).

Request:

Amend the City's Land Development Code to establish regulations for Accessory Dwelling Units (ADUs).

Background:

The increase in the cost of housing and consumer goods in recent years have created a need for more affordable housing options and other avenues of extra income for many Florida communities. Several surrounding municipalities have created accessory dwelling unit ordinances, citing family flexibility, affordable rent options, care for elderly relatives, and workforce housing, among other reasons, for enacting them.

Allowing residents to construct ADUs within their single-family lot will offer more affordable housing options and provide our single-family homeowners with a source of additional income.

The following surrounding municipalities have enacted ADU ordinances:

- Hallandale Beach
- Hollywood
- Fort Lauderdale
- Pompano Beach
- Coral Springs
- North Miami
- Miramar
- Tamarac

While this amendment will allow ADU to be added to existing single-family properties, the density of the Zoning and underlying Future Land Use designations is not changing by way of this ordinance, rather, we are looking to what the Broward County Land Use Plan provides for:

“POLICY 2.2.5 A studio housing unit or efficiency housing unit, no greater than 500 square feet in size may be counted by the local government as 0.5 dwelling units for residential density calculations.”

For the purposes of Broward County’s Land Use Plan, the following is their adopted definition (please see Broward Land Use Plan Section 2: Definitions):

“EFFICIENCY OR STUDIO DWELLING UNIT - means an apartment in which one room typically contains the kitchen, living, and sleeping quarters, with a separate bathroom. Efficiency or studio dwelling units no greater than 500 square feet in size may be counted by the local government as 0.5 dwelling units for residential density calculations.”

Because of the size and definition of how the Accessory Dwelling Units are aligned – and such that the Accessory Dwelling Units provide for the above is not mutually exclusive (it can be an ADU and an efficiency), that the application of the ordinance here from a density standpoint isn’t one that changes the numbers in the future land use plan, but rather, instead of 1 unit, it is 0.5 units in calculation, as approvable under Broward County rules for local governments in its jurisdiction.

Therefore, the density as approved in the land use isn’t modified. The underlying land still must have the capacity to add the ADU. For example, you have a 0.25-acre property, and a 0.4 acre property, both in a 4 du/acre area. Under the 1st property, you are allowed 1 dwelling unit ($0.25 \times 4 = 1$). Under the second, you are allowed 1.6 dwelling units ($0.4 \times 4 = 1.6$). Under the first property, you can only have the single dwelling unit, at 1. Under the second, you are allowed both a dwelling unit and an ADU, because of how its calculated) – $1 + 0.5$). If Broward County Policy 2.2.5 did not exist, both would only be allowed 1 unit, no ADUs. This distinction for ADUs for affordable housing is an explicit effect of why Broward County adopted its regulations the way it did to allow local governments to do this specific form of density calculation.

This proposal defines an ADU with the following characteristics:

- Minimum floor area of 350SF
- Maximum floor area not to exceed 50 % of the principal structure or 500SF, whichever is less.
- Minimum of 1 parking space is required

Staff found one thousand, three hundred, twenty-nine (1,329) parcels where these new regulations would allow an ADU to be constructed.

This application requires two (2) readings at the City Commission.

Planning and Zoning Board Action

On February 19, 2025, the Planning and Zoning Board recommended approval of the text amendment adding Accessory Dwelling Unit regulations to the City’s Land Development Code.

City Commission Previous Action

On March 11, 2025, the City Commission approved this text amendment on first reading.

Budgetary Impact

Budgetary Impact

None.

Recommendation

Staff is recommending the City Commission approve the ordinance establishing Accessory Dwelling Unit regulations on second and final reading.

ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, TO AMEND CHAPTER 28, OF THE “LAND DEVELOPMENT CODE”, OF THE CITY’S CODE OF ORDINANCES BY AMENDING ARTICLE 105, ENTITLED “USE REGULATIONS FOR RESIDENTIAL AND OPEN SPACE ZONING DISTRICTS”, AT SECTION 105-160, ENTITLED “ACCESSORY BUILDINGS AND STRUCTURES”, CREATING SECTION 105-260, ENTITLED “ACCESSORY DWELLING UNITS”; AMENDING ARTICLE 725, ENTITLED “DEFINTIONS” AT SECTION 725-30, ENTITLED “TERMS DEFINED”; AMENDING ARTICLE 230, ENTITLED “SPECIAL FLOOR AREA, BUILDING DIMENSION AND BUILDING SIZE STANDARDS,” AT SECTION 230-50, ENTITLED “MAXIMUM ALLOWABLE FLOOR AREA FOR ACCESSORY BUILDINGS AND STRUCTURES IN THE E-1, RS-18000, RES-12000, RS-8000, NBHD-RES, RMH, AND RD-8000 DISTRICTS”; AND AMENDING SECTION 230-40, ENTITLED “MINIMUM FLOOR AREAS FOR DWELLINGS AND LODGING UNITS" IN ORDER TO DEFINE “ACCESSORY DWELLING UNITS”, AND TO CREATE REGULATIONS AND DESIGN GUIDELINES FOR ACCESSORY DWELLING UNITS; PROVIDING FOR CONFLICTS; SEVERABILITY; CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Sec. 163. 31771, Fla. Stat., the Community Development Department proposes to enable additional affordable housing units by amending the City of Dania Beach Land Development Code (LDC) to allow for accessory dwelling units (ADUs) on single family properties throughout the City, and to provide regulations to manage the use of the newly created ADUs; and

WHEREAS, an ADU is an ancillary or secondary living unit that has a separate kitchen, bathroom, and sleeping area existing within the same structure, or on the same lot, as the principal dwelling unit; and

WHEREAS, the proposed text amendment aims to offer extra rental income for single-family homeowners, while ensuring that ADUs are created in a way that maintains the character and integrity of single-family homes and neighborhoods through specific design and development requirements; and

WHEREAS, ADUs contribute to meeting the affordable housing requirements outlined in the City’s Housing Element within the City’s Comprehensive Plan, and the text amendments align with the Comprehensive Plan by supporting its policies and objectives; and

WHEREAS, the Planning and Zoning Board, sitting as the City’s Local Planning Agency, has reviewed this Ordinance, and has determined that it is consistent with the City’s Comprehensive Plan; and

WHEREAS, the Community Development Department Staff recommends that the City Commission find the proposed amendment to adopt the Code for ADU to be in support of public interest.

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 Article 105 “Use Regulations For Residential And Open Space Zoning Districts” of the City of Dania Beach Land Development Code is amended to read as follows:

* * *

**CHAPTER 28
LAND DEVELOPMENT CODE**

* * *

ARTICLE 105. USE REGULATIONS FOR RESIDENTIAL AND OPENSOURCE ZONING DISTRICTS.

* * *

Sec. 105-260. – Accessory Dwelling Units.

(A) Purpose and intent. It is the purpose and intent of this section to establish defined regulatory guidelines that promote the development of accessory dwelling units in a manner that does not change the character of our single-family neighborhoods and to support Section 163.31771 of the Florida Statutes to offer more affordable housing through the permitting of accessory dwelling units in single-family districts.

(B) Definitions. For the purpose of this section, the following terms are defined:

- (1) Accessory Dwelling Unit (ADU) means an ancillary or secondary living unit that has a separate kitchen, bathroom, and sleeping area existing within the same structure or on the same lot as the principal dwelling unit on a single-family zoned lot. This shall not be considered a multi-family use.
- (2) Principal Dwelling Unit means the single-family home developed on the lot subject to all requirements of the zoning district to which it is located.

(C) Districts Permitted.

- (1) Subject to all requirements of this section, accessory dwelling units are permitted on residential single-family lots within any zoning district where single-family residential use is permitted.
- (2) In areas designated residential multi-family, ADUs are only permitted on lots that contain a single-family dwelling.
- (3) In districts where single-family homes are no longer permitted, legally non-conforming single-family dwellings within those districts are permitted to construct an ADU consistent with the regulations set forth in this section. Except for the following:
 - (a) ADUs are not permitted within the mixed-use CRA form-based districts.
 - (b) Accessory dwelling units are not permitted in any industrial, commercial, residential office, or marine-zoned district.

The following chart details the permissibility of accessory dwelling units within the residential single-family, multi-family, and neighborhood-zoned districts.

<u>Legend</u>		
<u>P</u>	-	<u>Permitted</u>
<u>NP</u>	-	<u>Not Permitted</u>
<u>C</u>	-	<u>Permitted upon the condition that it must be located on a single family lot</u>

<u>Zoning District</u>	<u>Permissibility</u>
<u>NBHD-RES</u>	<u>P</u>
<u>NBHD-RES*</u>	<u>P</u>
<u>NBHD-MU</u>	<u>NP</u>
<u>RS-6000</u>	<u>P</u>
<u>RS-8000</u>	<u>P</u>
<u>RD-8000</u>	<u>C</u>
<u>RS-12000</u>	<u>P</u>
<u>RM</u>	<u>NP</u>
<u>RM-1</u>	<u>C</u>
<u>RM-2</u>	<u>C</u>
<u>RM-3</u>	<u>C</u>
<u>RMH</u>	<u>NP</u>
<u>E-1</u>	<u>P</u>
<u>PMUD</u>	<u>NP</u>

PMUD-SL	NP
PRD-1	C

(D) General Requirements.

