AGENDA
DANIA BEACH CITY COMMISSION
REGULAR MEETING
TUESDAY, FEBRUARY 10, 2026 - 7:00 PM

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

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

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

IN CONSIDERATION OF OTHERS, WE ASK THAT YOU:

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

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

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

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

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

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

ADDENDUM NO. 1

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

1. CALL TO ORDER/ROLL CALL

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

3. PRESENTATIONS AND SPECIAL EVENT APPROVALS

1. ~~Pack 954, Webelos - Cub Scouts — Introduction — *Sponsored by Commissioner Rimoli*~~

2. Request for Proclamation Approval:

    - National Government Communicators Day — February 20, 2026 — Marketing *& Communications Division*
    - Mickey Marino — 100th Birthday — *Sponsored by Mayor Davis*

4. PROCLAMATIONS

1. Black History Month - February 2026 - *Sponsored by Mayor Davis*

2. Mr. Mickey Marino — Celebrating his 100th Birthday — *Sponsored by Mayor Davis*

5. ADMINISTRATIVE REPORTS

1. City Manager

2. City Attorney

3. City Clerk - Reminders:
   - February 24, 2026 - City Commission Meeting - 7 p.m.
   - March 10, 2026 - CRA Board Meeting - 6 p.m.
   - March 10, 2026 - 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: January 13, 2026 Regular City Commission Meeting

2. Travel Requests: None

3. Request for Use of Discretionary Funds — Broward County Waterway Cleanup, Dania Beach, March 7, 2026 — Event Fee - *Sponsored by Mayor Davis*

4. Request for Use of Discretionary Funds — Prestige Club — Anti-Bullying Program at Collins and Dania Beach Elementary Schools — *Sponsored by Vice Mayor Salvino*

5. RESOLUTION NO. 2026-_____

   A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER OR DESIGNEE TO NEGOTIATE AND EXECUTE CONTINUING SERVICES AGREEMENTS WITH THE FIRMS IDENTIFIED IN EXHIBIT "A", WHICH WERE PREVIOUSLY RANKED AND APPROVED PURSUANT TO RESOLUTION NO. 2026-007 AND REQUEST FOR QUALIFICATIONS NO. 25-028, FOR ARCHITECTURE, LANDSCAPE ARCHITECTURE, ENGINEERING, AND RELATED PROFESSIONAL CONSULTING SERVICES UNDER THE CONSULTANTS' COMPETITIVE NEGOTIATION ACT ("CCNA"); WHICH SOME PROJECTS ISSUED UNDER THIS AGREEMENT MAY EXCEED THE CITY'S ANNUAL VENDOR THRESHOLD TOTAL AMOUNT OF FIFTY THOUSAND DOLLARS ($50,000.00); PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

6. RESOLUTION NO. 2026-_____

   A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, REVISING AND UPDATING THE SCHEDULE OF BUILDING PERMIT AND OTHER DEPARTMENT FEES, PURSUANT TO ARTICLE I, SECTION 8-3, ENTITLED "BUILDING PERMIT FEES" OF CHAPTER 8, ENTITLED "BUILDING", OF THE CITY'S CODE OF ORDINANCES; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

7. RESOLUTION NO. 2026-_____

   A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE MODIFICATION NO. SIX TO THE SUBGRANT AGREEMENT BETWEEN THE CITY OF DANIA BEACH AND THE STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT FOR A SIX-MONTH EXTENSION TO THE GRANT FOR THE CREATION OF A WATERSHED MASTER PLAN; PROVIDING FOR CONFLICTS; FURTHER PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

8. RESOLUTION NO. 2026-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AMENDMENT NO. 6 TO THE MASTER RESEARCH AGREEMENT BETWEEN THE CITY OF DANIA BEACH AND FLORIDA ATLANTIC UNIVERSITY (FAU), TO REQUEST AN ADDITIONAL SIX-MONTH EXTENSION TO THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT GRANT, SO THAT FAU MAY COMPLETE THE WATERSHED MASTER PLAN; PROVIDING FOR CONFLICTS; FURTHER PROVIDING FOR AN EFFECTIVE DATE.*(Community Development)*

9. RESOLUTION NO. 2026-_____

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

10. RESOLUTION NO. 2026-_____

    A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING AN FOURTH AMENDMENT TO THE JANITORIAL SERVICES AGREEMENT AWARDED VIA INVITATION TO BID ("ITB") NO. 21-027, ENTITLED "JANITORIAL SERVICES" WITH CLEAN SPACE, INC. TO INCREASE THE JANITORIAL SERVICES RATE CHARGED BY THREE AND A HALF PERCENT (3.5%) TO HELP OFFSET AN APPROXIMATELY EIGHT PERCENT (8%) INCREASE IN THE FLORIDA MINIMUM WAGE FOR FISCAL YEAR 2026 AND AN ADDITIONAL THREE AND A HALF PERCENT (3.5%) INCREASE FOR 2027 THROUGH THE END OF THE AGREEMENT, PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

11. RESOLUTION NO. 2026-_____

    A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PURCHASE OF TWO (2) EMERGENCY GENERATORS, ONE (1) FOR CITY HALL AND ONE (1) FOR FIRE STATION NO. 1, UTILIZING SOURCEWELL CONTRACT NO. 092222-GNR WITH GENERAC POWER SYSTEMS, INC., AND ITS AUTHORIZED RETAILER, GENSET SERVICES, INC.; AUTHORIZING A "FIRST AMENDMENT TO SOURCEWELL PARTICIPATING ADDENDUM"; AND ACKNOWLEDGING THAT THE FUNDING OF THE GENERATORS SHALL EXCEED THE ANNUAL VENDOR THRESHOLD OF FIFTY THOUSAND DOLLARS ($50,000.00); AUTHORIZING SUCH PURCHASES TO BE MADE WITHIN THE RESPECTIVE DEPARTMENTS' APPROVED BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

9. BIDS AND REQUESTS FOR PROPOSALS

1. RESOLUTION NO. 2026-____

   A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF INVITATION TO BID ("ITB") NO. 25-025, ENTITLED "LIFT STATION NO. 4 MITIGATION PROJECT" TO SOUTHERN UNDERGROUND INDUSTRIES, INC. IN AN AMOUNT NOT TO EXCEED TWO MILLION EIGHT HUNDRED SIXTY-NINE THOUSAND FIVE HUNDRED FIFTY-SIX DOLLARS AND 75/100 ($2,869,556.75); PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

2. RESOLUTION NO. 2026-_____

   A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF INVITATION TO BID ("ITB") NO. 25-026, ENTITLED "LIFT STATION NO. 6 MITIGATION PROJECT," TO SOUTHERN UNDERGROUND INDUSTRIES, INC., IN AN AMOUNT NOT TO EXCEED THREE MILLION TWO HUNDRED THIRTY-FIVE THOUSAND FIVE HUNDRED TWENTY-ONE DOLLARS AND 92/100 ($3,235,521.92); PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

3. RESOLUTION NO. 2026-_____

   A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE BID AWARD FOR REQUEST FOR PROPOSALS ("RFP") NO. 25-032, ENTITLED "BEACH CLEANING SERVICES" AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH BEACH RAKER, LLC.; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.(*Parks and Recreation)*

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 REQUEST OF A WAIVER OF A REPLAT (OT-035-24) SUBMITTED BY THE PROPERTY OWNER, SUNDAY SCURA JR, FOR PROPERTY LOCATED AT 213-225 NW 1ST AVENUE, IN THE CITY OF DANIA BEACH, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

11. FIRST READING ORDINANCES

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

1. *(THIS ITEM IS TO BE RESCHEDULED TO BE HEARD ON FEBRUARY 24, 2026 AT 7:00 P.M.)*
   ORDINANCE NO. 2026-_____

   AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF CITY FUNDS EXCEEDING ONE MILLION DOLLARS ($1,000,000.00), TO FUND THE WATER TREATMENT PLANT CHEMICAL FEED SYSTEM REPLACEMENT; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

2. ORDINANCE NO. 2026-_____

   AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 28, ENTITLED "LAND DEVELOPMENT CODE", PART 1 ENTITLED "USE REGULATIONS," AT ARTICLE 105, ENTITLED "USE REGULATIONS FOR RESIDENTIAL AND OPEN SPACE ZONING DISTRICTS" AT SECTION 105-20 TO AMEND THE USE SCHEDULE TO INCLUDE FOWL WITHIN CERTAIN DISTRICT REGULATIONS; AND CREATING SECTION 105-270 ENTITLED "FOWL" TO CREATE MAINTENANCE AND ENFORCEMENT REGULATIONS RELATING TO HOUSING OF FOWL; AND AMENDING PART 7, ENTITLED CODE ADMINISTRATION; ARTICLE 725, ENTITLED "DEFINITIONS", AT SECTION 725-30 ENTITLED "TERMS DEFINED" TO PROVIDE DEFINITIONS RELATING TO FOWL; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; CODIFICATION; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.*(Sponsored by Commissioner Ryan/Community Development)*

3. ORDINANCE NO. 2026-_____

   AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, REPEALING CHAPTER 22 ENTITLED "STREETS AND SIDEWALKS", AT ARTICLE V, ENTITLED "GENERAL REGULATIONS" AT SECTION 22-96, ENTITLED "SHOPPING CART RETENTION AND RETRIEVAL", AS THE REGULATION OF SHOPPING CARTS HAS BEEN PREEMPTED BY THE STATE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY;

FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(City Attorney)*

12. SECOND READING ORDINANCES

1. ORDINANCE NO. 2026-____

   AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF CITY FUNDS EXCEEDING ONE MILLION DOLLARS ($1,000,000.00), TO FUND THE LIFT STATION 4 MITIGATION PROJECT; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

2. ORDINANCE NO. 2026-____

   AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF CITY FUNDS EXCEEDING ONE MILLION DOLLARS ($1,000,000.00), TO FUND THE LIFT STATION 6 MITIGATION PROJECT; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

3. ORDINANCE NO. 2026-_____

   AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, PURSUANT TO THE REQUIREMENTS OF SECTION 655-40 OF THE LAND DEVELOPMENT CODE (LDC) APPROVING THE RIGHT-OF-WAY(ROW) VACATION REQUEST (VC-023-25), WHICH RIGHT OF WAY IS GENERALLY DESCRIBED AS NW 3 AVE (FORMERLY EAST RAILWAY AVENUE BY THE PLAT) SUBMITTED BY THE APPLICANT/ADJACENT PROPERTY OWNER, SUNDAY SCURA JR, FOR THE ROW PROPERTY GENERALLY LOCATED BETWEEN THE FLORIDA EAST COAST RAILWAY AND APPLICANT'S PROPERTY WHICH ROW CONSISTS OF APPROXIMATELY 104 BY 40 FEET LYING WEST OF THE APPLICANTS' PROPERTY LOCATED AT 213-225 NW 1 AVENUE WITHIN THE CITY OF DANIA BEACH, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

4. ORDINANCE NO. 2026-_____

   AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 28, ENTITLED "LAND DEVELOPMENT CODE"; AT ARTICLE 725, ENTITLED "DEFINITIONS," TO AMEND SECTION 725-30, ENTITLED "TERMS DEFINED", TO INCLUDE THE

DEFINITION FOR CERTIFIED RECOVERY RESIDENCE; AND AMENDING PART 1, ENTITLED "USE REGULATIONS", ARTICLE 105, ENTITLED "USE REGULATIONS FOR RESIDENTIAL AND OPEN SPACE ZONING"; AMENDING ARTICLE 110. USE REGULATIONS FOR COMMERCIAL AND MIXED-USE DISTRICTS, AT SECTION 110-20, ENTITLED "LIST OF PERMITTED, SPECIAL EXCEPTION AND PROHIBITED USES"; AND AMENDING PART 3, ENTITLED "SPECIAL ZONING DISTRICTS", SUB-PART 1, ENTITLED "COMMUNITY REDEVELOPMENT AREA (CRA) FORM-BASED ZONING DISTRICTS", AT ARTICLE 302 ENTITLED "DETAILED USE REGULATIONS"; AT SECTION 302-10, ENTITLED "PERMITTED, SPECIAL EXCEPTION AND PROHIBITED USES" TO INCLUDE ZONING DISTRICT USE REGULATIONS FOR CERTIFIED RECOVERY RESIDENCES, IN ORDER TO UPDATE THE CITY CODE CONSISTENT WITH STATE LAW UNDER "LAW OF FLORIDA 2025-182", EFFECTIVE JANUARY 1, 2025; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.*(Community Development/City Attorney)*

5. ORDINANCE NO. 2026-_____

   AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 28, ENTITLED "LAND DEVELOPMENT CODE"; AT PART 1, ENTITLED "USE REGULATIONS", ARTICLE 105, ENTITLED "USE REGULATIONS FOR RESIDENTIAL AND OPEN SPACE ZONING", TO MODIFY SECTION 105-250, ENTITLED "REASONABLE ACCOMMODATION PROCEDURES," TO UPDATE THE CITY'S REASONABLE ACCOMMODATION PROCURES RELATING TO RECOVERY CENTERS, ENSURING WRITTEN APPLICATION; 60 DAY REVIEW PROCESS; AND UPDATING THE CITY CODE CONSISTENT WITH STATE LAW UNDER "LAW OF FLORIDA 2025-182", EFFECTIVE JANUARY 1, 2025; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development/City Attorney)*

13. DISCUSSION AND POSSIBLE ACTION

1. Request to Sponsor/Waive IT Parker Community Center Rental Fees — Celebrating Deputy Eric Hoff for 26 Years of Service to BSO - March 21, 2026 — *Sponsored by Mayor Davis*

14. APPOINTMENTS

1. - Dania Beach Housing Authority Board - 1 vacancy - Mayor Davis

15. COMMISSION COMMENTS

16. ADJOURNMENT

CITY OF DANIA BEACH

OFFICE OF THE CITY MANGER

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

MEMORANDUM

Date: February 10, 2026

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

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

Subject: Manager's Report

As of February 1st, our DAD Valentine's event, scheduled for Saturday, February 7th, is officially sold out! Dinner at the Hall is one of our newer initiatives that has become a crowd favorite.

Our Frost Park new courts construction project is moving along quickly, and we anticipate the project to be completed by early March. We will work closely with our Parks and Recreation special events team and Maxine to provide a couple of dates to schedule a ribbon cutting event for the 2nd week of March.

Another exciting project that is moving forward as the result of our efforts in Tallahassee is the Chester Byrd Park renovations. The surveying is complete and now we have commenced with civil engineering and laying out the utilities at the site. We will keep you updated on the progress.

On Tuesday, February 3rd, I will be meeting with Dr. Cali Curly, Director of Graduate Studies at the University of Miami. One of the topics of our conversation will be my desire to cast a wider net regarding our internship program. Dr. Curly leads the master's in public administration and master's in public policy at the University. I am very proud to report that one of our interns George Alderman that worked very closely with my office and various key departments during the COVID crisis is now the Deputy Press Secretary for NASA. Time with university students and graduates is mutually beneficial.

Another very exciting and anticipated project, the Olsen Park design, is complete, and we are preparing a bid for construction. This week we will be meeting with our Parks and Recreation Director, and our CFO, to map out our funding strategy to present to you. The funding for this project comes from new construction impact fees. In the meantime, we want you all to think of possible names for this future park. We will be adding 7 more acres of green space and recreation in an area of our City that is booming and where our population is growing.

The CW Thomas ribbon cutting ceremony is set for Thursday, February 12th, at 5:00 p.m. All of you, our residents and visitors will be amazed by this first-class state-of-the-art facility.

Last month I hosted our board meeting for the Greater Ft. Lauderdale Alliance and Mayor Davis welcomed over 80 employees and board members to our City at the beautiful IT Parker Center. We have been seizing every opportunity to showcase this beautiful facility. Our guests were extremely impressed as it was a beautiful day, and all these beautiful boats and yachts kept going by as if we had coordinated everything.

Another new initiative that we are putting the final touches on is our Black History Month reception taking place from 5:00 p.m. – 7:00 p.m. at our City Hall atrium on February 24th prior to our Commission meeting. This will be a festive environment as all the youth (winners of our Dr. MLK essay and art contest) and their families will be present.

The 34th Terrace Drainage Project due west of the Greek restaurant and north of Griffin Road is moving swiftly and nearing completion. We anticipate this critical project to be completed by end of March.

Deputy City Manager Sosa-Cruz and I will be incorporating the old Jimmie's Chocolate property as a topic of discussion at our CRA workshop where a short-term plan to spruce up will be discussed as well as possible long-term options incorporating your ideas.

This is truly an exciting and important time in the history of our City as a multitude of projects and initiatives are underway and/or being successfully completed citywide. I look around at other cities and follow them on social media, and no City is experiencing the transformation that is happening in our beloved Dania Beach. Grateful to all of you and our remarkable City Team.