- (1) Accessory dwelling units shall not be used as a short-term rental as defined and regulated in Chapter 16 of the City's Code of Ordinances.
- (2) An ADU shall have an occupancy classification of "single-family residence" pursuant to the Florida Building Code, Residential, Eighth Edition, and at no time shall the occupancy of an ADU exceed the maximum occupant load for the property under the Florida Building Code.
- (3) Owners must ensure that when a family is renting an ADU, the structure meets minimum dwelling requirements for the size of the family projected to reside within, subject to Sec. 8-21. See additional regulations regarding rental id ADU in Section 105-260 (F)(2).
- (4) No more than one ADU shall be permitted on a lot developed with a principal dwelling. The ADU may be a separate detached unit, an attached unit to the primary dwelling, or a repurposed existing space within the primary dwelling, including garage conversions.
- (5) An ADU over a garage or a similar structural form shall be permitted only when the principal dwelling on the lot has two stories.
- (6) Recreational vehicles, travel trailers, mobile houses, or similar structures are not permitted to be used as accessory dwelling units.
- (7) The design of the accessory dwelling unit shall be compatible and complementary and share an aesthetic likeness to the principal dwelling structure.
- (8) The ADU shall not be sold separately from the primary dwelling. nor shall the land ever be subdivided.
- (9) This section does not exempt property owners from complying with and obtaining Homeowner Association (HOA) or Community Management approval.

(E) Design Guidelines.

- (1) Accessory dwelling units must comply with all requirements of the zoning district to which it is located but must adhere to these additional requirements:
 - (a) Maximum Floor Area: The square footage of an accessory dwelling unit shall not exceed fifty percent (50%) of the square footage of the principal building or five

hundred square feet (500 Sq Ft) and must be a minimum of three hundred and fifty square feet (350 Sq Ft).

- (b) Base Components: an accessory dwelling unit shall have, at a minimum, a fully functioning food preparation area, a sleeping area, one (1) bathroom, and a separate entrance from the outside.
- (c) Parking: At least one (1) off-street parking space shall be provided for the ADU in addition to the parking requirements set forth in Article 265 for the principal use.
- (d) Setbacks: ADUs will follow all setbacks set forth Sec. 215-90.
- (e) Height: The height of an ADU may not exceed the tallest point of the principal structure.
- (f) Utilities: An ADU may have separate electrical, gas, and other types of utility meters from the principal structure.
- (g) Address: An ADU may obtain a separate house or unit address from the principal structure. Any new address must be assigned by the City.
- (h) Impervious Standards and Landscaping: Must maintain impervious areas pursuant to Article 27, Section 27-227, Article 215 and Article 275 of this Code.
- (i) All ADUs must include a minimum of five (5) green design practices, as established in Sec. 206-80 of this Code.

(F) Permit Required.

- (1) No ADU shall be constructed, or a portion of a primary dwelling renovated or repurposed to accommodate an ADU before an approved building permit for such work is issued.
- (2) In addition to these requirements, property owners must receive and maintain a Certificate of Use and an active Local Business Tax Receipt prior to renting an Accessory dwelling unit on their property.

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

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. 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 March 11, 2025.

PASSED AND ADOPTED on second reading on _____ 2025.

First Reading:

Motion by: Vice Mayor Salvino

Second by: Commissioner Ryan

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 Admin Services Memorandum

DATE: 4/22/2025

TO: Mayor and Commissioners

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

VIA: Eve A. Boutsis

SUBJECT: Authorization to Execute a Purchase & Sale Agreement with Larry B. Brown,
Owner of 400 S. Federal Highway

Request:

To authorize the proper City Officials to execute a purchase and sale agreement to purchase 400 S. Federal Hwy, Dania Beach, FL, from Larry B. Brown.

Background:

Born in Wisconsin in 1886, Martin C. Frost arrived in Dania in 1901 with his family. After completing public school, Frost opened his father's general store and, for a brief period, worked in the lumber industry in his native state. Then, 1910, he returned to Florida to embark on a career in farming, specializing in the cultivation and marketing of tomatoes. He acquired property west of the Town of Modelo (the original name of Dania Beach), where he began draining and clearing land for a farm. In 1915, he formed a partnership with Miami businessman M.C. Hardee. Through their association, named Hardee & Frost, the pair developed the East March grove, a 200-acre tomato farm at Hallandale. Hardee had arrived in Dania Beach in 1905, but moved to Miami in 1919.

At East March, the partners installed a pumped drainage system to remove excess water from the fields during the rainy season, an innovative feature in south Florida. The system saved several large crops from ruin, and eventually, the Hardee & Frost built packing houses in Dania and Hallandale to market their vegetables. In 1922, the company harvested five hundred crates of tomatoes per acre from its East Marsh fields, making Hardee & Frost the largest producer of tomatoes in the state. The company's East Marsh variety of tomato became a standard in Florida's truck crop industry.

Martin Frost's success as a farmer spilled over into local politics. He first won election as an alderman in November 1912. Two years later, he won the mayoral race, serving as mayor of Dania Beach between 1914 and 1917 and again, after a two-year hiatus, between 1919 and 1922. Nine years later, in 1931, the voters of Dania Beach returned him to the mayor's office.

When Frost's father, A.C. Frost, left Florida in 1920, Martin inherited his position as a sales representative for the Model Land Company in Broward County. Martin also represented the Florida Atlantic Coast Canal and Transportation Company and served as a director of the Dania Bank. Frost also succeeded his father on the Board of Commissioners for Broward County,

winning the election of the county commission seat in 1922. The following year, near the peak of this business and political careers, Martin Frost opened the Dania Heights subdivision and built the dwelling on South Federal Highway. He retired from farming and politics soon thereafter, excepting his brief return to the mayor's office in 1931. He also ended his decade-long association with M.C. Hardee in 1923, though he continued to serve as a Director of the Dania Bank. Martin Frost died in 1965.

Architectural Significance:

The City of Dania Beach designated this structure as a historic property in 2000 by Ordinance Number 2000-038. The two-story, hollow tile dwelling stands in lots 1-3 and 64 25-26 of Dania Heights subdivision. The property measures 145 feet along Federal Highway and 250 feet deep along Southwest Fourth Street. A masonry privacy wall finished with textured stucco surrounds the property. Orb finials stand at the corners and entrance breaks in the wall.

The dwelling displays typical influences of the Mediterranean Revival style. Its complex roof plan consists of flat and hip portions with shaped parapets, ceramic tile cresting, and pent roofs. The pent roofs are finished with carved wooden brackets and ceramic tiles. A brick chimney projects high above the roof system. The house displays arched vents and a gabled roof protected by ceramic tiles. Fenestration is irregular and asymmetrical with six and eight light casement windows admitting natural light into the interior. Many of the windows are protected by louvers. Textured stucco serves as the exterior wall surfacing and contrasts with pine and cypress detailing employed on the doors, windows and frieze. An L-Shaped veranda wraps along the front façade and north elevations. French doors open leading from the veranda into the interior tend to blur the distraction between outside and inside.

The front, or east, façade displays a central block with asymmetrical projecting wings. The second story of the central block contains a series of nine-light casement windows set in arched surrounds, divided by lighted sconces and bracketed by statuary niches. A paneled frieze highlights the eave line of the hip roof. The northernmost projecting wing has a balconet with a curved wrought-iron baluster. Both projecting wings have pent roofs. The pent roof on the northern wing interrupts the parapet; the roof on the southern wing is tightly held to the casement windows. Ceramic tiles finish the corners of each wing. Arched openings along the front part of the veranda are filled with cypress frames and turned balusters. A small gable extension projects from the north elevation of the veranda. French doors with fifteen and twelve lights open from the veranda into the interior spaces.

The south elevation had barrel tile cresting along the parapets and symmetrical fenestration. The west, or rear, elevation had a one-story extension with shaped and stepped parapets. Its asymmetrical fenestration includes a leaded art-glass window set in the second story. The interior had a double fireplace, high ceilings finished with hewn beams, and spacious rooms.

A two-story garage apartment stands near the southwest corner of the property. It has a rectangular plan, and steps along the east elevation. A pair of garage doors opens along the north elevation. The flat roof upon the garage features stepped parapets finished with barrel tile cresting. Textured stucco serves as the exterior wall surfacing. The windows are protected by louvers.

Budgetary Impact

The purchase price is \$2,740,000.00. The CFO is preparing a Financing Package.

Recommendation

Approval of the resolution and authorize the appropriate officials to execute a purchase and sale agreement.

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 BETWEEN THE CITY OF DANIA BEACH AND LAWRENCE BARRY BROWN, FOR THE PURCHASE OF THE PARCEL KNOWN AS THE “M.C. FROST HOME”, LOCATED AT 400 SOUTH FEDERAL HIGHWAY, DANIA BEACH, FLORIDA; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Dania Beach is interested in purchasing the property known as 400 South Federal Highway, Dania Beach, Florida, bearing the legal description identified in Exhibit A; and

WHEREAS, the M.C. Frost Home was constructed in 1924 by one of the City’s pioneers, Martin Frost, and has a main residential building, with a detached two-story garage/apartment building; and

WHEREAS, in 2000, by Ordinance No. 2000-038, the building was designated historic by the City of Dania Beach City Commission ; and

WHEREAS, M.C. Frost was born in Wisconsin in 1886, Martin C. Frost arrived in Dania in 1901 with his family and became a tomato farmer, for which Dania Beach the Tomato capital, and he was the owner of Dania Bank; and

WHEREAS, the City obtained two appraisals, one by Harry S. Newstreet, with an appraisal amount of \$2,710,000.00, and a second appraisal by the Urban Group, with an appraisal amount of \$2,770,000.00; and

WHEREAS, pursuant to Florida Statute Section 166.045, the City provided 30 day prior notice of the City’s intent to purchase the property; and

WHEREAS, the City proposes to finance the purchase of the parcel; and

WHEREAS, the City desires to purchase the parcel, after completing due diligence on the property.

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

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

Section 2. That the proper City officials are authorized to execute the attached purchase and sale agreement with Lawrence Barry Brown, for 400 South Federal Highway, Dania Beach, Florida.

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

Section 4. That funding for this cost will be appropriated from General Fund Unassigned Fund Balance (001-00-00-389-90-01) to General Fund – General Government Professional Services (001-18-00-519-61-10)) in the amount not to exceed Two Million Seven Hundred Forty Thousand dollars (\$2,740,000.00). The City intends to issue tax-exempt financing totaling Three Million One Hundred Thousand \$3,100,000. A portion of the proceeds will be designated to reimburse the General Fund for the acquisition of the property, as well as for any expenditures incurred before the issuance of the tax-exempt bonds or notes. Furthermore, the remaining funds will be utilized to restore the property to an operationally viable condition.

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 immediately after passage.

PASSED AND ADOPTED on _____, 2025.

Motion by _____, second by _____.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous ____ (4/5 vote required)

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

EXHIBIT “A”

LEGAL DESCRIPTION

*DANIA HEIGHTS 3-22 B LOT 1 LESS ST RD, 2 LESS ST RD, 3 LESS ST RD BLK 2 and
DANIA HEIGHTS 3-22 B LOT 25, 26 BLK 2*

Folio Numbers: 5142-03-04-0080, 5142-03-04-0220



March 13, 2025

Mr. Lawrence Barry Brown
905 Exeter Crest
Villanova, Pennsylvania 19085

Re: City of Dania Beach (“Purchaser”)
Proposed Purchase from Lawrence Barry Brown (“Seller”)
The “Property”: 400 S. Federal Highway (2 lots)
City of Dania Beach, Broward County, Florida.
Folio Numbers: 5142-03-04-0080, 5142-03-04-0220
Legal Descriptions: DANIA HEIGHTS 3-22 B LOT 1 LESS ST RD, 2 LESS ST RD, 3
LESS ST RD BLK 2 and DANIA HEIGHTS 3-22 B LOT 25, 26 BLK 2
Zoning: City Center – (CC)

Dear Mr. Brown:

The City of Dania Beach understands your counteroffer of \$2,740,000.00 (Two Million Seven Hundred Forty Thousand), and has prepared this letter of intent, under the following conditions: that you sign our proposed purchase offer of \$2,740,000.00 (acknowledging a purchase price of \$2,740,000.00)), and that the City then obtain the approval of the Mayor and City Commission, no later than April 30, 2025, and the mutual execution and delivery of an acceptable contract of purchase and sale (the “Contract”), this letter of intent sets forth generally the terms and conditions upon which the Purchaser proposes to purchase the Property from Seller and Seller proposes to sell the Property to Purchaser, which are as follows (Proposed counter):

1. **The Purchaser and The Seller:**

The Purchaser will be City of Dania Beach. The Seller will be Lawrence Barry Brown.

2. **The “Property”:**

The Property is uninhabited land located in the City of Dania Beach in Broward County at 400 S. Federal Highway, Dania Beach, Florida. According to the Broward County Property Appraiser, the subject property contains a total land area of square feet 36,763

(+/-0.43 acres), more or less., with a 4,052 square foot historically designated structure on the parcel.

3. **Purchase Price:**

The purchase price (“Purchase Price”) for the Property shall be \$2,740,000.00 (two million seven hundred forty thousand dollars), which shall be subject to customary prorations and adjustments.

The Purchase Price is predicated upon the City’s two appraisals on the property prepared by Harry C. Newstreet, MAI, of Bowery (appraisal dated August 24, 2024) and the Urban Group (appraisal dated December 9, 2024). It is conditioned based upon the Historic Designation, the condition of the site and the appraisals.

4. **Terms:**

(a) **Deposit:**

Upon the execution of the contract, Purchaser will deposit the initial sum of \$50,000.00 (fifty thousand dollars) (the “Deposit”). The Initial Deposit shall be (i) held in a non-interest bearing escrow account held by the Purchaser’s attorney, Nabors Giblin & Nickerson, PA, (ii) paid to Seller and credited to Purchaser against the Purchase Price at Closing and (iii) returned to Purchaser in the event Purchaser terminates the Contract.

(b) **Cash to Close:**

The Purchaser shall pay to the Seller the sum of \$2,690,000.00 (Two Million Six Hundred Ninety Thousand Dollars) at closing (the “Cash to Close”) plus the monies on deposit, subject to customary prorations and adjustments. All adjustments shall be made as of the closing date and will be further defined in the Contract.

(c) **Closing Costs:**

Seller shall pay the cost of transfer taxes (including surtax, if any) in connection with the transaction, and Purchaser shall pay the cost of the survey, title commitment, title policy and other related title costs, and recording the deed. Other closing expenses will be apportioned as mutually agreed.

5. **Contract For Purchase And Sale:**

Upon the execution of this Letter of Intent and approval by the City Commission, the Purchaser will instruct its attorney to prepare an initial draft of the “As Is” Contract embodying the economic terms hereinabove set forth, and containing provisions generally contained in such contracts for the purchase of the lots, with the 4,052 sq. ft. concrete structure that is designated Historic, along with the associated parking lot property in Broward County,

Florida, including but not limited to title representations and title warranties from the Seller (the “Contract”). Purchaser shall deliver a draft of the Contract within 45 days after approval by the City Commission. Purchaser and the Seller shall make a commercially reasonable best effort to finalize and execute the Contract within 25 days after the first draft is delivered.

6. **Investigatory Period:**

Upon execution of the Contract, Purchaser shall be entitled to an investigatory period (the “Investigatory Period”) forty five (45) days. During Investigatory Period, the Purchaser shall have the right to conduct all inspections and investigations with respect to the Property as the Purchaser deems to be reasonable and prudent to satisfy itself with respect to the status of the Property. Additionally, the Purchaser will, at its own expense, conduct environmental, engineering and toxicological surveys. During the Investigatory Period, the Purchaser shall have the right to terminate the Contract and to obtain the return of its Deposit should the Purchaser be dissatisfied with the status of the Property for any reason whatsoever. The property is being sold in its “as is” condition.

7. **Closing Date:**

The Contract shall provide that the Closing shall occur no later than thirty (30) days following the end of the Investigatory Period unless extended by mutual agreement of the parties.

8. **Maintenance of the Property:**

Seller agrees that, from the date of the execution of the letter of intent through closing, the Property shall be maintained in accordance with present standards and past practices.

9. **Brokers and Real Estate Commissions:**

The Contract shall provide that there are **NO** brokerage firms associated with the sale of the Property. The Contract shall also provide for the mutual indemnification of the parties with respect to brokerage commissions.

If this letter satisfactorily sets forth your understanding of our present mutual intent with respect to the subject matter hereof, then please so indicate by executing a copy of this letter in the place provided below, and by returning such copy, so executed to us within five (5) business day(s) following your receipt hereof.

In consideration of the undersigned's entering into this Letter of Intent and incurring certain costs and expenses in negotiating the proposed transactions outlined herein, Seller agrees that so long as this Letter of Intent is in full force and effect, and for the period ending on the earlier of: (i) April 30, 2025, if the Mayor and City Commission do not approve the transaction; or (ii) until the Contract has been executed by both parties or rejected by either party, Seller will not offer the Property for sale to other than the Purchaser named herein, and will cease any current negotiations which may be in effect in reference to the sale of the property and will not enter into any new negotiations with any third parties. After execution of the Contract and payment of the initial deposit in the amount of \$50,000.00 (fifty thousand dollars), the "no shop" clause shall continue until the Closing Date. This provision represents the only binding obligation on behalf of the Seller. It is understood and agreed that the purpose of this letter is to set forth the present mutual intent of the Purchaser and the Seller with respect to the subject matter hereof, and with the exception of the "no shop" clause, that neither the Purchaser nor the Seller shall be legally bound to the other, by the execution and delivery of this letter, it being the present mutual intent of both the Purchaser and the Seller, that this letter shall be non-binding and neither of the parties hereto shall be legally bound to the other until both parties shall have executed and mutually delivered a formal contract of purchase and sale containing terms, conditions, and provisions satisfactory to both the Purchaser and the Seller.

Very truly yours,

Ana M. Garcia
Digitally signed by Ana M. Garcia
Date: 2025.03.14 08:10:01 -0400

Ana M. Garcia, ICMA-CM
City Manager
City of Dania Beach

The foregoing terms are hereby agreed to, accepted and approved by the Seller this 17th
day of March, 2025.

SELLER:
LAWRENCE BARRY BROWN

By: Lawrence B. Brown
Lawrence B. Brown (Mar 17, 2025 01:09 EDT)
Name: Lawrence B. Brown
Title: _____

EAB;la
cc: Candido Sosa Cruz, ICMA, Deputy City Manager
Yeimy Guzman, Chief Financial Officer

Parcel Id. No. 5142-03-04-0080 and 5142-03-04-0220 (Broward County)

"AS IS" PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT is ("Agreement") made this____ day of _____, 2025 between **Lawrence Barry Brown**, whose mailing address is 905 Exeter Crest, Villanova, PA 19085 ("Seller") and the **City of Dania Beach**, a municipal corporation of the state of Florida, through its Board of City Commissioners (the "Commission") with an address at 100 W Dania Beach Blvd., Dania Beach, FL 33004 ("Purchaser" or "City").