City of Dania Beach
100 West Dania Beach Blvd
Dania Beach, Florida 33004
Thursday, February 12,2026

Special Magistrate Agenda

Case #	Status	Hearing Type	Property Address	Cited Party	Default Inspector
2024-00000021	Active	H-CONFIRMATION - Confirmation Hearing	245 SW 1 AVE	KURT D ELY EST	Alberto Chavarria
2024-00000616	Active	H-EXTENSION - Extension Hearing	299 SW 9 ST	ROBERT M YOUNG	Alberto Chavarria
2024-00001009	Active	H-ABATEMENT - Abatement Hearing	222 NW 14 WAY	TORRES, ANDREA ELISA TORRES, CHRISTIAN	Alberto Chavarria
2025-00000547	Active	H-ABATEMENT - Abatement Hearing	604 SW 2 AVE	604 SW 2ND AVE LLC	Alberto Chavarria
2025-00001045	Active	H-FORECLOSURE - Foreclosure Hearing	36 SW 11 ST	KIBIZOFF, GARY STEVEN	Alberto Chavarria
2025-00001426	Active	H-FIRST HEARING - First Hearing	213 SW 2 ST	FONTUS CAPITAL LLC	Alberto Chavarria
2025-00001431	Active	H-FIRST HEARING - First Hearing	225 SW 6 ST	JOANNA KLEIN	Alberto Chavarria
2025-00001489	Active	H-FIRST HEARING - First Hearing	42 SW 16 ST	JAFARMADAR, HOSSEIN & NILCHIAN, NASRIN	Alberto Chavarria
2025-00001513	Active	H-FIRST HEARING - First Hearing	48 SW 16 ST	JAFARMADAR, HOSSEIN & NILCHIAN, NASRIN	Alberto Chavarria
2025-00001581	Active	H-FIRST HEARING - First Hearing	599 SW 12 AVE	TREVI CAPITAL LLC	Alberto Chavarria
2025-00001632	Active	H-FIRST HEARING - First Hearing	4546 SW 51 ST	SHLOMI MAWARDI	Alberto Chavarria
2025-00001938	Active	H-FIRST HEARING - First Hearing	4851 SW 44 AVE	ENTONCE EL TOTO LLC	Alberto Chavarria

Special Magistrate Agenda

2022-00001543	Active	H-CONFIRMATION - Confirmation Hearing	4151 STIRLING RD	OAKS CONDO ASSN INC OF BRO	Andre Smith
2025-00001319	Active	H-FIRST HEARING - First Hearing	5511 WOODLAND LN	L'CHAIM FARM LLC	Andre Smith
2025-00001322	Active	H-FIRST HEARING - First Hearing	4271 SW 49 CT	VICTORIA E H GONZALES REV TR & OWINGS, MERI	Andre Smith
2025-00001325	Active	H-FIRST HEARING - First Hearing	4285 SW 48 CT	HEN, NAVA YONA HEN, YONATHAN	Andre Smith
2025-00001385	Active	H-FIRST HEARING - First Hearing	4651 SW 43 TER B	INA MITSKEVICH & ZHANNA MITSKEVICH	Andre Smith
2025-00001386	Active	H-FIRST HEARING - First Hearing	4032 SW 52 ST	HAIM BENSIMON & ETTI BENSIMON	Andre Smith
2025-00001398	Active	H-FIRST HEARING - First Hearing	4119 SW 49 ST	SEBASTIAN BURGOS	Andre Smith
2025-00001449	Active	H-FIRST HEARING - First Hearing	4101 SW 48 CT	ELIRAN DAMRI & GILAD SHAMIR	Andre Smith
2025-00001457	Active	H-FIRST HEARING - First Hearing	4530 SW 43 AVE	FAULKNER, BARBARA	Andre Smith
2025-00001478	Active	H-FIRST HEARING - First Hearing	5414 SW 43 TER	QUINONES, FELIX M H/E PASKALEVA, MILA	Andre Smith
2025-00001503	Active	H-FIRST HEARING - First Hearing	4855 SW 41 AVE	IRIS I RIVERA	Andre Smith
2025-00001529	Active	H-FIRST HEARING - First Hearing	4089 SW 52 ST	GAL HAMO	Andre Smith

Special Magistrate Agenda

2025-00001530	Active	H-FIRST HEARING - First Hearing	4073 SW 52 ST	NADAV IZHAKI	Andre Smith
2025-00001537	Active	H-FIRST HEARING - First Hearing	5229 SW 43 TER	MAIKEL ROQ RUANO & YITZHAK RIVERO	Andre Smith
2025-00001538	Active	H-FIRST HEARING - First Hearing	4691A SW 43 TER	GERALD TIBERIS & SYLVIE BOLTE	Andre Smith
2025-00001539	Active	H-FIRST HEARING - First Hearing	4117 SW 52 ST	OR PINHAS INC	Andre Smith
2025-00001548	Active	H-FIRST HEARING - First Hearing	4520 SW 43 AVE	FINE LINE PROPERTY HOLDINGS LLC	Andre Smith
2025-00001552	Active	H-FIRST HEARING - First Hearing	5331 SW 43 TER	EMERALD PALMS VENTURE LP	Andre Smith
2022-00000107	Active	H-ABATEMENT - Abatement Hearing	326 SW 16 ST	16TH STREET REALTY LLC	Anson Westberry
2024-00000534	Active	H-ABATEMENT - Abatement Hearing	713 NW 7 ST	NGUYEN, DUNG H/E NGUYEN, NHI THI HONG	Anson Westberry
2024-00000728	Active	H-CONFIRMATION - Confirmation Hearing	414 SE 5 ST	MORALES, EUGENIA GARAY, RANDOLPH	Anson Westberry
2024-00000947	Active	H-EXTENSION - Extension Hearing	2150 NE 7 AVE #EV	HERTZ REALTY CORP ATTN: TAX DEPT	Anson Westberry
2024-00001099	Active	H-CONFIRMATION - Confirmation Hearing	414 SE 5 ST	MORALES, EUGENIA GARAY, RANDOLPH	Anson Westberry
2024-00001100	Active	H-CONFIRMATION - Confirmation Hearing	414 SE 5 ST	MORALES, EUGENIA	Anson Westberry
2024-00001839	Active	H-ABATEMENT - Abatement Hearing	209 NW 7 AVE	MONICA B REYES	Anson Westberry

Special Magistrate Agenda

2024-00001899	Active	H-ABATEMENT - Abatement Hearing	217 NW 7 AVE	A & R PARTNERS LLC	Anson Westberry
2025-00000110	Active	H-CONFIRMATION - Confirmation Hearing	414 SE 5 ST	MORALES, EUGENIA GARAY, RANDOLPH	Anson Westberry
2025-00000772	Active	H-CONFIRMATION - Confirmation Hearing	130 NE 2 AVE	MARREN, R D JR & JOANNA W	Anson Westberry
2025-00000913	Active	H-CONFIRMATION - Confirmation Hearing	414 SE 5 ST	AMORALES, EUGENIA GARAY, RANDOLPH	Anson Westberry
2025-00001005	Active	H-CONFIRMATION - Confirmation Hearing	414 SE 5 ST	MORALES EUGENIA & GARAY RANDOLPH	Anson Westberry
2025-00001139	Active	H-CONFIRMATION - Confirmation Hearing	414 SE 5 ST	EUGENIA MORALES & RANDOLPH GARAY	Anson Westberry
2025-00001164	Active	H-CONFIRMATION - Confirmation Hearing	414 SE 5 ST	MORALES EUGENIA & GARAY RANDOLPH	Anson Westberry
2025-00001387	Active	H-FIRST HEARING - First Hearing	130 NE 2 AVE	MARREN, R5 D JR & JOANNA W	Anson Westberry
2025-00001388	Active	H-FIRST HEARING - First Hearing	130 NE 2 AVE	MARREN, R D JR & JOANNA W	Anson Westberry
2025-00001409	Active	H-RECURRING - Recurring Hearing	413 SE 3 TER	MARIA L ECHAVE	Anson Westberry
2025-00001419	Active	H-FIRST HEARING - First Hearing	700 E DANIA BEACH BLVD	RYAN VENTURES LTD	Anson Westberry
2025-00001425	Active	H-FIRST HEARING - First Hearing	50 SE 11 ST	CASAS BARRIO ITALIA LLC	Anson Westberry
2025-00001531	Active	H-FIRST HEARING - First Hearing	327 SE 2 AVE	8TH AVENUE CAPITAL LLC	Anson Westberry

Special Magistrate Agenda

2025-00001558	Active	H-FIRST HEARING - First Hearing	21 SE 13 TER	21 GRAND REALTY LLC	Anson Westberry
2025-00001568	Active	H-FIRST HEARING - First Hearing	21 SE 1 AVE	EAGLE RUN INVESTMENTS LLC / GARALFA & OKAMOTO LLC	Anson Westberry
2026-00000001	Active	H-REPEAT HEARING - Repeat Hearing	414 SE 5 ST	MORALES EUGENIA & GARAY RANDOLPH	Anson Westberry
2025-00000256	Active	H-EXTENSION - Extension Hearing	22 SW 6 AVE	GPW LITTLE HAVANA LLC	Luciano Nibbs
2025-00000796	Active	H-EXTENSION - Extension Hearing	35 SW 12 AVE 103-3	OLIVEIRA HOLDING GROUP LLC	Luciano Nibbs
2025-00000887	Active	H-EXTENSION - Extension Hearing	23 NW 14 CT	BALTAGI SEAN	Luciano Nibbs
2025-00001466	Active	H-FIRST HEARING - First Hearing	13 N FEDERAL HWY	OLINDO ZECCA	Luciano Nibbs
2025-00001492	Active	H-FIRST HEARING - First Hearing	6 S FEDERAL HWY	KODNER GALLERIES INC	Luciano Nibbs
2025-00001496	Active	H-FIRST HEARING - First Hearing	20 S FEDERAL HWY	CLARK REALTY PARTNERS LLC	Luciano Nibbs
2025-00001516	Active	H-FIRST HEARING - First Hearing	221 NW 13 CT	SIMA INVESTMENTS LLC	Luciano Nibbs
2025-00001517	Active	H-FIRST HEARING - First Hearing	127 ELEUTHERA DR 127	OCEAN WATERWAY CO-OP INC	Luciano Nibbs
2025-00001519	Active	H-FIRST HEARING - First Hearing	NW 14 CT	RONALD D NUBY	Luciano Nibbs
2025-00001618	Active	H-FIRST HEARING - First Hearing	90 BRYAN RD	WAVE 90 L2 LLC	Luciano Nibbs

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2025-00000196	Active	H-CONFIRMATION - Confirmation Hearing	2331 SW 45 ST	ZAPATA, RICARDO	Michelle Shahryar
2025-00000288	Active	H-EXTENSION - Extension Hearing	4261 RAVENSWOOD RD	ARK RUSTIC INN REAL ESTATE LLC	Michelle Shahryar
2025-00000481	Active	H-ABATEMENT - Abatement Hearing	4716 SW 34 TER	ANNE COLLINS-RIVERA & RONALD RIVERA	Michelle Shahryar
2025-00000517	Active	H-ABATEMENT - Abatement Hearing	4417 SW 34 TER	BORONAT, ALICIA VICTORIA & ALICIA VICTORIA BORONAT REV TR	Michelle Shahryar
2025-00000700	Active	H-EXTENSION - Extension Hearing	4497 SW 25 TER	PUIG ANNERYS & RAFAEL H/E PUIG RAFAEL & ROSA	Michelle Shahryar
2025-00001323	Active	H-FIRST HEARING - First Hearing	3291 SW 44 ST	WOUTERS, JASON	Michelle Shahryar
2025-00001402	Active	H-FIRST HEARING - First Hearing	610 NE 2 PL	CHERNIY, DENNIS	Michelle Shahryar
2025-00001417	Active	H-FIRST HEARING - First Hearing	521 NE 2 ST	BEREZHNA, LILIANA SINGER CHARLES FREDERICK III	Michelle Shahryar
2025-00001434	Active	H-FIRST HEARING - First Hearing	270 SE 7 ST	DOMASHOVA, ANASTASIA	Michelle Shahryar
2025-00001473	Active	H-FIRST HEARING - First Hearing	718 NW 9 AVE	PULIDO, ROGNYU RAGA	Michelle Shahryar
2025-00001602	Active	H-FIRST HEARING - First Hearing	29 SE 15 ST	KRESPIN, RAPHAEL & SEVILLA-SHARON, MAIA	Michelle Shahryar
2025-00001675	Active	H-FIRST HEARING - First Hearing	114 NE 2 PL	HABAKA LLC	Michelle Shahryar
2025-00001683	Active	H-RECURRING - Recurring Hearing	113 NE 2 PL	HELMAN, SYLVIE DIANE H/E SYLVIE DIANE HELMAN REV LIV TR	Michelle Shahryar

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2025-00001684	Active	H-RECURRING - Recurring Hearing	3271 SW 44 ST	MIRACLE 26 LLC	Michelle Shahryar
2026-00000042	Active	H-FIRST HEARING - First Hearing	4531 SW 42 TER	YESENIA DIAZ & PABLO DANIEL VILADRICH	Michelle Shahryar
2018-00001147	Active	H-ABATEMENT - Abatement Hearing	744 SW 5 ST	BENNA BELL	Ricky Ali
2021-00000666	Active	H-CONFIRMATION - Confirmation Hearing	705 SE 3 CT	STOLTZ, RUTH E	Ricky Ali
2021-00001193	Active	H-CONFIRMATION - Confirmation Hearing	SW 40 AVE	OAK HILLS CONDOMINIUM INC	Ricky Ali
2023-00001061	Active	H-CONFIRMATION - Confirmation Hearing	5169 SW 28 AVE	WRIGHT, SHALEIGHA	Ricky Ali
2025-00000833	Active	H-EXTENSION - Extension Hearing	SW 34 ST	3301 RAVENSWOOD INC	Ricky Ali
2025-00001389	Active	H-FIRST HEARING - First Hearing	4471 SW 34 AVE	MIRACLE 55 LLC	Ricky Ali
2025-00001420	Active	H-FIRST HEARING - First Hearing	4611 SW 34 AVE	ALVAREZ, NELSON	Ricky Ali
2025-00001699	Active	H-FIRST HEARING - First Hearing	4432 SW 28 TER	MONAHAN KEVIN & MICHAEL	Ricky Ali
2021-00001142	Active	H-CONFIRMATION - Confirmation Hearing	3414 GRIFFIN RD	GRIFFIN PARTNERS INC	Windy Damis
2021-00001217	Active	H-CONFIRMATION - Confirmation Hearing	1432 ARGONAUT ISLE	VATHAUER, ROBERT L TR	Windy Damis
2024-00001615	Active	H-EXTENSION - Extension Hearing	5753 SW 24 AVE	TIMOTHY NOLAN RAZOR	Windy Damis

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2025-00000329	Active	H-ABATEMENT - Abatement Hearing	5801 SW 24 AVE	DAGA, ALIZA	Windy Damis
2025-00001465	Active	H-FIRST HEARING - First Hearing	2600-2648 GRIFFIN RD	SDS DEVELOPMENT & TRUST LLC	Windy Damis
2025-00001479	Active	H-FIRST HEARING - First Hearing	4981 SW 28 TER	JOAN ALICE LEHMAN REV TR LEHMAN, JOAN ALICE TRSTEE	Windy Damis
2025-00001483	Active	H-FIRST HEARING - First Hearing	4931 SW 27 AVE	BHO18 LLC	Windy Damis
2025-00001485	Active	H-FIRST HEARING - First Hearing	4940 SW 27 AVE	MESTRES, CIRO JR & MARY	Windy Damis
2025-00001497	Active	H-FIRST HEARING - First Hearing	2980 GRIFFIN RD	GRIFFIN INVESTMENT REALTY LLC	Windy Damis
2025-00001512	Active	H-FIRST HEARING - First Hearing	2200 SW 51 CT	ALLEN, CY	Windy Damis
2025-00001545	Active	H-FIRST HEARING - First Hearing	2251 SW 51 CT	GASBODA, TIMOTHY A EST	Windy Damis
2025-00001549	Active	H-FIRST HEARING - First Hearing	5092 SW 26 AVE	CHIANG, HAN YIN & CHAO, CHIEN	Windy Damis

MINUTES OF REGULAR MEETING
DANIA BEACH CITY COMMISSION
TUESDAY, JANUARY 13, 2026 - 7:00 P.M.

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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.

City Attorney Boutsis read the Statement of Decorum.

3. **PRESENTATIONS AND SPECIAL EVENT APPROVALS**

3.1 Request for Proclamation Approval -

- Black History Month - February 2026 - *Sponsored by Mayor Davis*
- Monroe Udell Day - January 13, 2026 - *Sponsored by Commissioner Rimoli*

There was consensus to approve the proclamations.

3.2 Recognition to the Beach Rangers - *Sponsored by Mayor Davis*

Mayor Davis introduced the item and read an email from Ms. Hansen recognizing the beach rangers.

3.3 Recognition to the Fuccile Family - *Sponsored by Commissioner Rimoli*

Commissioner Rimoli introduced the item. Harold and Patty were unable to be present but their daughter and grandson were present on their behalf. Commissioner Rimoli read the certificate of appreciation and showed a brief video.

3.4 Special Event Applications: *Parks and Recreation*

- Dania Pointe - Annual Program Application
- MAD Arts - Annual Program Application
- RCBSA MLK Sports Festival

There was consensus to approve the applications. Ms. Crockett thanked the Commission and shared information on the upcoming MLK sports festival.

3.5 Presentation to City Attorney Eve Boutsis - *City Manager*

City Manager Garcia introduced the item and thanked Eve for her hard work and dedication to the City. She presented her with a leadership award.

City Attorney Boutsis thanked the Commission and staff and commented that she considers the Commission and staff as her family, and she is happy to be a part of the team.

4. PROCLAMATIONS

4.1 Martin Luther King, Jr. Day — January 19, 2026 — *Sponsored by Mayor Davis*

Mayor Davis read the proclamation into the record.

4.2 Monroe Udell Day — January 13, 2026 — *Sponsored by Commissioner Rimoli*

Commissioner Rimoli read the proclamation into the record.

5. ADMINISTRATIVE REPORTS

5.1 City Manager

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

- 2025 projects
- C.W. Thomas Park ribbon cutting
- Beautification of Northwest 1st Street
- Martin Luther King Day of Service
- Beautification project at Collins Elementary School
- Black History Month reception at City Hall

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- Police Substation Sallyport
- Commencement of Communications & Marketing Manager interviews
- Dania After Dark Taste of Dania Beach

5.2 City Attorney

City Attorney Boutsis had nothing to report.

5.3 City Clerk - Reminders

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

- February 10, 2026 - CRA Board Meeting - 6 p.m.
- February 10, 2026 - City Commission Meeting - 7 p.m.
- February 24, 2026 - City Commission Meeting - 7 p.m.