For and in consideration of Ten and No/100ths Dollars (\$10.00), the purchase price and the mutual covenants and conditions contained herein, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **AGREEMENT TO SELL AND CONVEY.**

(A) Seller agrees to sell and convey to Purchaser, and Purchaser agrees to buy from Seller, subject to the terms and conditions hereinafter set forth, all of Seller's rights, title, and interest in and to the real property located in Broward County, Florida, described in Exhibit "A", together with all improvements, easements and appurtenances ("Property"), which may also be identified by Parcel Id. Numbers 5142-03-04-0080 and 5142-03-04-0220 as assigned by the Broward County Property Appraiser, in accordance with the provisions of this Agreement. Purchaser acknowledges that Seller is selling the Property "As Is" condition.

(B) The Commission's representative in all matters shall be the City Manager, Ana M. Garcia.

(C) There shall be no deposit required with the execution of this Agreement by the City Manager. Upon the approval of this Agreement by the Commission in accordance with paragraph 2(A), the City shall pay a deposit in the amount of fifty thousand and no/100th Dollars (\$50,000.00) within ten (10) days of such Commission's approval, which shall be held in escrow in accordance with paragraph 14. All deposits shall be fully refundable in accordance with the terms of this Agreement.

(D) Seller warrants to the best of Seller's knowledge that there are no private or governmental actions, suits, proceedings, or investigations pending against Seller or the Property which could have an adverse effect on the Property.

2. **CONTINGENCIES.**

(A) The enforceability of this Agreement against the Purchaser is wholly contingent upon the approval of this Agreement by the Commission and execution by the

Mayor evidencing such approval after a properly noticed public meeting, as mandated by section 166.045, Florida Statutes.

(B) Should the Commission fail to approve this Agreement, this Agreement shall be null and void.

(C) All dates and timelines herein shall run from the date this Agreement is executed by the Mayor of the City Commission and Seller, whichever is later (the "Effective Date").

(D) As a condition precedent to Closing, Seller shall take all necessary, legal steps to relocate any existing tenants in possession of the Property and to terminate any written or unwritten leases, easements, or claims of the same on the Property so as to provide Purchaser with full, exclusive, open, peaceful, and undisputed possession and ownership of the Property at Closing. If the Seller is unable to satisfy this condition prior to the date established for Closing, as set forth in paragraph 7, Purchaser, at its sole option, may elect to terminate this Agreement, receive a refund of the Deposit, and neither party shall have any further obligations under this Agreement. Alternatively, the Purchaser and Seller may agree to an adjustment of the Closing date.

3. PURCHASE PRICE.

(A) The purchase price for the Property is two million seven hundred forty thousand and no/100th Dollars (\$ 2,740,000.00) for the Property (Purchase Price") which, after credit for any deposit, will be paid by the Purchaser to the Seller at closing.

(B) Seller hereby authorizes Purchaser to issue a City check or deliver cash for the Purchase Price directly to the Escrow Agent who is authorized by law to receive such payment, and who is acceptable to Purchaser, and to require the Escrow Agent to pay Seller's expenses of sale and prorated real estate taxes. Kerry A. Parsons, Nabors, Giblin & Nickerson, P.A., 1500 Mahan Dr. Suite 200, shall serve as the Escrow Agent pursuant to this Agreement.

4. FEASIBILITY AND SUITABILITY ANALYSIS (INVESTIGATORY PERIOD).

Within forty-five (45) days of the Effective Date of this Agreement, Purchaser, at its sole cost and expense, may conduct a feasibility and suitability analysis of the Property to determine, in Purchaser's sole discretion, whether the Property is suitable for City's purposes (the "Investigatory Period"). If the Purchaser determines the Property is not suitable for its use, the Purchaser may terminate this Agreement, have any deposit returned, and neither party shall have any further obligations under this Agreement. Purchaser's feasibility and suitability analysis may include the following:

(A) Environmental Site Assessment - Seller shall provide to Purchaser any previous, current, or pending court actions or regulatory actions, environmental audit information, if any, and other such information regarding any potential hazardous soil or water conditions on or around the Property that are in Seller's control. Purchaser may

conduct an environmental site assessment of the Property to determine the existence and extent, if any, of any Hazardous Materials on the Property. For purposes of this Agreement "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste of any kind or any other substance which is regulated by any Environmental Law, with the exception of any "Exempt Materials" as defined in Section 4(A)1. below. In the event that the environmental audit provided for herein confirms the presence of Hazardous Materials on the Property, Purchaser, at its sole option, may elect to terminate this Agreement and neither party shall have any further obligations under this Agreement. Should Purchaser elect not to terminate this Agreement, Seller shall, at its sole cost and expense and prior to the closing, promptly commence and diligently pursue any assessment, clean up and monitoring of the Property necessary to bring the Property into full compliance with any and all applicable federal, state or local laws, statutes, ordinances, rules, regulations or other governmental restrictions regulating, relating to, or imposing liability or standards of conduct concerning Hazardous Materials ("Environmental Law"). However, should the estimated cost to Seller of clean-up of Hazardous Materials exceed a sum which is equal to 20% of the Final Purchase Price as stated in paragraph 3., Seller may elect to terminate this Agreement and neither party shall have any further obligations under this Agreement. In the event that Hazardous Materials placed on the Property prior to closing are discovered after closing, Seller shall remain obligated hereunder, with such obligation to survive the closing and delivery and recording of the deed described in paragraph 7. of this Agreement and Purchaser's possession of the Property, to diligently pursue and accomplish the clean-up of Hazardous Materials in a manner consistent with all applicable Environmental Laws at Seller's sole cost and expense.

IN ACCORDANCE WITH THE REQUIREMENTS OF S. 404.056(5), FLORIDA STATUTES: RADON GAS: RADON IS A NATURALLY OCCURING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITITES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY HEALTH DEPARTMENT.

(B) Survey - Purchaser may have the Property surveyed to the Florida Minimum Technical Standards for Land Surveys. Purchaser shall order the Survey. If the survey ("Survey"), certified by professional surveyor and mapper licensed by the State of Florida, shows any encroachment on the Property or that improvements intended to be located on the Property encroach on the land of others the same shall be treated as a title defect as provided in paragraph 6. below. If the Survey shows any material deviations in the represented acreage, size, or configuration of the Property or location of easements, Purchaser, at its sole option, may elect to terminate this Agreement and neither party shall have any further obligations under this Agreement. Alternatively, the Purchaser and Seller may agree to an adjustment of the Initial Purchase Price.

(C) Other Investigations - Purchaser may undertake such other tests, analyses, investigations, and inspections as deemed necessary by Purchaser to determine to Purchaser's satisfaction the Property's engineering, architectural, and environmental properties; zoning, zoning restrictions and land use; soil, grade, and other environmental features; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, approvals, and licenses, including any wetlands permits that may be required; and all other investigations or inspections that Purchaser deems necessary to determine the Property's suitability for the Purchaser's intended use. If the Purchaser, in its sole discretion, determines that the Property is unacceptable for the Purchaser's intended use, the Purchaser may elect to terminate this Agreement and neither party shall have any further obligations under this Agreement.

(D) Purchaser shall promptly restore any portions of the Property affected by Purchaser's inspections and investigations to the condition that existed immediately prior to the inspections or investigations.

5. TITLE INSURANCE. Purchaser may obtain a marketable title insurance commitment through Nabors, Giblin & Nickerson, P.A., to be followed by an ALTA owner's marketable title insurance policy from a title insurance company approved by Purchaser, insuring marketable title to the Property in the amount of the purchase price. If Seller defaults under this Agreement, Seller shall reimburse Purchaser for all costs incurred in obtaining the title insurance commitment Purchaser's remedy for default under the provisions of this paragraph is cumulative to all other remedies available to Purchaser at law and in equity.

6. DEFECTS IN TITLE. If the title insurance commitment or Survey furnished pursuant to this Agreement discloses any title matters that are not acceptable to Purchaser, Seller may, within five (5) days after notice from Purchaser, remove said matters. Any violation of federal, state or local laws, including statutes, regulations, ordinances, codes, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements and other governmental restrictions shall be considered a title defect. At Seller's option, Seller agrees to use diligent effort to correct the defects in title within the time provided therefor, including the bringing of necessary suits. Defects arising from liens against the Property shall be satisfied at closing from Seller's proceeds. If Seller is unsuccessful in removing the title defects within said time or if Seller elects not to pursue the curing of said title defects, Purchaser shall have the option to either: (a) accept the title as it then is with no reduction in the Purchase Price, or (b) terminate this Agreement, thereupon releasing Purchaser and Seller from all further obligations under this Agreement; provided, however, that Seller shall reimburse Purchaser for all actual costs associated with Purchaser's due diligence activities outlined in paragraph 4 and Purchaser's deposit shall be fully refunded to Purchaser.

7. CLOSING.

(A) The consummation of the transaction contemplated by this Agreement (the "Closing") shall take place at a location mutually agreed upon by the parties, on a date after Commission approval that is mutually agreeable to the parties (the "Closing Date"), but no later than thirty (30) days following the end of the Investigatory Period, unless a delay is mutually agreeable to the parties. The City Manager shall be authorized to agree to any adjustments of the Closing Date on behalf of the City.

Possession of the Property shall be granted by Seller to Purchaser no later than the Closing Date.

(B) It is the intent of the parties that Purchaser will be conveyed, at Closing, the following ownership rights:

1. Fee simple ownership of the Property.

(C) At Closing the Seller shall execute the following for the conveyance of the Property:

1. Execute, acknowledge and deliver to Purchaser a General Warranty Deed in accordance with Section 689.02, Florida Statutes, conveying the Property, which deed shall be in statutory form for recording;

2. Execute and deliver to Purchaser a mechanic's lien and possession affidavit in sufficient form and substance so as to allow the Title Company to remove the mechanical lien exception and parties-in-possession exception from the Title Commitment;

3. Execute and deliver to the Title Company an affidavit that there have been no changes to the conditions of title from that shown in the Title Commitment in order for the Title Company to delete the "gap" exception;

4. Execute and deliver instruments satisfactory to Purchaser and the Title Company reflecting the proper power, good standing and authorization for the sale of the Property from Seller to Purchaser hereunder;

5. Execute and deliver to Purchaser and the Title Company a FIRPTA affidavit in form and substance acceptable to Purchaser and the Title Company;

6. Execute and deliver to Purchaser a closing statement setting forth the Purchase Price, deposit, adjustments, prorations and closing costs as set forth herein;

7. Produce, execute and deliver to Purchaser any documents necessary to clear any title defects; and

(D) Contemporaneously with the performance by Seller of its obligations set forth above, at Closing, Purchaser shall do the following:

1. Execute and deliver instruments satisfactory to Seller and the Title Company reflecting the proper power, good standing and authorization for the purchase of the Property from Seller by Purchaser hereunder; and

2. Pay to Seller the Purchase Price, after credit for any deposits; and

3. Execute and deliver to Seller a closing statement setting forth the Purchase Price, deposit, adjustments, prorations and closing costs as set forth herein; and

4. Execute and deliver such other documents as may be required by this Agreement.

8. PREPARATION OF CLOSING DOCUMENTS. Within thirty (30) days of the Effective Date of this Agreement, the Escrow/Closing Agent shall prepare the deed described in paragraph 7. of this Agreement. The Escrow/Closing Agent shall prepare Purchaser's and Seller's closing statements and the title, possession and lien affidavit certified to be executed by the Seller to Purchaser and title insurer in accordance with Section 627.7842, Florida Statutes.

9. CLOSING COSTS.

(A) Seller shall pay the following costs and expenses in connection with the Closing:

1. Its attorney's fees;

2. All recording fees associated any affidavits or satisfactions necessary to cure title;

3. All documentary stamps and any intangible taxes in connection with the conveyance of the Property;

4. All costs needed to cure title and provide title evidence;

5. Any costs of operating or maintaining the Property which have been accrued prior to the Closing; and

6. All mailing costs associated with Closing.

(B) Purchaser shall pay all other costs arising in connection with the Closing and this Agreement, including without limitation, the following:

1. All recording fees associated with the recording of the General Warranty Deed;

2. Survey costs;
3. Its costs of document preparation and its attorney's fees;
4. The costs of the title commitment and insurance; and
5. Its costs associated with any financing.

(C) The following items shall be prorated between Seller and Purchaser as of midnight of the day prior to Closing and shall be reflected on the Closing Statement

1. All real estate taxes and assessments which are or which may become a lien against the Property shall be satisfied of record by Seller at closing. If the Purchaser acquires fee title to the Property between January 1 and November 1, Seller shall, in accordance with Section 196.295, Florida Statutes, place in escrow with the Broward County Tax Collector's Office an amount equal to the current taxes prorated to the date of transfer, based upon the current assessment and millage rates on the Property. In the event the Purchaser acquires fee title to the Property on or after November 1, Seller shall pay to the county tax collector an amount equal to the taxes that are determined to be legally due and payable by the Broward County Tax Collector.

2. Utility charges, if any, and any other operating or maintenance expenses associated with the operation and upkeep of the Property.

10. RISK OF LOSS AND CONDITION OF REAL PROPERTY. Seller assumes all risk of loss or damage to the Property prior to the date of closing and warrants that the Property shall be transferred and conveyed to Purchaser in the same or essentially the same condition as of the date of Seller's execution of this Agreement, ordinary wear and tear excepted, and Seller shall prevent and refrain from any use of the Property for any purpose or in any manner that would diminish its market or conservation value. Seller will maintain the landscaping and grounds in a comparable condition and will not engage in or permit any activity that would materially alter the Property. The Seller shall not transfer or encumber any interest in the Property prior to closing. If the condition of the Property is altered by an act of God or other natural force beyond the control of Seller, however, Purchaser may elect, at its sole option, to terminate this Agreement and neither party shall have any further obligations under this Agreement. Subject to anything disclosed by the Survey, Seller represents and warrants that there are no parties other than Seller in occupancy or possession of any part of the Property. Seller warrants that there are no facts known to Seller materially affecting the value of the Property that are not readily observable by Purchaser or that have not been disclosed to Purchaser.

11. RIGHT TO ENTER PROPERTY AND POSSESSION. Seller agrees that from the date this Agreement is executed by Seller, Purchaser and its agents, upon reasonable notice, shall have the right to enter the Property for all lawful purposes in connection with this Agreement. Seller shall deliver possession of the Property to Purchaser at closing.

12. DEFAULT.

(A) If Seller defaults under this Agreement, Purchaser may waive the default and proceed to closing, seek specific performance, or refuse to close and elect to receive the return of any deposit money paid, each without waiving any action for damages, or any other remedy permitted by law or in equity resulting from Seller's default.

(B) In the event the Purchaser should fail to consummate the transaction contemplated herein for any reason except for (i) any permissible reasons set forth herein or (ii) Seller's default, Seller may demand the Escrow Agent to pay any deposit, such sum being agreed upon as liquidated damages for the failure of Purchaser to perform the duties, liabilities and obligations imposed upon it by the terms and provisions of this Agreement and because the difficulty, inconvenience and uncertainty of ascertaining actual damages, and no other damages, rights or remedies shall in any case be collectible, enforceable or available to Seller other than as provided in this paragraph.

(C) Seller and Purchaser shall not be required to perform any obligation under this Agreement or be liable to each other for damages so long as the performance or nonperformance of the obligation is delayed, caused or prevented by an act of God of force majeure. An "act of God" or "force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections and any other cause not reasonably in the control of the claiming party and which by exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome.

13. BROKERS. Seller and Purchaser each warrants to each other that no persons, firms, corporations or other entities are entitled to a real estate commission or other fees as a result of this Agreement or subsequent closing, except as accurately disclosed below:

Seller: None

Purchaser: None

Seller shall and Purchaser shall to the extent permitted by applicable law indemnify and hold harmless each other harmless from any and all such claims under this paragraph, whether disclosed or undisclosed. However, Seller and Purchaser agree that this provision shall not have the effect of waiving sovereign immunity or the provisions of section 768.28, Florida Statutes.

14. ESCROW AGENT AND ESCROW PROCEDURE. Escrow Agent, as specified in paragraph 1(C), by acceptance of the funds deposited by Purchaser hereunder, agrees to hold such funds and to disperse the same only in accordance with the terms and conditions of this Agreement. In the event of a termination of this Agreement or a default under this Agreement, the deposit (inclusive of the interest accrued thereon) shall be delivered or disbursed by Escrow Agent as provided in this Agreement. If either party shall declare the other party in default under this Agreement and such party makes

demand (the "Demand") upon Escrow Agent for possession of the deposit, said party must provide the other party with a copy of such Demand made upon Escrow Agent. Except with respect to Demands for the deposit made by Purchaser prior to or on the expiration of the investigation period provided in paragraph 4. (in which event Escrow Agent shall promptly deliver the deposit to Purchaser upon demand), Escrow Agent shall not disburse the deposit in accordance with the Demand until the demanding party delivers to Escrow Agent evidence (e.g., returned receipt from U.S. Postal Service) of the other party's receipt of the Demand and Escrow Agent has not received written objection to such demand within the five (5) business days following said party's receipt of the copy of such Demand. If any dispute or difference arises between Purchaser and Seller or if any conflicting demands shall be timely made upon Escrow Agent or if the Escrow Agent is in doubt as to its duties or liabilities under the provisions of this Agreement, it may, in its sole discretion, continue to hold such funds until the parties mutually agree to disbursement thereof, or until a judgment of a court of competent jurisdiction shall determine the rights of the parties hereto, or Escrow Agent may deposit such funds with the Clerk of the Circuit Court of Broward County, Florida, pursuant to interpleader procedure, whereupon after notifying all parties concerned with such action and paying all costs imposed by the Clerk as a result of such deposit, all liability on the part of Escrow Agent shall terminate except to the extent of accounting for any monies theretofore delivered out of escrow.

15. TIME. Time is of essence with respect to all dates or times set forth in this Agreement. Unless otherwise specified, the expiration of any period of time prescribed in this Agreement shall occur at 5:00 p.m. of the last day of the period. Should any period of time specified herein end on a Saturday, Sunday, or legal holiday recognized in Crawfordville, Florida, the period of time shall automatically be extended to 5:00 p.m. of the next full business day. All time periods referencing number of days shall be calendar days, unless otherwise specified.