6. PUBLIC SAFETY REPORTS

Captain Tarala commended city leadership, Parks staff, and the Fire Department for a successful and safe Dania After Dark, noting there were no law enforcement issues. He reported that during Hanukkah, Detective Hoff and Detective Sessions proactively contacted all local rabbis, synagogues, and Jewish institutions, providing direct outreach and directed patrols to address safety concerns; the holiday concluded without incident. He advised that with the help of the BSO Marine Unit, Code Enforcement, FWC, and Mac's Towing, they were able to successfully remove the abandoned boat from the Old Griffin Canal. Additionally, a violent domestic shooting suspect was apprehended near Chester Park due to a deputy's proactive policing; the suspect was arrested, a firearm recovered, and charges filed for three counts of attempted murder. He concluded with recognition of Detective Hoff and the announcement of his retirement, honoring him for his years of service to the Broward Sheriff's Office and Dania Beach. Detective Hoff addressed the Commission, staff and audience.

Fire Chief Pellecer congratulated Deputy Hoff on his retirement. He reported on monthly call volumes and noted that December was its busiest month, responding to 775 calls for service, including 657 medical calls and 118 fire-related calls. During the holiday season, fire crews increased community engagement by participating in multiple events, including Hanukkah celebrations and the annual Christmas parade at the Estates of Fort Lauderdale. In collaboration with Collins Elementary and Bethune Elementary, fire crews participated in "Operation Santa Drop" in which firefighters and deputies delivered toys and gift cards to more than 30 local families. He emphasized the department's commitment to community service and supporting local families during the holiday season.

7. CITIZENS' COMMENTS

The following spoke under citizens' comments:

- Jeffrey Bryant – 136 NW 5th Ave
- Robert Kirchgraber – 2725 Treasure Cove Circle
- Shatoria Black – 2411 Lake Miramar Way

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- Shawn DeRosa – 408 SE 5th St.
- Jonathan Anderson – 5660 Flagler St.
- A. Ivie Cure – 209 NW 14 Ct.
- Rickie Young – 225 NW 7th Ave.

8. **CONSENT AGENDA**

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

8.1 Minutes: December 9, 2025 City Commission Meeting

Approved under consent agenda.

8.2 Travel Requests: None.

8.3 Request for Use of Discretionary Funds — Sponsored by Commissioner Lewellen

- Community Bible Church
- Four Chaplains Ceremony

Approved under consent agenda.

8.4 RESOLUTION NO. 2025-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE USE OF THE 1ST RENEWAL OPTION FOR AN ADDITIONAL THREE YEARS FOR ELECTRICAL REPAIR SERVICES FROM KILOWATT ELECTRIC COMPANY UTILIZING THE CITY OF CORAL SPRINGS ITB NUMBER 23-B-013F IN AN AMOUNT TO EXCEED THE ANNUAL VENDOR THRESHOLD OF FIFTY THOUSAND DOLLARS ($50,000.00) FOR EACH FISCAL YEAR THE CONTRACT IS IN PLACE; AUTHORIZING SUCH PURCHASES THAT ARE MADE WITHIN THE RESPECTIVE DEPARTMENTS' APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

Approved under consent agenda.

8.5 RESOLUTION NO. 2026-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO APPLY FOR A 2026 COUNTY INCENTIVE GRANT PROGRAM (CIGP) GRANT FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) VIA BROWARD COUNTY FOR THE A1A (DANIA BEACH BOULEVARD) EASTBOUND CONGESTION MITIGATION AND U-TURN CAPACITY IMPROVEMENTS PROJECT; PROVIDING FOR INTERJURISDICTIONAL COORDINATION WITH THE CITY OF HOLLYWOOD; AUTHORIZING ACCEPTANCE OF THE GRANT AND EXECUTION OF RELATED

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AGREEMENTS, SUBJECT TO CITY COMMISSION APPROVAL AND FUNDING AVAILABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

Approved under consent agenda.

8.6 RESOLUTION NO. 2026-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE SUBMISSION OF UP TO THREE APPLICATIONS TO THE U.S. DEPARTMENT OF TRANSPORTATION FOR FY 2026 BETTER UTILIZING INVESTMENTS TO LEVERAGE DEVELOPMENT (BUILD) GRANTS FOR MULTIMODAL ROADWAY REHABILITATION PROJECTS; AUTHORIZING COORDINATION WITH PARTNER JURISDICTIONS FOR REGIONAL PROJECTS; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE APPLICATIONS AND RELATED DOCUMENTS; PROVIDING FOR ACCEPTANCE OR DECLINATION OF AWARDS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.*(Public Services)*

Approved under consent agenda.

8.7 RESOLUTION NO. 2026-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE SECOND AMENDMENT TO THE LICENSE AGREEMENT WITH RITA CROCKETT BEACH SPORTS ACADEMY (RCBSA) TO (1) AUTHORIZE CITY RESPONSIBILITY FOR DAMAGES CAUSED DURING PUBLIC USE HOURS, AND (2) ALLOW REIMBURSEMENT OF RCBSA'S ELIGIBLE OPERATING COSTS SUBJECT TO THE FUNDING CAP; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Parks & Recreation)*

Approved under consent agenda.

8.8 RESOLUTION NO. 2026-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, ADOPTING A DECORUM POLICY FOR MEETINGS OF CITY BOARDS AND ADVISORY COMMITTEES; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTATION AND DISTRIBUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *(City Attorney)*

Approved under consent agenda.

8.9 RESOLUTION NO. 2026-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, URGING THE FLORIDA LEGISLATURE TO REJECT HOUSE BILL 299/SENATE BILL 354, RELATING TO "BLUE RIBBON PROJECTS" THAT WOULD

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REQUIRE ADMINISTRATIVE APPROVAL BY LOCAL GOVERNMENT OF MASSIVE DEVELOPMENT OF 10,000 ACRES OR MORE; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Commissioner Lewellen)*

Approved under consent agenda.

9. **BIDS AND REQUESTS FOR PROPOSALS**

9.1 RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER OR DESIGNEE TO APPROVE A LIST OF QUALIFIED FIRMS FOR ARCHITECTURE, LANDSCAPE ARCHITECTURE, AND ENGINEERING CONSULTING SERVICES PURSUANT TO REQUEST FOR QUALIFICATIONS NO. 25-028 AND THE CONSULTANTS' COMPETITIVE NEGOTIATION ACT (CCNA); AND AUTHORIZING NEGOTIATION OF MASTER CONSULTING SERVICE AGREEMENTS WITH EACH; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

City Attorney Boutsis read the title of the resolution.

Deputy Director of Public Services Sean Schutten introduced the item.

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

9.2 RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF INVITATION TO BID ("ITB") NO. 25-017, ENTITLED "LIFT STATION 11 REHABILITATION PROJECT," TO SOUTHERN UNDERGROUND INDUSTRIES, INC., IN AN AMOUNT NOT TO EXCEED THREE MILLION TWO HUNDRED SEVENTY-TWO THOUSAND SEVEN HUNDRED TWENTY DOLLARS ($3,272,720.00); AND TO EXCEED THE CITY'S ANNUAL VENDOR THRESHOLD TOTAL AMOUNT OF FIFTY THOUSAND DOLLARS ($50,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

Item 12.5 was taken before this item.

City Attorney Boutsis read the title of the resolution.

Deputy Director of Public Services Sean Schutten introduced the item.

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

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9.3 RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPOINTING GENDLER & GENDLER, PLLC, RAFAEL SUAREZ-RIVAS, EUGENE M. STEINFELD, P.A. AND NABORS GIBLIN & NICKERSON, P.A. TO ACT AS CODE COMPLIANCE SPECIAL MAGISTRATES FOR MUNICIPAL CODE COMPLIANCE PROCEEDINGS AND SETTING THE COMPENSATION FOR SERVICES; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(City Attorney)*

City Attorney Boutsis read the title of the resolution and introduced the item.

Commissioner Ryan inquired about how the rotation will work for the special magistrates and Director of Community Development Eleanor Norena commented that it will be determined once the list is established.

Commissioner Rimoli asked City Attorney Boutsis if there was an evaluation process for the special magistrates to ensure they are qualified and City Attorney Boutsis responded that there is not, but she can look into it and get back to him.

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

10. **QUASI-JUDICIAL HEARINGS**

None.

11. **FIRST READING ORDINANCES**

11.1 ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, PURSUANT TO THE REQUIREMENTS OF SECTION 655-40 OF THE LAND DEVELOPMENT CODE (LDC) APPROVING THE RIGHT-OF-WAY(ROW) VACATION REQUEST (VC-023-25), WHICH RIGHT OF WAY IS GENERALLY DESCRIBED AS NW 3 AVE (FORMERLY EAST RAILWAY AVENUE BY THE PLAT) SUBMITTED BY THE APPLICANT/ADJACENT PROPERTY OWNER, SUNDAY SCURA JR, FOR THE ROW PROPERTY GENERALLY LOCATED BETWEEN THE FLORIDA EAST COAST RAILWAY AND APPLICANT'S PROPERTY WHICH ROW CONSISTS OF APPROXIMATELY 104 BY 40 FEET LYING WEST OF THE APPLICANTS' PROPERTY LOCATED AT 213-225 NW 1 AVENUE WITHIN THE CITY OF DANIA BEACH, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (Community Development)

City Attorney Boutsis read the title of the ordinance.

Planning and Zoning Manager Viviana Batista introduced the item.

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Rod Feiner of Coker and Feiner on behalf of the applicant provided a PowerPoint presentation and stated when they received the objection from FEC he contacted their general counsel and provided them with the PowerPoint in an attempt to address their objection. He remains unsure as to why they are objecting.

Attorney Boutsis clarified that when a right of way is dedicated to the City, that right of way can only be used for that purpose. Since it was never developed as a road, it is appropriate to go back to the original.

Mayor Davis opened the floor to public comments and there were none.

Commissioner Rimoli asked Attorney Boutsis how the Commission should proceed in light of the objection and Attorney Boutsis explained that the objection would be noted for the record, and no further action was required.

Commissioner Ryan asked if the neighbors to the north and south could pursue similar actions and Attorney Boutsis responded that they could include other properties along the corridor, provided there was no intent to convert the area into a right-of-way, and it was not being used.

Commissioner Ryan made a motion to approve the item. The motion was seconded by Commissioner Rimoli which carried unanimously on voice vote.

11.2 ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 28, ENTITLED "LAND DEVELOPMENT CODE"; AT ARTICLE 725, ENTITLED "DEFINITIONS," TO AMEND SECTION 725-30, ENTITLED "TERMS DEFINED", TO INCLUDE THE DEFINITION FOR CERTIFIED RECOVERY RESIDENCE; AND AMENDING PART 1, ENTITLED "USE REGULATIONS", ARTICLE 105, ENTITLED "USE REGULATIONS FOR RESIDENTIAL AND OPEN SPACE ZONING"; AMENDING ARTICLE 110. USE REGULATIONS FOR COMMERCIAL AND MIXED-USE DISTRICTS, AT SECTION 110-20, ENTITLED "LIST OF PERMITTED, SPECIAL EXCEPTION AND PROHIBITED USES"; AND AMENDING PART 3, ENTITLED "SPECIAL ZONING DISTRICTS", SUB-PART 1, ENTITLED "COMMUNITY REDEVELOPMENT AREA (CRA) FORM-BASED ZONING DISTRICTS", AT ARTICLE 302 ENTITLED "DETAILED USE REGULATIONS"; AT SECTION 302-10, ENTITLED "PERMITTED, SPECIAL EXCEPTION AND PROHIBITED USES" TO INCLUDE ZONING DISTRICT USE REGULATIONS FOR CERTIFIED RECOVERY RESIDENCES, IN ORDER TO UPDATE THE CITY CODE CONSISTENT WITH STATE LAW UNDER "LAW OF FLORIDA 2025-182", EFFECTIVE JANUARY 1, 2025; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.*(Community Development/City Attorney)*

City Attorney Boutsis read the title of the ordinance and introduced the item.

Mayor Davis opened the floor to public comments and there were none.

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

11.3 ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 28, ENTITLED "LAND DEVELOPMENT CODE"; AT PART 1, ENTITLED "USE REGULATIONS", ARTICLE 105, ENTITLED "USE REGULATIONS FOR RESIDENTIAL AND OPEN SPACE ZONING", TO MODIFY SECTION 105-250, ENTITLED "REASONABLE ACCOMMODATION PROCEDURES," TO UPDATE THE CITY'S REASONABLE ACCOMMODATION PROCURES RELATING TO RECOVERY CENTERS, ENSURING WRITTEN APPLICATION; 60 DAY REVIEW PROCESS; AND UPDATING THE CITY CODE CONSISTENT WITH STATE LAW UNDER "LAW OF FLORIDA 2025-182", EFFECTIVE JANUARY 1, 2025; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development/City Attorney)*

City Attorney Boutsis read the title of the ordinance and introduced the item.

Mayor Davis opened the floor to public comments and there were none.

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

11.4 ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF CITY FUNDS EXCEEDING ONE MILLION DOLLARS ($1,000,000.00), TO FUND THE LIFT STATION 4 MITIGATION 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.

Deputy Director of Public Services Sean Schutten introduced the item.

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

- Robert Kirchgraber – 2725 Treasure Cove Circle

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

11.5 ORDINANCE NO. 2025-_____

DRAFT

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF CITY FUNDS EXCEEDING ONE MILLION DOLLARS ($1,000,000.00), TO FUND THE LIFT STATION 6 MITIGATION 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.

Deputy Director of Public Services Sean Schutten introduced the item.

Mayor Davis opened the floor to public comments and there were none.

City Manager Garcia stated for the record that all City projects are assigned project managers and project superintendents. The City Manager further explained that the City employs a Chief Financial Officer and a Deputy Chief Financial Officer, with the Deputy CFO being a resident and taxpayer of Dania Beach. Payment requests are reviewed against the approved scope of services to ensure that work performed corresponds to amounts requested, and all construction and related projects are conducted under the proper supervision and responsibility of designated project management staff.

Commissioner Ryan commented that this item and the ones prior were competitively bid.

Commissioner Ryan made a motion to approve the item. The motion was seconded by Commissioner Rimoli which carried unanimously on voice vote.

12. **SECOND READING ORDINANCES**

12.1 ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 28, ENTITLED "LAND DEVELOPMENT CODE"; AT PART 6, ENTITLED "DEVELOPMENT REVIEW PROCEDURES AND REQUIREMENTS", ARTICLE 640, ENTITLED "PLATS", TO MODIFY THE CITY'S PLATTING REQUIREMENTS TO BE CONSISTENT WITH UPDATES IN STATE LAW DUE TO THE PASSAGE OF "LAW OF FLORIDA 2021-164," WHICH MODIFY FLORIDA STATUTES SECTION 177.01, ENTITLED "ADMINISTRATIVE APPROVAL OF PLATS BY DESIGNATED MUNICIPAL OFFICIAL", WHICH UPDATES REQUIRE THE ELIMINATION OF THE PUBLIC HEARING, QUASI-JUDICIAL PROCESS BY THE CITY COMMISSION TO APPROVE PLATS, AND TO ESTABLISH THE "ADMINISTRATIVE AUTHORITY OF THE CITY TO BE THE CITY'S COMMUNITY DEVELOPMENT DIRECTOR, OR DEPUTY; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

City Attorney Boutsis read the title of the ordinance and introduced the item.

Vice Mayor Salvino opened the floor to public comments and the following spoke:

Robert Kirchgraber – 2725 Treasure Cove Circle

Commissioner Lewellen made a motion to approve the item. The motion was seconded by Commissioner Rimoli which carried unanimously on voice vote with Mayor Davis absent for the vote.

12.2 ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 28, ENTITLED "LAND DEVELOPMENT CODE" (LDC) TO PROVIDE CLARITY AND UPDATED APPLICATION PROCEDURES AND NOTICE REQUIREMENTS; BY AMENDING PART 6, ENTITLED "DEVELOPMENT REVIEW PROCEDURES AND REQUIREMENTS" , TO CREATE SECTION 610-15, ENTITLED "COMMUNITY OUTREACH" TO REQUIRE COMMUNITY OUTREACH AS PART OF EACH APPLICATION; AMENDING ARTICLE 610 ENTITLED PUBLIC HEARING NOTICES, IN ORDER TO UPDATE SECTION 610-30, ENTITLED "DETAILED NOTICE PROVISIONS" TO PROVIDE FURTHER CLARITY TO NOTICE PROVISIONS; AMENDING ARTICLE 635, ENTITLED "SITE PLANS" AT SECTION 635-40, ENTITLED "SUPPLEMENTAL APPLICATION REQUIREMENTS" TO ELIMINATE PAPER SITE PLAN SUBMITTALS; AMENDING PART 7, ENTITLED "CODE ADMINISTRATION", TO AMEND SECTION 715-60, ENTITLED "DEVELOPMENT REVIEW COMMITTEE" TO REMOVE REFERENCE TO THE CRA EXECUTIVE DIRECTOR; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE (Community Development)

City Attorney Boutsis read the title of the ordinance.

Director of Community Development Eleanor Norena introduced the item.

Mayor Davis opened the floor to public comments and there were none.

Commissioner Rimoli made a motion to approve the item. The motion was seconded by Commissioner Ryan which carried unanimously on voice vote.

12.3 ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 28, ENTITLED "LAND DEVELOPMENT CODE" (LDC) AMENDING ARTICLE 295 ENTITLED "VOLUNTARY MOBILITY PROGRAM" TO ELIMINATE SAME; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE (Community Development)

City Attorney Boutsis read the title of the ordinance.

Director of Community Development Eleanor Norena introduced the item.

DRAFT

Mayor Davis opened the floor to public comments and there were none.