16. SEVERABILITY. If any of the provisions of this Agreement are deemed to be unenforceable and the unenforceability of said provisions does not adversely affect the purpose and intent of this Agreement, in Purchaser's sole discretion, the enforceability of the remaining provisions of this Agreement shall not be affected.

17. SUCCESSORS IN INTEREST. This Agreement shall bind and inure to the benefit of Seller and Purchaser and their respective heirs, legal representatives, successors and assigns. Whenever used, the singular shall include the plural and one gender shall include all genders.

18. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by the parties. Notwithstanding the foregoing, the parties acknowledge that the legal description contained in Exhibit "A" was prepared based upon historic chain of title information, without the benefit of a current survey of the Property. The parties

agree that if, in the opinion of Purchaser, it becomes necessary to amend the legal description of the Property to correct errors, to more properly describe the Property, to cut out portions of the Property affected by title defects that cannot be timely removed by the Seller, or to otherwise revise the legal description of the Property, the legal description to be used in the Survey (if any) and in the closing instruments required by this Agreement shall be revised by or at the direction of Purchaser, and shall be subject to the final approval of Purchaser. Anything to the contrary hereinabove notwithstanding, such a revision of the legal description of the Property shall not require a written amendment to this Agreement. In such event, the Seller's execution and delivery of the closing instruments containing the revised legal description and the Purchaser's acceptance of said instruments and of the final Survey (if any) containing the revised legal description shall constitute a full and complete ratification and acceptance of the revised legal description of the Property by the parties.

19. WAIVER. Failure of either party to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right; but the same shall remain in full force and effect.

20. AGREEMENT EFFECTIVE. This Agreement or any modification, amendment or alteration thereto, shall not be effective or binding upon any of the parties hereto until it has been executed by all of the parties after approval by the Dania Beach City Commission.

21. ADDENDUM. Any addendum attached hereto that is signed by the parties shall be deemed a part of this Agreement.

22. NOTICE. Whenever either party desires or is required to give notice unto the other, it must be given by written notice, and either delivered personally, transmitted via facsimile transmission, mailed postage prepaid, or sent by overnight courier to the appropriate address indicated on the first page of this Agreement, or such other address or electronic mail address as may be designated in writing by a party to this Agreement.

23. SURVIVAL. The covenants, warranties, representations, indemnities and undertakings of Seller set forth in this Agreement shall survive the closing, the delivery and recording of the deed described in paragraph 7. of this Agreement and Purchaser's possession of the Property.

24. APPLICABLE LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The parties hereto consent to jurisdiction and venue in Broward County, Florida, and agree that such jurisdiction and venue shall be sole and exclusive for any and all actions or disputes related to this Agreement or any related instruments.

25. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

26. INTERPRETATION. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender and neuter and vice versa. This Agreement and any related instruments shall not be construed more strictly against one party than against the other by virtue of the fact that initial drafts were made and prepared by counsel for one of the parties, it being recognized that this Agreement and any related instruments are the product of extensive negotiations between the parties hereto and that both parties hereto have contributed substantially and materially to the final preparation of this Agreement and all related instruments.

27. AUTHORITY OF PARTIES. Seller and Purchaser represent to each other that each has full power and authority to enter into and perform this Agreement, all related instruments and the documentation contemplated hereby and thereby in accordance with their respective terms and that delivery and performance of this Agreement, all related instruments and the documentation contemplated hereby and thereby has been duly authorized by all necessary action.

28. ATTORNEY'S FEES AND COSTS. In the event of any litigation between the parties arising out of this Agreement or the collection of any funds due Purchaser or Seller pursuant to this Agreement, the prevailing party shall be entitled to recover from the nonprevailing party all costs incurred, including without limitation reasonable attorneys' and paralegals' fees and costs, whether such fees and costs are incurred at trial, on appeal or in any bankruptcy proceedings.

THIS AGREEMENT IS INITIALLY TRANSMITTED TO THE SELLER AS AN OFFER. IF THIS AGREEMENT IS NOT EXECUTED BY THE SELLER ON OR BEFORE _____, 2025, THIS OFFER WILL BE VOID UNLESS THE PURCHASER, AT ITS SOLE OPTION, ELECTS TO EXTEND THIS OFFER.

THIS IS INTENDED TO BE A LEGALLY BINDING AGREEMENT ON SELLER UPON SELLER'S EXECUTION OF THE AGREEMENT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

[THE REMAINDER OF THIS PAGE INTENTIONALLY BLANK.]

SELLER:

Lawrence Barry Brown

Witness as to Seller

Date signed by Seller

Printed Name

Witness as to Seller

Printed Name

STATE OF _____)

_____)
COUNTY OF _____)

SWORN TO and subscribed before me ____ in person or ____ by electronic notarization,
this__ day of _____, 2025, by Lawrence Barry Brown. Such person(s)
(Notary Public must check applicable box)

☐ is/are personally known to me.

☐ produced a current drivers license(s).

☐ produced _____ as identification.

(NOTARY PUBLIC SEAL)

Notary Public

(Printed, Typed or Stamped Name of Notary Public)

Commission No.: _____

My Commission Expires: _____

____Purchaser____Seller

PURCHASER:

CITY OF DANIA BEACH, FLORIDA

Witness as to Purchaser

By: _____
Ana M. Garcia, City Manager

Printed Name

Witness as to Purchaser

Printed Name

APPROVED AT PUBLIC HEARING:

CITY OF DANIA BEACH, FLORIDA

By: _____
Joyce L. Davis, Mayor

ATTEST:

Elora Riera, City Clerk

APPROVED AS TO FORM:

Eve A. Boutis, City Attorney

Date Executed: _____

Purchaser _____ Seller

EXHIBIT A – LEGAL DESCRIPTION

Lots 1, 2 and 3, less the Easterly 8 feet thereof for roadway, and Lots 25 and 26, Block 2, of DANIA HEIGHTS, according to the Plat thereof, as recorded in Plat Book 3, Page 22, of the Public Records of Broward County, Florida.

Commented [KP1]: This is parcel id 5142-03-04-0080

Commented [KP2]: This is parcel id 5142-03-04-0220

Parcel Ids: 5142-03-04-0080 and 5142-03-04-0220

With a street address of: 400 S. Federal Highway, Dania Beach, FL 33004 (Broward County)

____Purchaser____Seller



City of Dania Beach Commission Memorandum

DATE: 4/22/2025

TO: Mayor and Commissioners

FROM: Eve Boutsis, City Attorney

VIA: Commissioner Lori Lewellen

SUBJECT: Resolution Regarding Funding Policy for Budgeted Events

Request:

To create a funding policy and procedure for certain special events or contributions to local entities from the general fund budget and not discretionary accounts.

Background:

As stewards of public funds, the City recognizes that the community deserves to know that sponsorship funds are going to recipients with the capacity and integrity to provide quality community services, programs and events. Members of the City Commission are authorized to expend funds to meet local needs and fill gaps in City services. This policy only applies to funding or in-kind services allocated by the Mayor and Commission to be expended by the Mayor and Commission in fiscal years when sponsorship funding is explicitly adopted in the annual operating budget.

Key Points:

- Cap of \$200,000 for all third-party events and organizations.
- Demonstrated public purpose for Dania Beach residents
- No debt to the City
- Event must be in the City
- Current nonprofit
- Matching funds
- Not to service payroll, or internal operations of the entity
- Not for politics
- Not to pay debts
- Not for closed groups
- Not for alcohol or travel (means, lodging, entertainment)
- Provide documents on non-profit and most recent tax return
- No other city funding.

Process involves vetting and final sign off by the City Commission, back up documentation on expenditures within 30 days after the event, invoices, and summary of expenditures. Failure to comply would result in a 10 year ineligibility for funding.

Budgetary Impact

No budgetary impact 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, CREATING THE CITY COMMISSION A SPENDING POLICY AND PROCEDURE FOR BUDGETED EVENTS OUTSIDE OF COMMUNITY GRANTS OR DISCRETIONARY FUNDS POLICIES; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission seeks to create a spending policy and procedure for budgeted events outside of community grant funding or discretionary grant funds; and

WHEREAS, the policy would require application, matching funds, and accountability; and

WHEREAS, the City Administration recommends amendment to the Policies to increase accountability and provide for placement on City Commission meeting agendas for approval prior to the obligation of funds for these community members or community events not funded by discretionary funds;

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

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

Section 2. That pursuant to this Resolution, the City Commission adopts a Commission spending policy and procedure for budgeted events outside of community grants or discretionary funds, which policy and procedure is attached as Exhibit “A”, and is made a part of and incorporated into this Resolution by this reference.

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

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

SIGNATURES ON THE FOLLOWING PAGE

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

EXHIBIT “A”

CITY OF DANIA BEACH COMMISSION SPENDING POLICY AND PROCEDURES

Introduction

As stewards of public funds, the City recognizes that the community deserves to know that sponsorship funds are going to recipients with the capacity and integrity to provide quality community services, programs and events. Members of the City Commission are authorized to expend funds to meet local needs and fill gaps in City services.

Policy

This policy only applies to funding or in-kind services allocated by the Mayor and Commission to be expended by the Mayor and Commission in fiscal years when sponsorship funding is explicitly adopted in the annual operating budget. This policy shall apply when City Commission members act in their official capacity as members of the Commission or proposed for the annual budget of the City.