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

12.4 ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 28, ENTITLED "LAND DEVELOPMENT CODE" (LDC) TO PROVIDE CLEAN UP AND CLARIFICATION OF LANGUAGE IN VARIOUS SECTIONS OF THE LDC AS FOLLOWS: PART I, ENTITLED "USE REGULATIONS", AT ARTICLE 100, ENTITLED "GENERAL USE REGULATIONS APPLYING TO ALL ZONING DISTRICTS"; AT SECTION 100-50 ENTITLED "CERTIFICATES OF USE" TO UPDATE THE CERTIFICATE OF USE REQUIREMENTS; AMENDING SECTION 100-60, ENTITLED "ESTABLISHMENT OF ZONING DISTRICTS" TO UPDATE THE INTENT AND PURPOSE OF THE RESIDENTIAL-OFFICE (RO) DISTRICT AND TO MOVE THE PRD-1 DISTRICT TO THE MIXED USE CATEGORY; AMENDING ARTICLE 110, ENTITLED "USE REGULATIONS FOR COMMERCIAL AND MIXED USE DISTRICTS" AT SECTION 110-20, ENTITLED "LIST OF PERMITTED, SPECIAL EXCEPTION AND PROHIBITED USES" TO ADD AN EXISTING ZONING DISTRICT TO THE PERMITTED USE TABLE; UPDATING SECTION 110-200, ENTITLED "OUTDOOR RESTAURANT SEATING," TO INCLUDE THE PLANNED RESIDENTIAL DEVELOPMENT ZONING DISTRICT IN THE REGULATIONS; AMENDING PART 2, ENTITLED SITE DEVELOPMENT REGULATIONS, AT ARTICLE 265, ENTITLED "OFF-STREET PARKING REQUIREMENTS", AT SECTION 265-110, ENTITLED "DESIGN AND CONSTRUCTION STANDARDS FOR PARKING LOTS TO ELIMINATE THE DIMENSIONAL REQUIREMENTS FOR WHEEL STOPS; AMENDING PART 3, ENTITLED "SPECIAL ZONING DISTRICTS", SUBPART 1, ENTITLED "COMMUNITY REDEVELOPMENT AREA (CRA) FORM -BASED ZONING DISTRICTS, AT ARTICLE 303, ENTITLED DISTRICT DEVELOPMENT STANDARDS, AT SECTION 303-70 ENTITLED "GTWY-MU, BEACH GATEWAY MIXED-USE DISTRICT" TO AMEND TO SPECIFY BUILDING FRONTAGE STANDARDS; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (Community Development)

City Attorney Boutsis read the title of the ordinance.

Director of Community Development Eleanor Norena introduced the item.

Mayor Davis opened the floor to public comments and there were none.

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

12.5 ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF CITY FUNDS EXCEEDING ONE

DRAFT

MILLION DOLLARS ($1,000,000.00), TO FUND THE LIFT STATION 11 MITIGATION PROJECT; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (Public Services)

This item was taken after item 9.1.

City Attorney Boutsis read the title of the ordinance.

Mayor Davis opened the floor to public comments and there were none.

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

13. **DISCUSSION AND POSSIBLE ACTION**

13.1 Public Art Advisory Board Appointment

Director of Community Development Eleanor Norena introduced the item and commented that there are two vacancies and based off of the review, there have been five applicants that have been ranked.

Commissioner Rimoli made a motion to appoint the top two members that were ranked for the board. The motion was seconded by Commissioner Ryan which carried unanimously.

13.2 Request for Support — IT Parker Fee Rental — Sponsored by Mayor Davis

This item was deferred to the February 10, 2026 Commission meeting.

13.3 Discussion to move the July 14, 2026, CRA Meeting and Commission Meeting to July 7, 2026 — Sponsored by Mayor Davis

Mayor Davis is requesting to move the CRA meeting and City Commission meeting as she will be out of town. There was Commission consensus to move both meetings to July 7, 2026.

13.4 Request for Support – Deployed BSO Deputies – Sponsored by Commissioner Lewellen

Commissioner Lewellen introduced the item.

Captain Tarala explained that there are 3 deployed deputies and he is working to obtain their addresses.

There was Commission consensus to grant the request for support in an amount not to exceed $250.00 per person, with the funds to be split equally between the Commission contingency accounts.

DRAFT

13.5 Request to Purchase and Install Images/Renderings of Former Mayor Tamara James During her Time as a Basketball Player for the University of Miami and the WNBA Washington Mystics Inside the C.W. Thomas Gymnasium - Sponsored by Vice Mayor Salvino

Vice Mayor Salvino introduced the item.

Commissioner Rimoli has no objection but was curious how this is coming up now and did not come up at the time that the dedication took place and Vice Mayor Salvino responded that when one builds a house, sometimes changes are made, things are moved around, it could have been considered through the process as part of the building itself but was something that came up after the fact and would be an added asset to the building. He thought it would look good and inspire children.

Commissioner Ryan commented that he thought it was a good initiative going forward and he supported honoring former Mayor Tamara James and proposed expanding recognition to include other notable Dania Beach athletes as inspiration for youth. He suggested an expandable design concept and encouraged moving forward in time for the gym opening.

Commissioner Lewellen said she likes Commissioner Ryan's idea about expanding it to include other Dania Beach athletes, she noted she supports the idea but would like to see finalized renderings to ensure proper aesthetics and placement before approval.

Commissioner Ryan suggested "Wall of Fame" banners to show recognition, as they would all be uniform, but he would like to get the renderings done as soon as possible to be available for the gym opening. Commissioner Ryan made a motion to go back for the design and review before the next commission meeting. The motion died for lack of a second.

Vice Mayor Salvino noted that staff have reviewed the renderings and felt comfortable with what was provided.

Director of Parks and Recreation Cassi Waren addressed the Commission and explained the proposed size and placement inside the gym and noted limited wall space.

Commissioner Rimoli made a motion to move forward with Vice Mayor's suggestion as written but to also get together to explore additional opportunities to recognize other athletes from Dania Beach. Vice Mayor Salvino seconded the motion.

Mayor Davis expressed concern about approving the item without finalized renderings or a complete vision, citing the importance of maintaining design standards for the facility.

City Clerk Riera called the motion to vote. The motion passes 3-2 with Commissioner Lewellen and Mayor Davis voting No.

13.6 American Legion Post 209 – Special Event - Emergency - Sponsored by Commissioner Ryan

Mayor Davis asked the Commission if they would like to vote to add Commissioner Ryan's addendum item to the agenda.

DRAFT

City Attorney Boutsis clarified the procedural requirements and explained that a four-fifth's vote is needed to add the item to the agenda.

Vice Mayor Salvino made a motion to add the item to the agenda. The motion was seconded by Commissioner Rimoli which carried 4-1 on roll call vote with Mayor Davis voting no.

Commissioner Ryan introduced the item and stated that he is requesting to utilize $300 of his commission contingency funds to assist American Legion Post 209 with the cost of the special event permit to hold a march on January 19, 2026 in honor of Martin Luther King Jr.

Discussion ensued amongst the commission, staff and Captain Tarala as to concerns regarding city staffing and public safety resources due to other multiple Martin Luther King Jr. Day events and the timing of this submission.

Vice Mayor Salvino made a motion to grant Commissioner Ryan's request to utilize his contingency funds for the American Legion Post 209's special event permit. Commissioner Rimoli seconded the motion so long as it does not impede any city resources and he questioned if the application still had to go through the approval process.

City Manager Garcia stated that while special event approvals typically return to the Commission but due to time constraints this request would be reviewed administratively by the relevant departments. She further explained that no department has the authority to waive or override public safety requirements, which remain at the discretion of Broward Sheriff's Office.

Commissioner Rimoli withdrew his second and the motion died for lack of a second.

14. **APPOINTMENTS**

14.1 - Dania Beach Housing Authority Board - 2 vacancies - Mayor Davis
- Marine Advisory Board - 1 vacancy - Vice Mayor Salvino
- Planning & Zoning Board - 1 vacancy - Vice Mayor Salvino
- Public Art Advisory Board - 2 vacancies – Commission

Mayor Davis nominated Monty Hall and Debra Settles to the Dania Beach Housing Authority Board. There was Commission consensus to appoint Mr. Hall and Ms. Settles to the board.

Vice Mayor Salvino deferred his appointment for the Marine Advisory Board.

Vice Mayor Salvino nominated Keith Roberts to the Planning and Zoning Board. There was Commission consensus to appoint Mr. Roberts to the board.

There was Commission consensus to appoint Rebecca Pollesch and Najuma Gayle to the Public Art Advisory Board.

Vice Mayor Salvino expressed concern over the Marine Advisory Board and a lack of follow-up and communication after the board presented its report to the Commission. He thought it may be a lack of communication and suggested improved collaboration with the advisory boards.

DRAFT

City Clerk Riera said she would explore ways to collaborate with the boards to make it more successful for everyone.

15. **COMMISSION COMMENTS**

15.1 Commissioner Lewellen

Commissioner Lewellen commented on Dania After Dark, saying that it was fantastic. She noted the event is getting bigger and better every time and the advertising has been amazing, she believes that is a big reason why the events have been selling out. She commented that the city has had a large number of events and emphasized that staff do all that they can to make these events enjoyable and to manage these activities while prioritizing public safety. She acknowledged the passing of Bob Lizana and Bob Adams and expressed condolences to their families.

15.2 Commissioner Rimoli

Commissioner Rimoli echoed Commissioner Lewellen's comments regarding Bob Adams and Bob Lizana, highlighting Bob Adams' contributions as Chair of the Dana Beach Housing Authority, and expressed that he will be greatly missed. The Commissioner thanked the City Commission, city staff, BSO, and fire personnel for their service, noting the privilege of serving the community despite challenges and differing opinions. He wished everyone a Happy New Year.

15.3 Commissioner Ryan

Commissioner Ryan expressed condolences for the passing of Bob Adams and Bob Lizana. He noted the passing of Mr. Lizana was especially tough as Mr. Lizana worked in his real estate office for many years. He highlighted his many contributions to Dania Beach and Broward County, and extended sympathies to his family. He advised that the memorial service will be held at Lighthouse Church on Saturday at 11:00 a.m.

Commissioner Ryan congratulated those receiving recognition at tonight's meeting. He commented that the start of the Florida legislative session has begun and expressed support for legislation beneficial to the City and opposition to measures that could be harmful. He emphasized working respectfully and cooperatively with state representatives and noted that he, the Mayor and City staff will be travelling to Tallahassee later in the month.

He spoke about the importance of advisory boards and explained that these boards are often required to qualify for grants and funding. He acknowledged frustrations but stressed their value. He spoke about the installation of a new waterway danger sign after a lengthy approval process, and thanked staff for their efforts.

He wished everyone a Happy New Year and said he is looking forward to upcoming activities, especially Martin Luther King Day on Monday.

15.4 Vice-Mayor Salvino

DRAFT

Vice Mayor Salvino expressed condolences for the passing of Bob Lizana and Bob Adams and requested prayers as he has two family members who are not doing well. He recognized the hard work of city staff and leadership, noting that many decisions are supported by detailed background information that is not always visible to the public. He addressed public comments and encouraged residents to conduct due diligence, review the backup provided and engage respectfully. If there is something that really needs to be brought forward, they can bring it to the attention of the Commission and if they don't have the answer, they will find it. For those that do not like what's going on, he noted the election is coming up and suggested they run for election.

He reaffirmed confidence in city staff and public safety services noting this has been the best staff he has worked with in 10 years saying they get the job done and work efficiently. He encouraged more courteous and respectful public comments moving forward.

15.5 Mayor Davis

Mayor Davis thanked the Commission for remaining professional tonight, even though there were differing votes on items. She expressed her condolences to the families of Bob Lizana and Bob Adams and thanked Maxine Singh for sending memorial arrangements to the families on behalf of the Commission. She reported hearing from Debbie Wasserman Schultz regarding federal funding, noting the receipt of $1 million for Lift Station No. 11 and emphasizing the importance of external funding for city infrastructure projects. She spoke about the upcoming legislative session in Tallahassee at the end of January, noting that she will be in attendance. She and Commissioner Lewellen attended a Zoom Conference held by Property Appraiser Marty Kiar where they discussed property taxes for Dania Beach and surrounding cities as this will be one of the items they will be fighting for in Tallahassee. She spoke about attending the Annual Climate Summit and emphasized the value of collaboration to help educate the residents on upcoming events. She thanked everyone for their participation and encouraged everyone to make 2026 the best year yet.

16. **ADJOURNMENT**

Mayor Davis adjourned the meeting at 10:41 p.m.

ATTEST: CITY OF DANIA BEACH

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

Approved:

DRAFT

City of Dania Beach
City Commission Discretionary Funds
Use Request Form

Recipient: Marine Industries of South F Request Date: 1/30/26 Agenda Date: 2/10/26

Request Sponsor: Mayor Joyce L. Davis Request Amount: $150

Brief description of Recipient's mission/commitment to the City of Dania Beach:

Organized by the Marine Industries Association of South Florida, the Broward County Waterway Cleanup was first held in the late 1970s to help ensure that both the community and the marine industry could enjoy our local waterways. In 2025, more than 20 tons of trash and debris were removed from 38 waterway sites across Broward County. This year's Cleanup will be on Saturday, March 7th, 2026. Dania Beach will be a participating site.

Description of how the funds will be used/deliverables:

Funds ($150) will be used to offset the special event permit fee.

The City of Dania Beach has supported in the past and recognized as a sponsor.

Submitted by: Mayor Joyce Davis Date of submission: 1/26/26

REVIEW FOR VERIFICATION OF FUNDS. PAYMENT WILL BE RELEASED AFTER COMMISSION APPROVAL.

Yeimy Guzman Digitally signed by Yeimy Guzman Date: 2026.01.26 08:11:39 -05'00'

Legal Finance City Manager

PLEASE ATTACH ALL DOCUMENTATION NECESSARY TO SUPPORT THE REQUEST

Singh, Maxine

From: Davis, Joyce
Sent: Friday, January 9, 2026 4:40 PM
To: Molly Ringberg
Cc: Singh, Maxine; Garcia, Ana M.; Sosa-Cruz, Candido
Subject: Re: Broward Co Waterway Cleanup - Special Event Request

Follow Up Flag: Follow up
Flag Status: Flagged

Good afternoon Molly,

Thank you so much for reaching out, and Happy New Year to you as well. I hope you've been doing well.

Thank you for sharing the details regarding the 49th Annual Broward County Waterway Cleanup. Dania Beach has long been proud to support this important event, and I am a strong proponent of environmental stewardship and waterway cleanups. I truly appreciate the continued partnership and the work MIASF does to protect our waterways.

I would be happy to assist with this request and sponsor it as a commission agenda item so it can be formally considered, consistent with the support the City has provided in the past. Please feel free to coordinate with Tyrone and my office as needed, and let me know if there is any additional information required from me to move this forward.

Thank you again for your leadership and for bringing this meaningful event back to Dania Beach. I look forward to another successful cleanup.

DANIA BEACH 120 YEARS BROWARD'S FIRST CITY

Joyce L. Davis, Mayor
jdavis@daniabeachfl.gov | daniabeachfl.gov
Phone: 219.670.1066

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

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

From: Molly Ringberg <Molly@miasf.org>
Date: Wednesday, January 7, 2026 at 10:11 AM
To: "Davis, Joyce" <jdavis@daniabeachfl.gov>
Subject: Broward Co Waterway Cleanup - Special Event Request

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 morning, Mayor Davis,
I hope you've been well and had a Happy New Year!

MIASF is hosting its 49th Annual Broward County Waterway Cleanup on March 7, 2026, and one of our most popular cleanup sites is Dania Beach Pier & Marina. Dania Beach has always supported this event by waiving the event permit fee, providing complimentary parking for volunteers from 7:30 am to 1:45 pm, and providing an additional dumpster or multiple trash carts for use on the day of the event. We've traditionally recognized the City of Dania Beach as an event sponsor for this support.

I'm working with Tyrone Cornileus, Event Liaison for the City of Dania Beach, to file the event permit. He let me know that to do the above, the request must come from a commission member. Would you be able to assist us with this request? It would be deeply appreciated!

Please let me know if you have any questions or need any more information from me. You're welcome to call me at 954-524-2733 if you'd prefer to talk over the phone.

Thank you for your time and consideration. I look forward to hearing from you.

Fair Winds,

Molly Ringberg
Membership & Events Coordinator
Marine Industries Association of South Florida
Owners of the Fort Lauderdale International Boat Show
221 SW 3rd Avenue
Fort Lauderdale, Florida 33312
O: 954-524-2733
C: 715-209-1715

Join us on March 7, 2026, for Broward County's Largest & Longest-Running Environmental Event!

City of Dania Beach
City Commission Discretionary Funds
Use Request Form

Recipient: Prestige Club of SW Browa | Request Date: 1/23/26 | Agenda Date: 2/10/26

Request Sponsor: Vice Mayor Marco Salvino | Request Amount: $800

Brief description of Recipient's mission/commitment to the City of Dania Beach:

The Prestige Club of SW Broward provides programs to students in schools in low-income communities ranging from anti-bullying, etiquette, STEM, healthy eating, and reading programs. The anti-bullying program is aimed at the younger students and is held in the schools.

Description of how the funds will be used/deliverables:

The funds will be used to offset funding of the ventriloquist for the anti-bullying program at Collins Elementary and Dania Elementary. Dates for 2026 to be determined.

Submitted by: Vice Mayor Salvino | Date of submission: 1/26/26

REVIEW FOR VERIFICATION OF FUNDS. PAYMENT WILL BE RELEASED AFTER COMMISSION APPROVAL.