Cap

A recommended cap of funding for this spending policy for all uses is a total of \$200,000.

Purpose

The City hereby expressly acknowledges its responsibility to wisely administer limited public resources and to expend them only when there is a substantial benefit to the City and its residents. To conserve City resources and keep expenses within community standards for public officials, expenditures shall adhere to the rules and guidelines set forth in this policy. Allocated funds are only for a public purpose and may not support political activities (including but not limited to lobbying, campaigns or endorsements) and/or private interests.

Demonstrating Public Purpose

All public funds, no matter how awarded, must be used for a public purpose. In general, a public purpose is defined as an activity or service that promotes the public health, safety, morals, general welfare, security, prosperity, and contentment of all the inhabitants or residents of Dania Beach and is open and accessible to all public members regardless of race, creed, gender, sexual orientation, religious affiliation, etc., without restriction. It is imperative for the entity requesting funding to demonstrate the benefit that funded programs or services will have on the Dania Beach Community.

Where it is appropriate for the City to allocate public funds are as follows:

- When an entity provides a service that complements or enhances a service that the City also provides;
- When there is an identifiable secondary or indirect benefit to City residents; and,
- When the entity provides a service to augment/complement City events, services or programs, or events associated with the city, or using City facilities or roads.

Eligibility Standards

Eligibility: To be eligible for funding, the requestor:

- Must be located within the City of Dania Beach or provide community, environmental, or social services to the Dania Beach community or support a city initiative.
- Must directly provide the Dania Beach community service(s) for which the City funds are sought;
- Must have no outstanding debt due to the City.
- Must not be financially dependent upon receiving City support to meet the budget and operational requirements of the organization (i.e.: paying taxes, payroll, rent).
- Is a recognized entity in good standing by the Florida Secretary of State, Secretary of State, and the Federal Internal Revenue Service, if applicable
- Must have a current Dania Beach Business License, if applicable.
- Must have matching funds.

Ineligibility:

City funds may not be used for any of the following activities unless expressly authorized by the Commission:

- Individuals;
- For Services which are primarily commercial, religious or political in nature;
- Closed membership groups – those to which membership is restricted or subject to eligibility based upon prohibited factors – may generally not receive funding. Groups that serve a particular population – for example, youth aged 12 to 16 in a particular community – are not considered a closed membership group, as long as the program is open and accessible to all youth within that age bracket in the community.
- Using funds to challenge City activities, plans, or actions; or

- The payment of outstanding debts
- The purchase of alcoholic beverages.
- Travel, meals, lodging, or entertainment expenses.
- Funding scholarships or grants for non-Dania Beach residents. The application and contact shall require, before distribution of grant or scholarship funds that recipient be a resident of Dania Beach at least 12 months prior to applying for the scholarship or grant).
- Permanent improvements to any non-City owned structure or property so that it becomes an integral part of the real property, and its removal would do harm to the building or land, including those improvements that are bolted, nailed, screwed, or wired into the wall, ceiling, or floor.

Procedures

- A. Councilmembers or city staff shall complete and submit applications by June 1 of each fiscal year to allow staff sufficient time to evaluate the applications. Each application shall include the entity, event, program or service and detail, purpose, partner associations or organizations, sponsors, municipal purpose, benefit to the public and comply with all applicable terms and conditions contained therein, including the requirement that outside vendors shall be required to meet the City's minimum insurance requirements.
- B. Required Attachments:
 - Current organization operating budget reflecting sources and amounts of income and expenditures for the organization as a whole, not just the program outlined in the application.
 - IRS determination letter indicating the organization's 501(c)(3) charitable status (if applicable)
 - Certificate of Good Standing from the Secretary of State's Office.
 - Current list of board of directors
 - Most recent tax return.
 - City of Dania Beach business license.
- C. Staff will review the application to determine whether the application satisfies a public purpose and should be considered for funding. Staff will only bring forward applications that meet the minimum requirements stated in the policy.
- D. The City shall create a written contract to be executed by the organization, ensuring that they agree to comply with the City's terms and conditions of this policy.

- E. Any budgeted amounts established by the City Commission shall adhere to following guidelines:
- 1) The funds should not be considered in addition to any grant funds allocated through the grant program or discretionary funds. Organizations cannot apply for grant or discretionary funds and have the additional amounts per budget.
 - 2) The funds must not exceed the allocated amount specified in the budget, there cannot be any overages approved or requested of the City. If requested, a 4/5 vote of the City Commission would be required for overage requests.

Vetting of Application

All organizations must demonstrate eligibility and integrity in order to receive sponsorship funding. The city's vetting process includes, but is not limited to the following:

- Not-For-Profit Business Records Searches.
 - News article searches.
 - Potential conflicts of interest.
 - Tax Warrant database searches.
 - Not-for-profit entity status.
 - Compliance with State Charity registration requirements or certification that the organization is exempt from the registration requirements.
 - Active Federal Employer Identification Number (EIN) from the IRS.
 - Current IRS tax exempt status.
 - Past evaluations of contract performance; and
 - Review of organizations' use and public purpose of funds.
- A. If staff cannot determine after the initial review whether the application satisfies the eligibility requirements enumerated in this policy, program staff should consult with the City Manager.
- B. A report summarizing the eligible applications will be submitted by staff to the City Manager for review and placement on a City Commission meeting agenda for final action/approval.

Post Funding Requirements

Each awarded entity shall submit a reasonably detailed report, with receipts and proof of expenditures of the funds and proper backup documentation to substantiate those funds were expended appropriately. The report shall be submitted within 30 days of the end of the project or by September 30 of the fiscal year in which funds were awarded. Mandatory documentation is as follows:

- Invoices/receipts documenting the expenditure of funds; and
- A summary that explains all expenditures, including how they specifically benefited Dania Beach residents, may include pictures or other documents illustrating the use of the funds.

If funds are not expended in accordance with the City's Request and Approval Process, the awardee will be required to refund the award. The City reserves the right to request additional backup information to substantiate how funds received from the City were expended. Failure to spend the funds within the approved fiscal year, to provide proper documentation, and/or to utilize the funds for the intended purpose may jeopardize future funding opportunities.

Failure to Comply with Policy, Procedure or Required Documents

Failure to comply with the City's policy, procedures and any required documents (relating to expenditures, applications, eligibility, etc.) shall result in the applicant's loss of funding eligibility for 10 years. The City may also seek reimbursement of distributed funds.

EFFECTIVE DATE

This policy shall become effective upon adoption by the City Commission.



City of Dania Beach City Clerk Memorandum

DATE: 4/22/2025

TO: Mayor and Commissioners

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

VIA: Elora Riera, MMC, City Clerk

SUBJECT: Follow-Up Discussion Regarding the Broward County Aviation Department's Airport Noise Abatement Committee

Request:

Seeking guidance from the City Commission on the possible appointments to the Broward County Aviation Department's Airport Noise Abatement Committee

Background:

Based on our discussions during the March 31st Commission meeting, I reached out to Winston Cannicle from the Broward County Aviation Department to receive answers to the questions you had. Attached is the map of the site locations and addresses of the noise monitor locations. The sites assigned to Dania Beach are numbers 2, 3, 4, and 5. The addresses are also below:

Site 2 - 4548 SW 37th Ave, Dania Beach, FL 33312

Site 3 - 4609 SW 28th Ave, Dania Beach, FL 33312

Site 4 - 805-B NW 13th Ave, Dania Bch, FL 33004

Site 5 - 325 NE 3rd Ave, Dania Beach, FL 33004

Below are the questions and answers Mr. Cannicle provided:

Question: Do we need to appoint 4 representatives to the committee? Can it be less or just 1 representative?

Answer: 4 representatives are needed, 1 representative for each of the 4 noise monitor locations

Question: As for the noise sites 2, 3, 4, and 5 can you please provide some explanation on what those sites are and where they are located?

Answer: These are noise monitoring sites that located in Dania Beach, attached is a map showing locations each of the noise site, along with the addresses for each location. Also attached is the ANAC Charter Summary listing the names of the current representatives for each of the sites in Dania Beach (#2, #3, #4, #5). As noted before, we have not heard from these representatives and as a result, have reached out to the City to see if they would want to appoint new representatives or provide updated information for these representatives.

As for the representatives, their charter states the following:

- Eleven (11) representatives of affected residential neighborhoods in the FLL environs

The community representatives will come from neighborhoods generally covered by the permanent noise monitor locations. The Noise Information Officer will notify ANAC if a vacancy exists in any category. The ANAC members will assist in recruiting new members.

If Commissioner Lewellen still wishes to volunteer as a representative (site #3), we will need three (3) more representatives to serve. We have reached out to the prior members of the Airport Advisory Board and are awaiting responses.

As of April 15th, we have only heard back from one prior board member who is interested, however, she is not within the boundary of any of the sites. Mr. Cannicle stated that if we have trouble finding representatives to serve, she may serve.