Legal	Finance	City Manager
	Yeimy Guzman Digitally signed by Yeimy Guzman Date: 2026.01.26 08:14:32 -05'00'	

PLEASE ATTACH ALL DOCUMENTATION NECESSARY TO SUPPORT THE REQUEST

PRESTIGE CLUB OF SW BROWARD
6191 Orange Drive Suite # 6173
Davie, FL 33314
(954) 617-6210
www.prestigeclub.org * PrestigeClubBroward@gmail.com

Date: January 14th, 2025 INVOICE: 26-7744

Billing Name:

City of Dania Beach
100 W. Dania Beach Blvd
Dania Beach, Fl. 33004
Atten: Maxine Singh msingh@daniabeachfl.gov

Description:	**Balance Due :**
Anti-Bully Program Collin Elementary	**$400.00**
TOTAL	**$400.00**

WITH OUT DONATIONS WE COULDN'T PROVIDE THE HELP
AND PROGRAMS AT LOCAL SCHOOLS AND AFTER CARE!
WE APPRECIATE YOU
Make all checks payable to
Prestige Club of SW Broward and mail to the address above.

PRESTIGE CLUB IS A 501c3 NONPROFIT ORGANIZATION, YOUR CONTRIBUTION IS DEDUCTIBLE AS A CHARITABLE GIFT. UNLESS OTHERWISE STATED, NO GOODS AND/OR SERVICES WERE PROVIDED TO YOU BY PRESTIGE CLUB IN EXCHANGE FOR YOUR CONTRIBUTION. A COPY OF THE OFFICIAL REGISTRATION AND FINANCIAL INFORMATION MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING TOLL FREE 1-800-435-7352 WITHIN THE STATE OF FLORIDA. REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL, OR RECOMMENDATION BY THE STATE. REGISTRATION # CH18352.

PRESTIGE CLUB OF SW BROWARD
6191 Orange Drive Suite # 6173
Davie, FL 33314
(954) 617-6210
www.prestigeclub.org * PrestigeClubBroward@gmail.com

Date: January 14th, 2025 INVOICE: 26-7745

Billing Name:

City of Dania Beach
100 W. Dania Beach Blvd
Dania Beach, Fl. 33004
Atten: Maxine Singh msingh@daniabeachfl.gov

Description:	**Balance Due :**
Anti-Bully Program Dania Beach Elementary	**$400.00**
TOTAL :	**$400.00**

WITH OUT DONATIONS WE COULDN'T PROVIDE THE HELP
AND PROGRAMS AT LOCAL SCHOOLS AND AFTER CARE!
WE APPRECIATE YOU
Make all checks payable to
Prestige Club of SW Broward and mail to the address above.

PRESTIGE CLUB IS A 501c3 NONPROFIT ORGANIZATION, YOUR CONTRIBUTION IS DEDUCTIBLE AS A CHARITABLE GIFT. UNLESS OTHERWISE STATED, NO GOODS AND/OR SERVICES WERE PROVIDED TO YOU BY PRESTIGE CLUB IN EXCHANGE FOR YOUR CONTRIBUTION. A COPY OF THE OFFICIAL REGISTRATION AND FINANCIAL INFORMATION MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING TOLL FREE 1-800-435-7352 WITHIN THE STATE OF FLORIDA. REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL, OR RECOMMENDATION BY THE STATE. REGISTRATION # CH18352.


PRESTIGE CLUB
PLEDGE TO
STOP
BYE BYE BULLY
PRESTIGE CLUB
Helping Those In Need


RESPECT
Citizenship
Kindness

City of Dania Beach
Public Services Memorandum

DATE: 2/10/2026

TO: Mayor and Commissioners

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

VIA: Fernando J. Rodriguez, Public Services Director
Sean Schutten, P.E., Public Services Deputy Director/City Engineer

SUBJECT: **AUTHORIZATION TO EXECUTE CONTINUING SERVICES AGREEMENTS WITH CCNA-QUALIFIED FIRMS (RFQ NO. 25-028 ARCHITECTURE, LANDSCAPE ARCHITECTURE, AND ENGINEERING CONSULTING SERVICES (CCNA)**

Request:
City Administration requests adoption of a resolution authorizing the City Manager, or designee, to execute Continuing Services Agreements with qualified firms for architecture, landscape architecture, engineering, and related professional services identified under Request for Qualifications (RFQ) No. 25-028. These firms were previously evaluated, ranked, and approved by the City Commission through Resolution No. 2026-007, in accordance with the Consultants' Competitive Negotiation Act (CCNA), Section 287.055, Florida Statutes.

Background:
The City of Dania Beach relies on qualified professional consultants to support planning, engineering, design, permitting, construction administration, construction engineering and inspection (CEI), and related services across multiple departments, including Public Services, Parks and Recreation, and Community Development. These services are procured through the CCNA qualifications-based selection process.

On October 14, 2025, the City issued RFQ No. 25-028 Architecture, Landscape Architecture, and Engineering Consulting Services to prequalify firms for use on an on-going, as-needed basis. Responses were received by the November 7, 2025 deadline and were evaluated by a selection committee consisting of representatives from Public Services, Finance, Community Development, and Parks and Recreation. Firms were evaluated based on qualifications, relevant experience, staff expertise, approach to service delivery, and applicable MWBE certifications.

Following the evaluation process, City Administration recommended — and the City Commission approved — the ranking and list of qualified firms through Resolution No. 2026-007 on January 13, 2026. The approved firms fall within the following professional service categories:

- Civil Engineering

- Architectural and Building Services
- Utilities Engineering
- Transportation Planning and Engineering
- Geotechnical Engineering
- Environmental Engineering
- Landscape Architecture
- General Consulting Engineering

While Resolution No. 2026-007 authorized the creation and approval of the qualified list, the execution of Continuing Services Agreements ("CSAs") with those firms is a separate and subsequent Commission action, consistent with City procurement practice. Execution of CSAs will allow departments to issue project-specific scopes and work authorizations as needed.

The resulting agreements will be continuing services contracts with a term of five years, expiring December 31, 2030. These agreements do not guarantee any minimum amount of work and will be utilized only as required, with individual scopes and compensation brought forward through the appropriate approval processes.

Budgetary Impact
There is no immediate fiscal impact associated with approval of this item. Funding for professional services will be appropriated on a project-by-project basis through the adopted budget or subsequent City Commission or City Manager approvals, as applicable.

Recommendation
City Administration recommends adoption of the resolution authorizing the City Manager, or designee, to execute continuing services agreements under RFQ No. 25-028 with the qualified firms listed in Exhibit "A" for architecture, landscape architecture, and engineering consulting services, in accordance with the Consultants' Competitive Negotiation Act.

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER OR DESIGNEE TO NEGOTIATE AND EXECUTE CONTINUING SERVICES AGREEMENTS WITH THE FIRMS IDENTIFIED IN EXHIBIT "A", WHICH WERE PREVIOUSLY RANKED AND APPROVED PURSUANT TO RESOLUTION NO. 2026-007 AND REQUEST FOR QUALIFICATIONS NO. 25-028, FOR ARCHITECTURE, LANDSCAPE ARCHITECTURE, ENGINEERING, AND RELATED PROFESSIONAL CONSULTING SERVICES UNDER THE CONSULTANTS' COMPETITIVE NEGOTIATION ACT ("CCNA"); WHICH SOME PROJECTS ISSUED UNDER THIS AGREEMENT MAY EXCEED THE CITY'S ANNUAL VENDOR THRESHOLD TOTAL AMOUNT OF FIFTY THOUSAND DOLLARS ($50,000.00); PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Dania Beach issued Request for Qualifications (RFQ) No. 25-028 to establish a list of qualified professional consulting firms in multiple service categories for architecture, landscape architecture, engineering, and related specialties, in accordance with Section 287.055, Florida Statutes, the Consultants' Competitive Negotiation Act ("CCNA"); and

WHEREAS, A City Selection Committee evaluated responses in accordance with RFQ 25-028 and identified qualified firms within the following service categories: Civil Engineering, Architectural and Building Services, Utilities Engineering, Transportation Planning and Engineering, Geotechnical Engineering, Environmental Engineering, Landscape Architecture, General Consulting Engineering; and

WHEREAS, The City Commission, by adoption of Resolution No. 2026-007, approved the rankings and list of qualified firms for each category pursuant to RFQ 25-028 and CCNA requirements, as shown in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, It is standard practice and procurement procedure for the City to approve the ranking of firms through one Commission action and subsequently authorize the execution of Continuing Services Agreements ("CSAs") through a separate Commission action; and

WHEREAS, The City s seeks to authorize the negotiation and execution of CSAs with all firms listed in Exhibit "A," consistent with the categories for which they were qualified under RFQ 25-028, to support current and future City projects requiring professional design, engineering, CEI, architectural, environmental, utilities, geotechnical, transportation, and related consulting services.

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

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

Section 2. The City Commission hereby authorizes the City Manager or designee to negotiate and execute Continuing Services Agreements with each of the firms listed in Exhibit "A", previously approved under Resolution No. 2026-007 pursuant to RFQ 25-028 and CCNA requirements. Execution of such agreements shall not obligate the City to issue work orders or task assignments unless separately authorized and funded.

Section 3. That some projects issued under this Agreement may exceed the annual amount of Fifty Thousand Dollars ($50,000.00) but must not exceed the funding limitations of Section 287.055, purchase threshold for a single vendor for fiscal years 2026 through 2030 and are authorized by the City Commission to do so.

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

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

PASSED AND ADOPTED on,_____2026.

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	JOYCE L. DAVIS
CITY CLERK	MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

_____
EVE A. BOUTSIS
CITY ATTORNEY

RESOLUTION NO. 2026-007

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER OR DESIGNEE TO APPROVE A LIST OF QUALIFIED FIRMS FOR ARCHITECTURE, LANDSCAPE ARCHITECTURE, AND ENGINEERING CONSULTING SERVICES PURSUANT TO REQUEST FOR QUALIFICATIONS NO. 25-028 AND THE CONSULTANTS' COMPETITIVE NEGOTIATION ACT (CCNA); AND AUTHORIZING NEGOTIATION OF MASTER CONSULTING SERVICE AGREEMENTS WITH EACH; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Charter of the City of Dania Beach, Part III, Article 3, Section 4, Subsection G), 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 authorized to do so in advance by a resolution adopted by the City Commission; and

WHEREAS, the Dania Beach Code of Ordinances, Chapter 2, Article I, Section 2-10, entitled "Monetary thresholds for certain purchases and payment disbursement authorizations," establishes the applicable monetary thresholds and limitations for the procurement of services; and

WHEREAS, Section 287.055, Florida Statutes, commonly known as the Consultants' Competitive Negotiation Act (CCNA), establishes the process for the selection and contracting of professional architectural, engineering, landscape architectural, and related consulting services; and

WHEREAS, the City of Dania Beach issued Request for Qualifications (RFQ) No. 25-028 Architecture, Landscape Architecture, and Engineering Consulting Services to prequalify professional consulting firms for use on an as-needed basis for various City projects and assignments; and

WHEREAS, responses to RFQ No. 25-028 were evaluated by a City selection committee in accordance with the criteria set forth in the solicitation, and qualified firms were identified within multiple professional service categories; and

WHEREAS, the City Commission desires to authorize the execution of continuing services agreements with the qualified firms listed in Exhibit "A.

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 hereby authorizes the creation of a list of qualified firms for architecture, landscape architecture and engineering consulting services in accordance with Section 287.055, Florida Statutes and to negotiate final master agreements with each for authorization by the City Commission.

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

Section 4. That this Resolution shall become effective ten (10) days after adoption.

PASSED AND ADOPTED on January 13, 2026.

Motion by Commissioner Ryan second by Commissioner Lewellen.

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

ATTEST:

ELORA RIERA
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

NOTICE OF INTENT TO AWARD

REQUEST FOR QUALIFICATIONS ("RFQ")
FOR
ARCHITECTURE, LANDSCAPE ARCHITECTURE, AND ENGINEERING CONSULTING SERVICES
City RFQ No. 25-028

The City of Dania Beach has completed its review of responses received, and the recommendation of the award is to the following Proposers in each identified category:

CIVIL ENGINEERING
Calvin, Giordano & Associates, Inc.
Chen Moore and Associates, Inc.
CSA Central, Inc.
Arcadis US, Inc.
The Corradino Group, Inc.
WGI, Inc.
EAC Consulting Inc
Kimley-Horn and Associates, Inc.
WSP USA Inc.
CPH Consulting, LLC
Caulfield & Wheeler, Inc.
R.J. Behar & Company, Inc.
Langan CA, Inc.
KEITH
Tectonic Group International, LLC
Conemco Engineering, Inc.
Crain Atlantis, Inc.
Public Utility Management & Planning Services Inc.

Architectural and Building Services
CSA Central, Inc.
WGI, Inc.
WSP USA Inc.
Walters Zackria Associates, PLLC
CPH Consulting, LLC
Carnahan Proctor and Cross, Inc.
R.E. Chisholm Architects, Inc.
Justin Architects, P.A.
Conemco Engineering, Inc.
Jorge A Gutierrez Architect LLC
Kaller Architecture
The Tamara Peacock Company, Architects of Florida Inc.
CPZ Architects, Inc.
Crain Atlantis, Inc.
Eastern Engineering Group
Biller Reinhart Engineering Group, Inc
M.C. Harry & Associates Inc.
Indigo Architecture Consulting Inc.

Utilities Engineering
Calvin, Giordano & Associates, Inc.
Arcadis US, Inc.
WSP USA Inc.
CPH Consulting, LLC
Caulfield & Wheeler, Inc.
KEITH
Crain Atlantis, Inc.
Public Utility Management & Planning Services Inc.

Transportation Planning and Engineering
Calvin, Giordano & Associates, Inc.
Chen Moore and Associates, Inc.
Metric Engineering, Inc.
Mead & Hunt, Inc.
The Corradino Group, Inc.
WGI, Inc.
WSP USA Inc.
R.J. Behar & Company, Inc.
Langan CA, Inc.
The Tamara Peacock Company, Architects of Florida Inc.

Geotechnical Engineering
PROFESSIONAL SERVICE INDUSTRIES, INC.
NOVA Engineering and Environmental
WSP USA Inc.
Langan CA, Inc.
Tierra South Florida, Inc. dba TSFGeo
Tectonic Group International, LLC

Environmental Engineering
Chen Moore and Associates, Inc.
Metric Engineering, Inc.
WGI, Inc.
PROFESSIONAL SERVICE INDUSTRIES, INC.
Kimley-Horn and Associates, Inc.
NOVA Engineering and Environmental
WSP USA Inc.
Langan CA, Inc.
Tectonic Group International, LLC
Crain Atlantis, Inc.

Landscape Architecture
Calvin, Giordano & Associates, Inc.
Chen Moore and Associates, Inc.
WGI, Inc.
Bermello Ajamil & Partners, LLC
WSP USA Inc.
CPH Consulting, LLC
Caulfield & Wheeler, Inc.
Carnahan Proctor and Cross, Inc.
Justin Architects, P.A.
KEITH
Jorge A Gutierrez Architect LLC
Cotleur & Hearing Landscape Architecture. LLC
Eastern Engineering Group
Indigo Architecture Consulting Inc.
JSA Group Inc.

General Consulting Engineering
Calvin, Giordano & Associates, Inc.
Chen Moore and Associates, Inc.
Arcadis US, Inc.
WGI, Inc.
KCI Technologies, Inc.
EAC Consulting Inc
Kimley-Horn and Associates, Inc.
WSP USA Inc.
CPH Consulting, LLC
Caulfield & Wheeler, Inc.
Carnahan Proctor and Cross, Inc.
Justin Architects, P.A.
KEITH
Conemco Engineering, Inc.
Jorge A Gutierrez Architect LLC
Indigo Architecture Consulting Inc.
Public Utility Management & Planning Services Inc.
JSA Group Inc.

City of Dania Beach
Community Development Memorandum

DATE: 2/10/2026

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, MURP, AICP, Deputy Director

SUBJECT: Resolution to Amend the Community Development Department's Fee Schedule

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Request:
The Community Development Department (Department) is requesting to amend its current fee schedule with an objective to revise any outdated Department fees.

Background:
It is best practice for development departments to analyze their fee schedule every few years to ensure their fees are in line with the region and to also ensure they are easy to interpret. The lastest update to the Department's fee schedule was in 2023.

Staff Analysis
The Department's has researched neighboring jurisdictions (including but not limited to: Hollywood, Fort Lauderdale, Hallandale Beach, Weston, and Pompano Beach) to ensure our fees are within regional norms. Listed below is a description of each fee the Department is requesting to amend.

Certificate of Use - The City currently has an established fee of $50 for all certificate of use applications. Staff is recommending to keep the rate of $50 for single family residences while increasing the fee to $200 for commercial and multi-family applications to be more in line with industry standards.

Executive Orders Extension Request Letter – This request typically comes from a developer that has a previously approved site plan wanting to extend their projects approval expiration date. The State of Florida, through many Executive Orders, allows for the City to accommodate this process. The process requires both Community Development and City Attorney staff to review and analyze each request. The City currently does not have a fee established for this process. The Department is requesting to charge $300.00 for this service, which is similar to the fee for zoning letters and is consistent with other local jurisdictions.

Vacation Rental Certificate – The City conducted a rate study based on staff time and pay rates, and it was determined this fee should increase from $530 to $700. The proposed fee amendment will allow the City to recover administrative and in-field costs associated with processing these types of

applications and will be more in line with industry standards.

Special Exception – The current fee for Special Exceptions applications is $2,000. The proposed fee will establish a reduced application fee of $500 for single-family residence applications while maintaining the existing fee of $2,000 for commercial multi-family applications.

Building Inspections Overtime – It has been determined this fee should increase from $120 per hour to $150 per hour. The proposed adjustment to the overtime fees for building inspections will allow the City to recover the actual cost of these services. These inspection services are provided by our contracted employees (Broward County and C.A.P. Government, Inc.).

FEE TYPE	CURRENT FEE AMOUNT	PROPOSED FEE AMOUNT
Certificate of Use	$50 all development	$50 single family residence $200 commercial/multi-family
Executive Order Extension	N/A	$300
Special Exception	$2,000 all development	$500 single family residence $2,000 commercial/multi-family
Vacation Rental Certificate	$530	$700
OT Inspections	$120 per hour/3-hour min.	$150 per hour/3-hour min.

Budgetary Impact
This amendment to the Department's fee schedule will allow the City to recover the costs associated with providing the application review and inspection services provided by the Department.

Recommendation
The Department's staff is requesting the City Commission approve this Resolution authorizing the amendment to the Department's Fee Schedule as discussed.

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, REVISING AND UPDATING THE SCHEDULE OF BUILDING PERMIT AND OTHER DEPARTMENT FEES, PURSUANT TO ARTICLE I, SECTION 8-3, ENTITLED "BUILDING PERMIT FEES" OF CHAPTER 8, ENTITLED "BUILDING", OF THE CITY'S CODE OF ORDINANCES; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dania Beach, Florida, is authorized by state law to enact user fees commensurate with the cost to the City of providing services, in such amounts as are necessary for the conduct of municipal government and affairs; and

WHEREAS, the City wishes to update the existing fee schedule to include "Building Permit Fees" and "Land Development and Application Fees"; and

WHEREAS, the City of Dania Beach Code of Ordinances, pursuant to Section 8-3, entitled "Building Permit Fees" of Chapter 8, entitled "Building", may establish permit fees; and

WHEREAS, the fees contained in this Resolution have been developed to properly accommodate the costs for providing plan review, permitting, inspection services, and advisory services provided to citizens and contractors; and

WHEREAS, one of the modified fees reduces the fee associated with requesting a public mural/public art application; and

WHEREAS, the Director of Community Development believes that it is in the best interest of the citizens and residents of the City of Dania Beach to approve the recommended fee schedule.

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

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

Section 2. That a revised fee schedule is adopted as follows:

SCHEDULE OF PERMIT FEES FOR CONSTRUCTION

• • •

(d) Miscellaneous Fees:

The following listed fees will be assessed as applicable:

- **Private Provider Fee:** 1.3% of total construction value
- **Miscellaneous Permit Fee:** $90.00
- **Demolition of Buildings:** 1.0% of total project value
- **Elevators, Escalators, and other Lift Devices:** Regulated by Broward County
- **Change of Contractor** $75.00
- **Plan Revisions after Permit is issued:** Plan revisions will be charged additional fees at $40.00 per discipline and $20.00 per page.
- **Re-inspections/Partial Inspections:** $90.00 fee for each failed inspection; exception for permits pulled by an owner-builder, the first re-inspection fee will be waived.
- **Overtime, Specialty, and After Hours Inspections:** Three hour minimum at ~~$360~~ $450.00, each additional hour or fraction of an hour at ~~$120.~~ $150.00,

• • •

(e) Land Development Application Fees:

The following fees shall apply to all applications for land use plan amendments, rezoning, special exception use, variances, site plans and other zoning related applications. These fees are used to defray staff cost in the evaluation of the proposal made and provide for the required notices and public advertisements according to Florida State statutes and the Dania Beach Land Development Code. Should any applicant have more than one type of request submitted to the City, the applications involved should be submitted at the same time. The present City policy is to have concurrent reviews being processed before the final review and actions by the Planning and Zoning Board, City Commission, or both. It is the obligation of each applicant to review the appropriate City Codes and design standards related to the proposal before making any application to the City. The standard review process for all development applications are two (2) review cycles. Any additional review or public notice required by staff or professional consultants will be charged to the applicant as per "Section 685-10 Cost Recovery for Development Review" of the Dania Beach Land Development Code.

1	Variance	
	Single-family / Community Facility	$ 500.00
	Duplex / Triplex	$ 1,150.00
	Multi-family, Hotel, Condo-Hotel, Non-residential (per variance)	$ 2,500.00
	Wall Sign, Monument Sign, Pole Sign	$ 2,000.00
2	Administrative Variance -- Single Family	$ 350.00
	All other uses	$ 700.00
3	Special Exception Uses (for all other development)	$ 2,000.00
	Special Exception Uses (for Single Family only)	$ 500.00
4	Rezoning (Change of Zoning)	
	Less than two (2) acres	$ 2,600.00
	Greater than two (2) acres	$ 6,200.00
5	Land Use Plan Amendment	$ 7,000.00
	Plus, per acre or portion of such area	$ 500.00
6	Flex, Reserve, or RAC unit allocation	$ 4,000.00
	Plus, per flex, reserve, or RAC unit or hotel room	$ 5.00
	Or plus, per acre or portion of such area	$ 100.00
7	Site plan (Plus retainer for staff/consultant review, administrative and notice costs as per "Section 685-10 Cost Recovery for Development Review" of the Land Development Code) two (2) review cycles Residential, Hotel, Condo-Hotel, Time-Share, Motel	$ 3,000.00
8	Site Plan –Revision – (Plus fee for each associated variance as listed in the fee schedule and cost as per "Section 685-10 Cost Recovery for Development Review" of the Land Development Code) two (2) review cycles	$ 1,500.00
9	Site Plan- Extension	$ 1,250.00
	Extension of associated approvals	$ 250.00
10	Perimeter Plat	$ 3,000.00
11	Subdivision Plat	$ 3,000.00
12	Delegation Request	$ 1,500.00
13	Vacation or dedication of easement or right-of-way	$ 3,500.00
14	Zoning Code Text Amendment Permitted Use Change General Text	 $ 6,000.00 $ 2,000.00
15	Appeal (Single Family and Community Facility)	$ 700.00
16	Appeal (All other uses)	$ 2,000.00
17	Traffic-way Waiver	$ 4,000.00
18	Alcoholic Beverage Variance	$ 1,400.00
19	Alcohol – Extended hours license application	$ 2,400.00
20	Alcoholic Beverage Waiver	$ 1,000.00
21	Zoning Review: State Liquor License	$125.00
	Outdoor Seating/Dinning	$ 100.00
	Assisted Living Facility	$ 100.00
22	CRA Grant Application	$ 250.00

23	Unspecified Application	$ 500.00
24	Zoning Information Letter	$ 300.00
25	Certificate of Use – Residential	$ 50.00
	Certificate of Use – all other	$ 200.00
26	Public Art / Mural Application	$ 100.00
27	Executive Order Extension letters	$ 300.00
28	Vacation Rental Certification	$ 700.00

...

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

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

PASSED AND ADOPTED on _____, 2026.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous ____

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

ATTEST:

_____
ELORA RIERA, MMC
CITY CLERK

_____
JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

_____
EVE A. BOUTSIS
CITY ATTORNEY

City of Dania Beach
Community Development Memorandum

DATE: 2/10/2026

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, MURP, AICP, Deputy Director

SUBJECT: Watershed Master Plan FDEM Modification #6 extension

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Request:
Community Development Department ("Department") is requesting the City Commission to execute Modification Number Six to Subgrant Agreement between the State of Florida, Division of Emergency Management (FDEM) and the City of Dania Beach in accordance with the Watershed Master Plan Grant, extending the Agreement through June 30, 2026.

Background:
The Florida Division of Emergency Management's (FDEM) Bureau of Mitigation prioritizes flood risk management as an integral part of its mission. The goal of FDEM's Watershed Master Planning Initiative is to assist local communities in developing a Watershed Master Plan for the purpose of increasing flood resiliency in Florida communities. This initiative will also help improve the City's rating in the Community Rating Systems (CRS) of the National Flood Insurance Program (NFIP) that could provide additional savings on flood insurance premiums for Dania Beach residents.

The City is requesting another extension to allow additional time to respond to any comments received from FDEM. FDEM has initially approved this extension requests and has provided a Modification to the executed Agreement, that is attached to this agenda item.

Budgetary Impact
None

Recommendation
The Community Development Department is recommending execution of the attached Modification Number Six.

RESOLUTION NO. 2026-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE MODIFICATION NO. SIX TO THE SUBGRANT AGREEMENT BETWEEN THE CITY OF DANIA BEACH AND THE STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT FOR A SIX-MONTH EXTENSION TO THE GRANT FOR THE CREATION OF A WATERSHED MASTER PLAN; PROVIDING FOR CONFLICTS; FURTHER PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on June 3, 2022, City staff applied for the Watershed Planning Grant from the Florida Division of Emergency Management; and

WHEREAS, on November 21, 2022, the City Commission approved the City to enter into a grant agreement with the Florida Division of Emergency Management's Bureau of Mitigation; and

WHEREAS, on September 26, 2023, the City Commission approved Modification No. 1 to the Subgrant Agreement for a three-month extension; and

WHEREAS, on January 9, 2024, the City executed Modification No. 2 to the Subgrant Agreement through September 30, 2024; and

WHEREAS, on August 27, 2024, the City executed Modification No. 3 to the Subgrant Agreement through December 31, 2024; and

WHEREAS, on December 10, 2024, the City executed Modification No. 4 to the Subgrant Agreement through June 30, 2025; and

WHEREAS, on May 28, 2025, the City executed Modification No. 5 to the Subgrant Agreement through December 31, 2025.

WHEREAS, the Florida Division of Emergency Management's Bureau of Mitigation prioritizes flood risk management as an integral part of its mission; and

WHEREAS, the City timely submitted its report, but is awaiting comments from relevant agencies, which may revise the City's report and as such the City requires additional time to receive and incorporate those comments; and

WHEREAS, the State has no objection to the request for additional time for the above stated purpose; and

WHEREAS, the goals of the Watershed Master Planning Initiative are to assist local communities in developing a Watershed Master Plan for purposes of moving the City's rating up

in the Community Rating Systems (CRS) of the National Flood Insurance Program (NFIP) and to increase resiliency in Florida communities; and

WHEREAS, the City Administration recommends that the City Commission authorize staff to modify the original Subgrant Agreement for a sixth time to allow for a six-month extension, through June 30, 2026, which Amendment is attached as Exhibit "A" and is incorporated into this Resolution by this reference.

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

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

Section 2. That the proper City officials are authorized to accept and execute Modification Number Five to the Subgrant Agreement, which is attached and incorporated into this Resolution as Exhibit "A", on behalf of the City of Dania Beach, Florida with the Florida Division of Emergency Management, Bureau of Mitigation for a six-month extension for the creation of a Watershed Master Plan, through June 30, 2026.

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 will be appropriated within the Grant Fund.

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

Section 6. That this Resolution shall take effect ten (10) days after passage.

PASSED AND ADOPTED on _____, 2026.

Motion by _____, second by _____

FINAL VOTE ON ADOPTION:

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

ATTEST:

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

APPROVED AS TO FORM AND CORRECTNESS:

_____
EVE A. BOUTSIS
CITY ATTORNEY

SUB-RECIPIENT AGREEMENT CHECKLIST

DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU
FISCAL OPERATIONS UNIT
HMGP

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	City of Dania Beach
PROJECT #:	4337-004-Pv
PROJECT TITLE:	Phase 2 FDEM Watershed Planning Grant
HMGP CONTRACT #:	H0879
SM CONTRACT #: (if applicable)	
MODIFICATION #:	Six

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)
Deborah Sabino Administrative Coordinator 100 W Dania Beach Blvd. Dania Beach, FL 33004

Enclosed is your copy of the proposed contract(s)/modification(s) between **City of Dania Beach** and the Florida Division of Emergency Management (FDEM).

	COMPLETE
☒	This form is required to be included with all Reviews, Approvals, and Submittals
☒	Reviewed and Approved
☒	Signed & Dated Electronic Copy of HMGP Contract by Official Representative
☐	Signed & Dated Electronic Copy of SM Contract by Official Representative (if applicable)
☒	**Copy of the organization's resolution or charter** that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, or Chief
☐	Attachment I - Federal Funding Accountability and Transparency Act (FFATA) - completed, signed, and dated ☒ N/A for Modifications or State Funded Agreements
☐	Attachment K – Certification Regarding Lobbying - completed, signed, and dated ☒ N/A for Modifications or State Funded Agreements
☒	Attachment L – FACTS - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☐	Attachment M – Foreign County of Concern Affidavit completed, signed, and dated ☒ N/A for Modifications or State Funded Agreements
☒	Electronic Submittal to the Grant Specialist

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (850) 332-3406 or email me at **Amanda.Weigand@em.myflorida.com**.

Contract Number: H0879

Project Number: 4337-004-Pv

MODIFICATION TO SUBGRANT AGREEMENT BETWEEN THE DIVISION OF EMERGENCY MANAGEMENT AND CITY OF DANIA BEACH

This Modification Number Six made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and City of Dania Beach ("the Sub-Recipient") to modify Contract Number H0879, dated, March 09, 2023 ("the Agreement").

WHEREAS, the Division and the Sub-Recipient have entered into the Agreement, pursuant to which the Division has provided a subgrant to the Sub-Recipient under the Hazard Mitigation Grant Program of $75,000.00, in Federal Funds; and

WHEREAS, the Division and the Sub-Recipient intend to modify the Agreement; and

WHEREAS, the Agreement expired on December 31, 2025; and

WHEREAS, the Division and the Sub-Recipient intend to reinstate and extend the terms of the Agreement.

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

1. The Agreement is hereby reinstated and extended as though it had never expired.

2. Paragraph 8 of the Agreement is hereby amended to read as follows:

   (8) PERIOD OF AGREEMENT

   This Agreement shall begin March 09, 2023 and shall end June 30, 2026, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement.

3. The Budget and Scope of Work, Attachment A to the Agreement, are hereby modified as set forth in 6th Revision Attachment A to this Modification, a copy of which is attached hereto and incorporated herein by reference.

4. All provisions of the Agreement being modified and any attachments in conflict with this Modification shall be and are hereby changed to conform with this Modification, effective on the date of execution of this Modification by both parties.

5. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.

6. Quarterly Reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

7. Attachment L - Florida Accountability Contract Tracking System (FACTS) Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes, Instructions and Worksheet is hereby incorporated into the Agreement and is required to be completed by the subrecipient and returned the Division.

IN WITNESS WHEREOF, the parties hereto have executed this Modification as of the dates set out below.

SUB-RECIPIENT: _____CITY OF DANIA BEACH_____

By:_____

Name and Title: _____

Date: _____

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By:_____

Name and Title: Kevin Guthrie, Director

Date: _____

Attachment A

Watershed Master Planning Initiative

City of Dania Beach, Phase 2 FDEM Watershed Planning Grant

Scope of Work and Budget

Statement of Purpose

The Florida Division of Emergency Management's (the Division) Bureau of Mitigation prioritizes flood risk management as an integral part of its mission. The goals of this project are to assist local communities in developing a Watershed Master Plan for the purposes of moving up in the Community Rating System (CRS) of the National Flood Insurance Program (NFIP) and to increase resiliency in Florida communities.

This project is funded through the Hazard Mitigation Grant Program (HMGP) **DR-4337-004-P**, as approved by the Division and the Federal Emergency Management Agency (FEMA) to create and update Watershed Master Plans (WMPs) throughout the state of Florida.

The Project Manager for the Division will be:

Laura Dhuwe, Project Manager
Hazard Mitigation Grant Program
Florida Division of Emergency Management
850-879-0872
watershedplanning@em.myflorida.com

Scope of Work

The Division will coordinate with eligible Florida entities to produce a Watershed Master Plan (WMP) for credit under CRS. This project is preceded by the WMP Pilot Program, which consisted of research and the creation of guidance materials to ensure a consistent statewide approach to WMP development.

Guidance materials produced in the WMP Pilot Program can be found at: https://www.floridadisaster.org/dem/mitigation/watershed-planning-initiative or https://www.fau.edu/engineering/research/cwr3/clearinghouse/. The Sub-Recipient may use other materials provided by ISO and located at https://fema.gov. The Sub-Recipient shall follow the Credit Criteria for Element WMP under CRS Activity 452.b (please refer to the 2017 CRS Coordinator's Manual[1] and the 2021 Addendum to the Coordinator's Manual[2]). The Sub-Recipient will finalize the process by submitting their WMP to ISO/CRS for review and providing the Division with a signed letter from their applicable county's Local Mitigation Strategy (LMS) Chairperson attesting that the WMP will be adopted in the Sub-Recipient's next LMS update.

Tasks necessary to the completion of a WMP include:

Task 1 – Create Preliminary Project Plan based on Initial Flood Modeling, and Submit Draft WMP

The Sub-Recipient shall create a preliminary Project Plan, which is a narrative detailing how the initial flood modeling has sufficient detail on the data that went into the model, model specifications, and possible solutions for addressing flood risks that the model identified. There must be enough detail in the preliminary Project Plan to verify the required analysis has been completed. Specifically, the required analysis for the preliminary Project Plan shall include all the Minimum Criteria required for a creditable WMP[3] under the two

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[1] https://www.fema.gov/sites/default/files/documents/fema_community-rating-system_coordinators-manual_2017.pdf

[2] https://www.fema.gov/sites/default/files/documents/fema_community-rating-system_coordinator-manual_addendum-2021.pdf

[3] See 2017 CRS Coordinator's Manual at https://www.fema.gov/sites/default/files/documents/fema_community-rating-system_coordinators-manual_2017.pdf; the 2021 Addendum to the Coordinator's Manual at

categories of Data Inventory and Collection and Initial Flood Modeling as follows:

Data Inventory and Collection:

1. Data inventory (used for initial flood modeling):
    a. Inventory of ground characteristics (e.g., soil type, impervious surfaces, wetlands)
    b. Inventory of existing drainage system
    c. Inventory of data availability
2. Locations of:
    a. critical facilities, cultural/historical, and other places/areas of interest
    b. vulnerable areas and their descriptions
    c. natural and constructed drainage systems and channels
3. Existing regulations and plans in place for reducing flood risks

Initial Flood Modeling

4. For current/existing conditions land use, future land use, and the fully developed watershed scenarios:
    a. Evaluations of the existing drainage system's runoff response from design storms using a hydrologic and hydraulic study with a hydrograph approach under current and predicted future land use conditions with assessments of the impacts of climate change and sea level rise for 10-, 25- & 100-year storm events
    b. For currently fully developed watersheds: studies of existing development and the potential impact of any redevelopment
    c. Evaluations of different management scenarios for at least the 100-year rainfall event for a fully developed watershed at a scale sufficient to determine local problems.
    d. Determinations of the change in runoff from current to future, fully developed conditions
    e. Recommendations for managing at least the 10-year and the 25-year rainfall events
5. For communities impacted by sea level rise: evaluations of the impacts of the NOAA Intermediate 2100 sea level rise scenario on the 100-year rainfall event
    a. It is highly recommended to include 2 other scenarios up to 2100, which could be based on sea level for 2 time frames into the future or a number of feet of sea level rise within this timeframe.
6. The plan must include a strategy and action plan to address the results of the studies for:
    a. controlling the timing of peak flows to prevent or minimize problems for the entire watershed due to new development, redevelopment, and fully developed conditions
    b. the impact of climate change and sea level rise on fully developed conditions
    c. at least the 25-year rainfall event in fully developed conditions, with a list of possible solutions for addressing at least the 25-year rainfall event
    d. at least one event larger than the 25-year rainfall event, with a list of possible solutions for addressing this event
    e. ensuring that flood hazards from the 10-year and the 25-year events are not increased by future development (the 2-year storm is also recommended).
7. The community must adopt the final plan.
8. If applicable, WMP plans more than 5 years old must be evaluated to ensure that they remain applicable to current conditions. For instance, are previous assumptions on hydrology, sea level rise and future land use still applicable.