Budgetary Impact

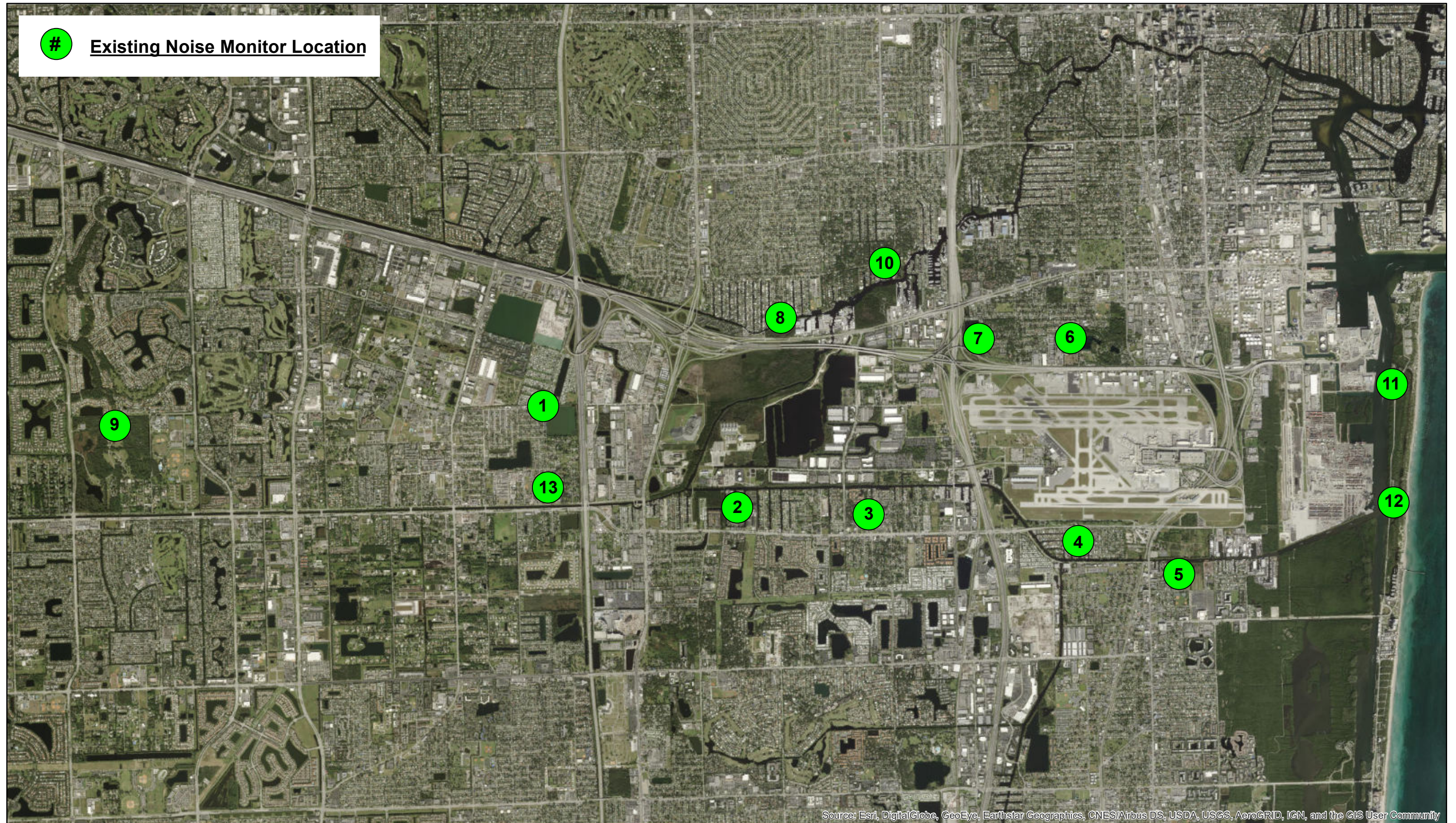
None

Recommendation

Seeking guidance from the City Commission on the possible appointments to the Broward County Aviation Department's Airport Noise Abatement Committee.



Existing Noise Monitor Location



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



FORT LAUDERDALE - HOLLYWOOD INTERNATIONAL AIRPORT (FLL)
BROWARD COUNTY AVIATION DEPARTMENT
PERMANENT REMOTE NOISE MONITORING TERMINALS

0 0.375 0.75 1.5 Miles



Permanent Noise Monitor (RMT) Addresses for FLL

<u>RMT#</u>	<u>Address</u>
1	3640 SW 55 th Ave, Davie, FL 33314
2	4548 SW 37 th Ave, Dania Beach, FL 33312
3	4609 SW 28 th Ave, Dania Beach, FL 33312
4	805-B NW 13 th Ave, Dania Bch, FL 33004
5	325 NE 3 rd Ave, Dania Beach, FL 33004
6	1041 SW 32 nd Ct, Ft Laud, FL 33315
7	1750 SW 32 nd St, Ft Laud, FL 33315
8	3411 SW 27 th St, Ft Laud, FL 33312
9	3900 SW 100 th Ave, Davie, FL 33328
10	2343 SW 27 th Ave, Ft. Laud, FL 33312
11	6503 N Ocean Dr., Hollywood FL 33019 (Von D. Mizell and Eula Johnson State Park)
12	6503 N Ocean Dr., Hollywood FL 33019 (Von D. Mizell and Eula Johnson State Park)
13	4300 SW 55 th Ave, Davie, FL 33314



Broward County Aviation Department Airport Noise Abatement Committee (ANAC) Charter

INTRODUCTION

The Broward County Aviation Department (BCAD) is committed to minimizing current and potential noise-related effects of operations at Fort Lauderdale-Hollywood International Airport (FLL). In 1992, the BCAD established the Airport Noise Abatement Committee (ANAC) to serve as the primary mechanism for noise-related communications with and among all potentially affected and interested parties. This Charter defines the ANAC's purpose, responsibilities, membership, and meeting structure.

PURPOSE

The ANAC provides community and aviation industry interests with a public forum to cooperatively monitor and review aircraft-noise-related issues affecting neighborhoods surrounding FLL, and to recommend actions for the Broward County Director of Aviation to take to maximize the effectiveness of the Noise Compatibility Program, as implemented.

RESPONSIBILITIES

The Committee has the following responsibilities:

- Provide a forum for objective discussion of noise-related issues affecting neighborhoods surrounding FLL.
- Monitor noise-related trends based on reports from the FLL monitoring system and other information sources.
- Monitor implementation of noise abatement and land use mitigation elements of the FLL Noise Compatibility Program
- Recommend appropriate steps to involve and inform the broadest possible range of community and aviation industry interests regarding FLL noise-related issues.
- Maintain communications to and from the groups that committee members represent.
- Make recommendations to the Broward County Director of Aviation regarding steps to take to enhance the effectiveness of FLL Noise Compatibility Program and otherwise minimize noise-related impacts.
- Other actions that the members agree will support the ANAC's defined purpose.

MEMBERSHIP

The ANAC consists of 20 members:

- Sixteen (16) voting members
 - Eleven (11) representatives of affected residential neighborhoods in the FLL environs
 - Five (5) aviation industry representatives (including operators, pilots, and users)
- Three (3) ex-officio (non-voting), advisory members:
 - The BCAD Noise Information Officer
 - The Federal Aviation Administration (FAA) Tower Manager at FLL (or designee)
 - The BCAD's on-call acoustical consultant
- A neutral, third-party chairperson approved by a majority of all voting members.

The community representatives will come from neighborhoods generally covered by the permanent noise monitor locations. The Noise Information Officer will notify ANAC if a vacancy exists in any category. The ANAC members will assist in recruiting new members.

The ANAC may establish subcommittees should the need arise.

MEETINGS

The regular ANAC schedule will include quarterly meetings, on the second Monday of the month (March, June, September, and December). Meetings normally are held at the BCAD offices at FLL - Airport Commerce Park - Conference Room D, 4101 Ravenswood Road, Suite 404 at 6 p.m.

The Chairperson may call special meetings, or revise the meeting dates, time, and location; the BCAD will publicize the dates, times, and locations of such special or revised meetings at least one week in advance, using the ANAC mailing list.

The meetings will generally follow Robert's Rules of Order.

ANAC meetings may proceed with any number of members in attendance. However, in order for votes to be official, a quorum comprised of a minimum of four community and two aviation industry members (six total) must be in attendance.

The BCAD will prepare summary (non-verbatim) minutes, and attendance lists for each meeting. The BCAD will distribute the draft minutes and attendance lists. The ANAC will approve the minutes from previous meetings at the next meeting with a quorum.

The ANAC mailing list shall include Committee members, meeting attendees who provide addresses, and other parties who request that they be on the mailing list.

ANAC meetings will be open to all interested parties. Each meeting will include an opportunity for public comments.

ANAC REPRESENTATIVES:

ANAC Chairperson

(Vacant)

RMT#1:

Ernie Siegrist

RMT#2:

Gary Luedtke

Richard C. Pfenniger (alternate)

RMT#3:

Pat Wright

Randy Wright (alternate)

RMT#4:

Micheline Peacock

RMT#5:

Rae Sandler

AVIATION INDUSTRY:

Southwest Airlines

Delta Airlines

Spirit Airlines

Jet Blue Airways

Fix Based Operators (FBOs)

RMT#6:

Tom Gongola

Alan Scharf (alternate)

RMT#7:

(Vacant)

RMT#8:

Angelina Pluzhnyk

Dick Cahoon (alternate)

RMT#9:

Duncan Bossle

RMT#10:

Debra Van Valkenburgh

Richard Reasoner (alternate)

RMT 11:

Eric Ram

Frank Derisi (alternate)

EX-OFFICIO:

Winston Cannicle (BCAD Noise Officer)

FLL ATCT Manager (FAA)

HMMH (on-call Noise Consultant)