Jurisdiction Specific Comments for Task 1:

Task 1 for the Sub-Recipient grant includes the following Steps 1-6 which will be performed by FAU under subcontract with support from City staff. The table below summarizes Steps 1 through 6 with the

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https://www.fema.gov/sites/default/files/documents/fema_community-rating-system_coordinator-manual_addendum-2021.pdf; and other materials provided by ISO located at https://fema.gov.

responsible parties, deliverables, schedule, and payment schedule.

			Month													
Step	**Responsible Party**	**Deliverable**	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**13**	**14**	**15**
Step 1- Background Info Gathering	FAU	Chapters 1 and 2 of the Watershed plan															
Step 2- Policy Documentation for HUCS	FAU	Chapter 3 of the Watershed plan															
Step 3- Risk Models for HUCS	FAU	Chapter 4 of the Watershed plan with all applicable modeling scenarios for the HUC and relationship to involved HUCs; drilldown to community issue modeling															
Step 4- Identifying Critical Areas/Solutions in HUCS	FAU	Update and completion of Chapter 4 and Chapter 5 of the Watershed plan with applicable modeling scenarios for the HUC															
Step 5- Action Plan	FAU	Chapter 6 of the Watershed plan – this should complete the planning document															
Step 6 - Submit for Staff Review	City Staff	Delivery and receipt of comments from staff for the planning document															

Deliverable 1 – Create Preliminary Project Plan based on Initial Flood Modeling, and Submit Draft WMP: An (1) electronic copy of Chapters 1 through 6 of the preliminary Watershed Project Plan; (2) a separate electronic document with all comments from City staff from their review of Chapters 1 through 6 of the preliminary Watershed Project Plan; (3) a separate electronic document listing how and where in Chapters 1 through 6 of the preliminary Watershed Project Plan the Minimum Criteria listed above are met; and (4) a separate electronic document clarifying the Sub-Recipient's existing data inventory at the time of contract execution, how the data are used, and which tasks and efforts have already been completed prior to contract execution. These four electronic documents must be submitted to the Division for review no later than 15 months after the beginning of the Period of Performance. The Sub-Recipient will provide Deliverable 1 to the Division via email to watershedplanning@em.myflorida.com.

Payment for Deliverable 1 will occur once the Sub-Recipient has received feedback from the Division confirming that Chapters 1 through 6 of their preliminary Watershed Project Plan have been approved. To be approved, Chapters 1 through 6 of the preliminary Watershed Project Plan must show how all the listed Minimum Criteria are met, all comments from City staff must be submitted, and the Sub-Recipient's inventory of data must clearly explain what the Sub-Recipient had at the time of contract execution.

The Period of Performance begins with the date of execution of the subgrant agreement by both parties, and the Sub-Recipient shall provide the Division with Deliverable 1 no later than 15 months from the beginning of the Period of Performance before payment will be processed.

Task 2 – Revise Draft WMP and Submit Completed WMP

After receiving feedback from the Division on the preliminary Project Plan from Task 1, the Sub-Recipient shall finalize the flood modeling process and submit their completed WMP. At a minimum, the modeling and WMP must meet the Minimum Criteria required for a creditable WMP shown above. The Sub-Recipient shall update their WMP, if revisions are necessary based on the Division's feedback, and submit the completed WMP to the Division for review.

Throughout the activities for Task 2, the Sub-Recipient shall coordinate with the applicable LMS working group to ensure that the working group will adopt the WMP as an annex in the next LMS update, and use the data to inform the risk assessment and mitigation strategy.

Jurisdiction Specific Comments for Task 2:

Task 2 for the Sub-Recipient grant includes the following Steps 7-10 which will be performed by FAU under subcontract with support from City staff. The table below summarizes Steps 7 through 10 with the responsible parties, deliverables, schedule, and payment schedule.

			Month									
Step	**Responsible Party**	**Deliverable**	**15**	**16**	**17**	**18**	**19**	**20**	**21**	**22**	**23**	**24-37**
Revise Draft WMP	FAU											
Step 7- Submit draft WMP to the Division for Review	Staff with FAU support	Chapter 6 of the Watershed plan – this should complete the planning document										
Revisions based on the Division's feedback	FAU											
Step 8 – Submit completed WMP	Staff with FAU support	n/a										
Step 9 - Commission Approval	Staff with FAU support	n/a										

Deliverable 2 - Revise Draft WMP and Submit Completed WMP: An (1) electronic copy of the completed WMP; (2) a separate electronic document with the feedback from City Staff from their review of the completed WMP and explanations of how FAU addressed the feedback; (3) a separate electronic document listing how and where in the completed WMP the Minimum Criteria listed above are met; and (4) a signed letter from the applicable county's Local Mitigation Strategy (LMS) Chairperson attesting that the completed WMP will be adopted and used to update the risk assessment and mitigation strategy during the next LMS plan update. These four electronic documents comprising Deliverable 2 must be submitted to the Division for review no later than 39 months after the beginning of the Period of Performance.

If applicable, the Sub-Recipient will revise the submitted WMP to comply with required revisions and feedback from the Division received from Deliverable 1, and then resubmit the WMP to the Division no later

than 39 months after the beginning of the Period of Performance.

The Period of Performance begins with the date of execution of the subgrant agreement by both parties, and the Sub-Recipient shall provide the Division with the four electronic documents comprising Deliverable 2 no later than 39 months from the beginning of the Period of Performance before payment will be processed. The Sub-Recipient will provide Deliverable 2 to the Division via email to watershedplanning@em.myflorida.com.

Method of Compensation:

All deliverables submitted to the Project Manager or to the Division shall be completed by the Sub-Recipient and approved for completeness and accuracy by the Project Manager or the Division to qualify as reaching the minimum required criteria for each invoice period.

All tasks shall be performed under the direct supervision of the Division.
The project shall be reimbursed upon receipt of invoices submitted at the completion and acceptance of each deliverable defined above unless this agreement is terminated early. This is a cost reimbursement agreement, which will be reimbursed on a fixed-fee, fixed-price agreement as follows:

Deliverables	**Total Deliverable Value**	**Due Date**
Deliverable 1 – Create Preliminary Project Plan based on Initial Flood Modeling, and Submit Draft WMP (Task 1)	$66,666.67	15 Months after beginning of POP
Deliverable 2 – Revise Draft WMP and Submit Completed WMP (Task 2)	$33,333.33	39 months after beginning of POP
Total	**$100,000.00**	

Financial Consequences for Non-Performance:

The failure to provide the Division with the required deliverables within the stated timelines shall result in a penalty of 5 % of the determined deliverable amount for each late deliverable. Penalty may be waived based upon reasonable explanation with documentation by Sub-Recipient.

Should the Sub-Recipient determine that there are significant barriers to conduct any of the minimum deliverables due to extenuating circumstances, the Division may re-evaluate performance expectations upon a formal request from the Sub-Recipient.

If the Sub-Recipient fails to comply with any terms of the agreement, the Division shall take one or more of the following actions:

1. Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
2. Disallow all or part of the cost of the activity or action not in compliance;
3. Wholly or partially suspend or terminate the current agreement for the Sub-Recipient's project;
4. Withhold further agreements for the project; or
5. Take other actions that are legally allowed.

Schedule of Work

Task(s)	Number of Months to Complete
Data Collection (Task 1)	5
Initial Flood Modelling (Task 1)	5
Preliminary Project Plan (Task 1)	5
Completed WMP (Task 2)	4
WMP Review (Task 2)	6
WMP Revisions (Task 2)	8
Division and Commission Approval (Task 2)	4
Total Period of Performance:	**39**

Total Period of Performance

The Period of Performance for this project begins on the date of execution of the subgrant agreement by both parties and ends no later than June 30, 2026.

Budget

Cost Item	Project Cost	Federal Share	Non-Federal Share
Personnel	$25,000.00	$18,750.00	$6,250.00
Fringe Benefits			
Travel			
Equipment			
Supplies			
Contractual	$75,000.00	$56,250.00	$18,750.00
Other			
Project Total:	**$100,000.00**	**$75,000.00**	**$25,000.00**

Funding Summary Totals

Federal Share:	$75,000.00	75.00%
Non-Federal Share:	$25,000.00	25.00%
Total Project Cost:	**$100,000.00**	**100.00%**

Attachment L
Florida Accountability Contract Tracking System (FACTS)
Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes
Instructions and Worksheet

PURPOSE: Section 215.985, Florida Statutes (F.S.), amended in 2023, requires that each contract for which a state entity makes a payment pursuant to a contract executed, amended, or extended on or after July 1, 2023, the Division shall post any documents submitted pursuant to s. 216.1366, F.S., which indicates the use of state funds as remuneration under the contract or a specified payment associated with the contract on the contract tracking system.

CONTRACT DOCUMENTATION REQUIREMENTS

Section 216.1366, F.S., amended in 2023, establishes new documentation requirements for any contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations as defined in s. 215.97 (2)(m). F.S. The contract must require the contractor to provide documentation that indicates the amount of state funds:

- Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
- Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

Such information must be included in the contract tracking system maintained pursuant to s. 215.985 F.S. and must be posted on the contractor's website if the contractor maintains a website.

• As used in this subsection, the term:

o "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.

o "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.

o "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

Note: This "Instructions and Worksheet" is meant to explain the requirements of the Section 216.1366, F.S., amended in 2023, and give clarity to the attached form distributed to recipients and sub-recipients for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

NON-PROFIT ORGANIZATION REMUNERATION INFORMATION

1. Is your business or organization a non-profit organization as defined in s. 215.97 (2)(m). F.S.?
Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Will state funds be used as remuneration to any member of the board of directors or an officer in your business or organization?
Yes ☐ No ☐

If the answer to Question 2 is "Yes," provide the information required in the "Total Compensation Paid to Non-Profit Personnel Using State Funds" form below. A separate form should be completed for each member of the board of directors or officer being compensated using state funds. If the answer to Question 2 is "No", move to the signature block below to

complete the certification and submittal process.

Total Compensation Paid to Non-Profit Personnel Using State Funds

Name:		
Title:		
Agency Agreement/Contract #		
Total Contract Amount		
Contract Term:		
Line Item Budget Category	**Total Amount Paid**	**Amount Paid from State Funds**
Salaries		
Fringe Benefits		
Bonuses		
Accrued Paid Time Off		
Severance Payments		
Retirement Contributions		
In-Kind Payments		
Incentive Payments		
Reimbursements/Allowances		
Moving Expenses		
Transportation Costs		
Telephone Services		
Medical Services Costs		
Housing Costs		
Meals		

CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.

Name:	
Signature:	
Title:	
Date:	

City of Dania Beach
Community Development Memorandum

DATE: 2/10/2026

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, MURP, AICP, Deputy Director

SUBJECT: Amendment to Master Research Agreement C-23-027 Task Order No. 1 between the City of Dania Beach and Florida Atlantic University regarding the Watershed Master Plan Grant.

Request:
The Community Development Department ("Department") is requesting the City Commission to sign Amendment No. Six to the Master Research Agreement with Florida Atlantic University (FAU), extending the Agreement through June 30, 2026.

Background:
The City entered into a Master Research Agreement with FAU on December 15, 2022 for the creation of a Watershed Master Plan in association with the Watershed Planning Grant awarded to the City by the Florida Division of Emergency Management (FDEM) in the amount of One Hundred Thousand Dollars ($100,000.00).

The Florida Division of Emergency Management's (FDEM) Bureau of Mitigation prioritizes flood risk management as an integral part of its mission. The goal of FDEM's Watershed Master Planning Initiative is to assist local communities in developing a Watershed Master Plan for the purpose of increasing flood resiliency in Florida communities. This initiative will also help improve the City's rating in the Community Rating Systems (CRS) of the National Flood Insurance Program (NFIP) that could provide additional savings on flood insurance premiums for Dania Beach residents.

Staff Analysis
The City is requesting an extension, anticipated to be the final extension, to allow additional time to respond to any comments received from FDEM. The agency has initially approved this extension request and has provided an Amendment to the Agreement, that is also on this agenda for approval.

Budgetary Impact
None.

Recommendation
The Community Development Department is recommending execution of the attached Amendment No. Six.

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AMENDMENT NO. 6 TO THE MASTER RESEARCH AGREEMENT BETWEEN THE CITY OF DANIA BEACH AND FLORIDA ATLANTIC UNIVERSITY (FAU), TO REQUEST AN ADDITIONAL SIX-MONTH EXTENSION TO THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT GRANT, SO THAT FAU MAY COMPLETE THE WATERSHED MASTER PLAN; PROVIDING FOR CONFLICTS; FURTHER PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on June 3, 2022, City staff applied for the Watershed Planning Grant from the Florida Division of Emergency Management; and

WHEREAS, on November 21, 2022, the City Commission approved the City to enter into a grant agreement with the Florida Division of Emergency Management's Bureau of Mitigation; and

WHEREAS, on December 15, 2022, the City entered into Master Research Agreement No. C-23-027 with Florida Atlantic University; and

WHEREAS, on September 28, 2023, the City executed Amendment No. 1 to the Master Research Agreement #C-23-027 extending the Agreement through December 31, 2023; and

WHEREAS, on January 9, 2024, the City executed Amendment No. 2 to the Master Research Agreement #C-23-027 extending the Agreement through September 30, 2024; and

WHEREAS, on August 27, 2024, the City executed Amendment No. 3 to the Master Research Agreement #C-23-027 extending the Agreement through December 31, 2024; and

WHEREAS, on December 10, 2024, the City executed Amendment No. 4 to the Master Research Agreement #C-23-2027 extending the Agreement through May 31, 2025; and

WHEREAS, on May 27, 2025, the City executed Amendment No. 5 to the Master Research Agreement #C-23-2027 extending the Agreement through December 31, 2025; and

WHEREAS, the City is awaiting comments from relevant agencies, which may revise the City's report and as such the City requires additional time to receive and incorporate those comments; and

WHEREAS, the State has no objection to the request for additional time for the above stated purpose; and

WHEREAS, the goals of the Watershed Master Planning Initiative are to assist local communities in developing a Watershed Master Plan for purposes of moving the City's rating up in the Community Rating Systems (CRS) of the National Flood Insurance Program (NFIP) and to increase resiliency in Florida communities; and

WHEREAS, the City Administration recommends that the City Commission authorize staff to amend the original Master Research Agreement #C-23-207 for a sixth time to allow for a six-month extension, through June 30, 2026, which Amendment is attached as Exhibit "A", and is incorporated into this Resolution by this reference.

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

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

Section 2. That the proper City officials are authorized to accept and execute Amendment No. 6 to the Master Research Agreement No. C-23-027 on behalf of the City of Dania Beach, Florida with Florida Atlantic University for a sixth-month extension, through June 30, 2026, for the creation of a Watershed Master Plan.

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 will be appropriated within the Grant Fund.

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

Section 6. That this Resolution shall take effect ten (10) days after passage.

PASSED AND ADOPTED on _____, 2026.

Motion by _____ second by _____

FINAL VOTE ON ADOPTION: Unanimous ____

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

ATTEST:

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

APPROVED AS TO FORM AND CORRECTNESS:

_____
EVE A. BOUTSIS
CITY ATTORNEY

AMENDMENT #6
TO
MASTER RESEARCH AGREEMENT C-23-027
TASK ORDER NO: 1
BETWEEN
FLORIDA ATLANTIC UNIVERSITY
AND
CITY OF DANIA BEACH

The TASK ORDER issued under Master Research Agreement No. C-23-027, between Florida Atlantic University ("UNIVERSITY") and City of Dania Beach ("SPONSOR") which was fully executed on March 14, 2023, and amended on September 28, 2023, January 11, 2024, October 16, 2024, January 16, 2025, and May 28, 2025, is hereby amended to reflect the following modification:

Replace Period of Performance with the following:

Period of Performance: Upon execution of the FDEM contract dated March 9, 2023, through June 30, 2026.

Except as hereby modified, all other terms and conditions of the Task Order remain unchanged and in full force.

In WITNESS OF THE FOREGOING, the parties have signed this AMENDMENT, effective on the last date appearing below.

FLORIDA ATLANTIC UNIVERSITY	**SPONSOR - CITY OF DANIA BEACH**
EAC Efrain Arroyo (Jan 28, 2026 11:14:41 EST)	
Name: Efrain Arroyo	Name:
Title: Associate Director, Contract Services	Title:
Date: 1/28/2026	Date:

Agreement Amendment #6 – C-26-239
Revised: August 3, 2023

Amend #6 to TO#1 City of Dania Beach

Final Audit Report 2026-01-28

Created:	2026-01-28
By:	Pamela Gale (pgale@fau.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIXiW1iKZgNdWADXiWePkNIm4udkIN9F3

"Amend #6 to TO#1 City of Dania Beach" History

Document created by Pamela Gale (pgale@fau.edu)
2026-01-28 - 3:12:24 PM GMT

Document emailed to Efrain Arroyo (arroyoe@fau.edu) for signature
2026-01-28 - 3:12:28 PM GMT

Email viewed by Efrain Arroyo (arroyoe@fau.edu)
2026-01-28 - 4:13:41 PM GMT

Document e-signed by Efrain Arroyo (arroyoe@fau.edu)
Signature Date: 2026-01-28 - 4:14:41 PM GMT - Time Source: server

Agreement completed.
2026-01-28 - 4:14:41 PM GMT

City of Dania Beach
City Attorney Memorandum

DATE: 2/10/2026

TO: Mayor and Commissioners

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

VIA: Eve A. Boutsis, City Attorney

SUBJECT: Mac's Towing Services, Inc. Agreement

Request:
To approve an agreement with Mac's Towing Services, Inc.

Background:
Mac's Towing has been providing towing services in the City for many years. The three-year contract with Mac's Towing has expired. The City has drafted a new towing agreement for a five-year term, with two, 5-year optional renew terms. The terms and conditions of the agreement are consistent with the Broward County Code and with the standards of the industry. Mac's Towing is a qualified firm willing and able to perform the services herein required from time to time pursuant to the basic terms and conditions set forth in the attached Agreement. The City intends and Mac's Towing acknowledges that any services performed pursuant to the proposed Agreement shall be non-exclusive and performed on an as needed basis and at the sole discretion of City, with no guaranty as to any minimum number of tows to be performed by Mac's Towing. Mac's Towing shall tow, at no charge to and at the request of the City, all City owned and leased vehicles or vessels to either the City Police Department Headquarters, or a repair shop designated by the City, or any other specified City facility.

Budgetary Impact
N/A

Recommendation
That the agreement be authorized and executed by the appropriate city officials.

RESOLUTION NO. 2026-_____

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

WHEREAS, Mac's Towing Services, Inc. ("Mac's"), has provided services for many, many years, and their current agreement with the City expired on January 11, 2026; and

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

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

WHEREAS, Mac's shall perform the services for an initial five (5) year period which; and

WHEREAS, the Agreement may be renewed for two (2) additional five (5) year terms upon the mutual consent of the Parties, evidenced by a written amendment.

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

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

Section 2. That the City Commission authorizes the execution of towing agreement with Mac's Towing Services, Inc. for a five-year term, with two, five-year extensions.

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

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

PASSED AND ADOPTED on,_____2026.

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

TOWING SERVICES AGREEMENT

THIS AGREEMENT ("Agreement"), is dated this ___day of _____, **2026,** and is entered into by and between the **City of Dania Beach,** a municipal corporation of the State of Florida, with a business address of 100 W Dania Beach Boulevard**,** Dania Beach, Florida 33004 (hereinafter referred to as the "City"), and **Mac's Towing Services, Inc.,** a **profit corporation,** as listed with the Florida Division of Corporations, authorized to do business in the State of Florida, and with a business address of 418 SW 2nd Place, Dania Beach, Florida 33004 (hereinafter referred to as the "Contractor"). City and Contractor may hereinafter be referred to collectively as the "Parties."

W I T N E S S E T H :

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

ARTICLE 1
PREAMBLE

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

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

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

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

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

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

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

1.8 Mac's Towing Services, Inc. is located at 418 SW 2nd Place, Dania Beach, Florida which is within 10 miles of the City, consistent with the requirements of Section 20-48, and meets the minimum qualifications of the City; and

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

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

ARTICLE 2
SERVICES AND RESPONSIBILITIES

2.1 General

2.1.1 Contractor**,** for and in consideration of the requirements herein contained, agrees to remove vehicles or vessels from the streets or other property within the City, as directed by authorized representatives of the City's Police Department[1] and other City designee(s), in accordance with the City's Code of Ordinances.

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

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

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

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

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

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

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

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

2.1.9 If the City has a contract with more than one towing company, the services of each company shall be rotated monthly, with BSO using the services of one towing company one month, and then rotating to the second company the following month, etc. During that one month period during which services are being utilized that Contractor shall be required to comply with all the terms and conditions of the underlying contract, including all services identified under section 2.2, below.

2.2 **Services To Be Provided By Contractor**

2.2.1 Contractor shall tow, at no charge to and at the request of the City, all City owned and leased vehicles or vessels to the City Police Department Headquarters located at 4601 SW 30th Avenue, Dania Beach, Florida 33004 ("Police Department Service Center"), City Hall, located at 100 West Dania Beach Boulevard, Fleet Management, located at 1201 Stirling Road, Dania Beach, Florida 33004, or a repair shop designated by the City, or any other specified City facility.

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

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

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

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

2.3 <u>Records</u>

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

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

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

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

a. Date, time, and location from which the vehicle or vessel was removed.
b. City designee or Police Officer requesting the tow.
c. Vehicle make, model, license plate if known, the VIN number, name and address of the owner or other person legally responsible for the vehicle.
d. The date the vehicle(s) was towed and released to the owner or other person legally responsible for the vehicle.
e. The name of Contractor's designee responsible for the tow.

f. The costs charged to the owner or person lawfully entitled to possession of the vehicle.
g. All notifications to owner or attempts to locate the owner or other legally authorized person.
h. Full inventory list of contents if applicable.

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

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

2.4 REQUIRED REPORTS

2.4.1 **Monthly Reports.**

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

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

f. Name and address of the owner or other person legally responsible for the vehicle.
Full inventory list of contents if applicable.

g. Personal property recovered and returned to the owner of the vehicle or person lawfully entitled to its possession.

h. The name of Contractor's designee responsible for releasing the vehicle(s) to the owner or other person legally responsible for the vehicle.

i. Name and address of the person engaging the Contractor. The date the vehicle(s) was released to the owner or other person legally responsible for the vehicle.

j. Detailed costs, including the administrative fee, charged to the owner or person lawfully entitled to possession of the vehicle. All notifications to owner or attempts to locate the owner or other legally authorized person, including date of notice, time of notice, method of notification, and any other information reasonably required by the City.

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

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

2.4.2 **Quarterly Reports.**

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

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

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

2.5 Report Cards And Reviews

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

ARTICLE 3
MINIMUM STANDARDS

3.1 The Compound

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

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

a. be equipped with a chain-link or solid-wall type fence at least six (6) feet in height;
b. have lighting of sufficient intensity to reveal persons and vehicles at a distance of at least one hundred fifty (150) feet during nighttime; and,
c. one (1) or more of the following security methods must be utilized at compound to discourage theft at the Compound.

i. a night dispatcher or watchman remains on duty at the storage facility from sunset to sunrise;
ii. a security dog remains at the storage facility from sunset to sunrise;
iii. security cameras or other similar surveillance devices monitor the storage facility; or
iv. a security guard service examines the storage facility at least once each hour from sunset to sunrise.

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

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

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

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

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

3.2 **Equipment**

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

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

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

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

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

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

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

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

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

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

3.2.3 Wreckers shall be classified as follows:

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

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

3.2.3.2 **Class B** wreckers/tow trucks:

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

3.2.3.3 **Class C** wreckers/tow trucks:

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

3.2.3.4 **Class D** wreckers/tow trucks:

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

ARTICLE 4
TOWING AND IMPOUNDING PROCEDURES

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

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

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

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

4.5 IMPOUNDED VEHICLES

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

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

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

4.5.2.2 Notifying the registered owner or other legally authorized person responsible for the vehicle of the whereabouts of the vehicle within a seven (7) day period of impoundment if such person's identity has been supplied during that time or within seven (7) days after receipt of the aforementioned information from the City's Police Department.

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

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

4.6 RELEASING VEHICLES

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

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

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

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

4.7 FORFEITURE VEHICLES

4.7.1 Vehicles or vessels seized for forfeiture pursuant to Dania Beach Police Department policy shall be towed to Contractor's secured lot at Compound, or upon City's request, to the Dania Beach Police Department Headquarters. Contractor may recover the costs associated with towing, storage, and statutory fees for vehicles or vessels subject to forfeiture and any vehicles held longer than the five (5) day "HOLD" period in accordance with §§323.00l and 932.704, Florida Statutes, as may be amended from time to time.

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

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

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

4.8 PERSONAL PROPERTY

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

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

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

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

ARTICLE 5
Contractor PERSONNEL, TRAINING, AND CUSTOMER SERVICE

5.1 Contractor PERSONNEL

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

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

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

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

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

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

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

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

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

5.2 **EMPLOYEE TRAINING**

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

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

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

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

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

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

5.3 **CUSTOMER SERVICE**

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

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

ARTICLE 6
COMPENSATION AND METHOD OF PAYMENT

6. 1 The Parties agree compensation for services performed pursuant to this Agreement shall be paid in accordance with this Article.

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

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

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

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

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

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

ARTICLE 7
TERM AND TERMINATION

7.1 Contractor shall perform the services as identified herein, for an initial five (5) year period which shall commence on the date that this Agreement is fully executed, the "Effective Date" and naturally expire five (5) years thereafter.

7.2 This Agreement may be renewed for two (2) additional five (5) year terms upon the mutual consent of the Parties, evidenced by a written amendment to this Agreement extending the term hereof.

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

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

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

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

ARTICLE 8
INDEMNIFICATION AND INSURANCE

8.1 Indemnification

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

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

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

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

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

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

8.2 **General Insurance Provisions**

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

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

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

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

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

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

(i) Commercial General Liability

A. Limits of Liability (Minimum)
- Bodily Injury & Property Damage Liability
- Each Occurrence $1,000,000
- Policy Aggregate $2,000,000
- Personal & Advertising Injury $2,000,000
- Products & Completed Operations $2,000,000

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

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

(ii) Business Automobile Liability

A. Limits of Liability (Minimum)
- Bodily Injury and Property Damage
- Combined Single Limit $2,000,000
- Any Auto/Owned Autos or Scheduled Autos
- Including Hired and Non- Owned Autos
- Any One Accident
- PIP
- Physical Damage for your Vehicles

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

(iii) Crime Insurance/Fidelity Bonds – Third Party

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

Per Employee/Incident	$50,000

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

Garagekeepers	Limit: ACV Per Vehicle

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

Garagekeepers	Limit: ACV Per Vehicle

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

Per Vehicle	Limit: $500 Per Vehicle

(vii) Workers' Compensation / Employers' Liability

A. Workers Compensation Limits: Statutory - State of Florida

B. Employers Liability Limits:
   C. $500,000 for bodily injury caused by an accident, each accident
   D. $500,000 for bodily injury caused by disease, each employee
   E. $500,000 for bodily injury caused by disease, policy limit

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

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

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

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

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

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

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

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

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

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

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

8.3 **Required Endorsements.**

8.3.1 The City of Dania Beach shall be named as an Additional Insured on each of the Liability Policies required herein.
8.3.2 Waiver of all Rights of Subrogation against the City.
8.3.3 Thirty (30) Day Notice of Cancellation or Non-Renewal to the City.
8.3.4 Contractor's policies shall be Primary & Non-Contributory.
8.3.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the City.

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

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

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

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

ARTICLE 9
NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, neither the Contractor nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Contractor will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. Contractor further agrees that Contractor will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

ARTICLE 10
INDEPENDENT CONTRACTOR

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not the City's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's

activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or Federal policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 11
AGREEMENT SUBJECT TO FUNDING

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

ARTICLE 12
UNCONTROLLABLE FORCES

Neither City nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to tire, flood, earthquakes, storms, lightning, epidemic, pandemic, acts of God, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 13
GOVERNING LAW AND VENUE

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

ARTICLE 14
SIGNATORY AUTHORITY

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

ARTICLE 15
BANKRUPTCY

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

ARTICLE 16
MERGER; AMENDMENT

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

ARTICLE 17
DEFAULT OF CONTRACT & REMEDIES

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

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

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

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

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

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

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

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

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

17.4.6 The making by Contractor of any general assignment or general arrangement for the benefit of creditors, or the filing by or against Contractor of a petition to have Contractor adjudged a bankruptcy, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Contractor, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of Contractor's assets, or for Contractor's interest in this Agreement, where possession is not restored to Contractor within thirty (30) days; for attachment, execution or other judicial seizure of substantially all of Contractor's assets, or for Contractor's interest in this Agreement, where such seizure is not discharged within thirty (30) days.

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

ARTICLE 18
PUBLIC RECORDS

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

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

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

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

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

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

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

Custodian of Records:	**ELORA RIERA, MMC** **City Clerk**
Mailing Address:	**100 W. Dania Beach Boulevard** **Dania Beach, Florida 33004**
Telephone number:	**954-924-9800, Ext. 3624**
Email:	**eriera@daniabeachfl.gov**

ARTICLE 19

SCRUTINIZED COMPANIES

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

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

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

19.1.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

19.1.2.2 Is engaged in business operations in Syria.

ARTICLE 20
EQUAL BENEFITS FOR EMPLOYEES

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

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

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

ARTICLE 21
EMPLOYMENT ELIGIBILITY

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

2 1 .1.1 **Definitions for this Section.**

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

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

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

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

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

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

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

21.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any

challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

ARTICLE 22
MISCELLANEOUS

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

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

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

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

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

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

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

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

Contractor:
Mac's Towing Services, Inc.
418 SW 2nd Place
Dania Beach, Florida 33004

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

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

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

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

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

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

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

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

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

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

SIGNATURES ON THE FOLLOWING PAGES

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

ATTEST:

City OF DANIA BEACH, FLORIDA,
a Florida municipal corporation

ELORA REIRA, 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

Contractor:
Mac's Towing Services, Inc.
a Florida corporation

WITNESSES:

_____
SIGNATURE

_____
PRINT NAME

_____
SIGNATURE

_____
PRINT Name

_____
SIGNATURE

_____
PRINT NAME

_____
TITLE

Date:_____

STATE OF FLORIDA)

COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, on _____, 2026 by _____, as _____ of Mac's Towing Services, Inc., a Florida corporation. He/she is personally known to me or has produced _____as identification.

My Commission Expires:

_____
Notary Public, State of Florida

_____
Print Name:

City of Dania Beach
Public Services Memorandum

DATE: 2/10/2026

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/City Engineer

SUBJECT: **AUTHORIZATION OF A FOURTH AMENDMENT TO THE JANITORIAL SERVICES AGREEMENT AWARDED VIA INVITATION TO BID (ITB) NO. 21-027 ENTITLED "JANITORIAL SERVICES" WITH CLEAN SPACE, INC. TO ACCOMMODATE A REQUEST FOR A THREE AND A HALF PERCENT (3.5%) INCREASE IN THE JANITORIAL SERVICE RATES FOR THE FOUR CORE FACILITIES TO HELP OFFSET AN APPROXIMATELY EIGHT PERCENT (8%) INCREASE IN THE FLORIDA MINIMUM WAGE FOR BOTH FY2026 AND FY2027**

Request:
The Public Services Department is requesting authorizing a fourth amendment to the janitorial services agreement awarded via Invitation to Bid (ITB) No. 21-027 entitled "Janitorial Services" with Clean Space, Inc. to accommodate a request for a three and a half percent (3.5%) increase in the janitorial service rates for the four core facilities to help offset an approximately eight percent (8%) increase in the Florida minimum wage for both FY2026 and FY2027.

Background:
The City of Dania Beach has several high-use, multi-work shift facilities that require janitorial services on a daily basis. Invitation to Bid (ITB) No. 21-027 was advertised and awarded to Clean Space, Inc. The original janitorial agreement was executed on November 23, 2021, and included two (2), two-year renewal options. Subsequent amendments extended the agreement through November 2027.

The City is satisfied with the quality and reliability of Clean Space, Inc.'s janitorial services and, upon receiving the aforementioned request to increase the janitorial service rates for City Hall, Public Parking Garage adjacent to it, the Public Services Building and Water Plant deemed it justified and reasonable.

Budgetary Impact
The annual cost impact of the three and a half percent rate increase will be $75,486.30 ($7,920.70 x 9 months + $4,200.00 for the annual deep cleaning) for FY2026, and $102,575.04 ($8,197.92 x 12 months + $4,200.00 for the annual deep cleaning) for FY2027, exclusive of any

event-based or special services. Funding for the additional cost is available appropriated within the Facilities “Contractual Services General” Account No. 505-39-02-539-34-10.

Recommendation

It is recommended that the City Commission adopt the resolution authorizing a fourth amendment to the janitorial services agreement awarded via Invitation to Bid (ITB) No. 21-027 entitled “Janitorial Services” with Clean Space, Inc., increasing the janitorial rates for City Hall, Public Parking Garage adjacent to it, the Public Services Building and Water Plant by three and a half percent for both FY2026 and FY2027.

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING AN FOURTH AMENDMENT TO THE JANITORIAL SERVICES AGREEMENT AWARDED VIA INVITATION TO BID ("ITB") NO. 21-027, ENTITLED "JANITORIAL SERVICES" WITH CLEAN SPACE, INC. TO INCREASE THE JANITORIAL SERVICES RATE CHARGED BY THREE AND A HALF PERCENT (3.5%) TO HELP OFFSET AN APPROXIMATELY EIGHT PERCENT (8%) INCREASE IN THE FLORIDA MINIMUM WAGE FOR FISCAL YEAR 2026 AND AN ADDITIONAL THREE AND A HALF PERCENT (3.5%) INCREASE FOR 2027 THROUGH THE END OF THE AGREEMENT, PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dania Beach has several high-use, multi-work shift facilities that require janitorial services on a daily basis; and

WHEREAS, the City is satisfied with the quality and reliability of Clean Space, Inc.'s janitorial services; and

WHEREAS, the minimum wage rate, which impacts Clean Space's labor costs directly, has been increased by eight percent (8%); and

WHEREAS, to help offset the impact of this cost increase, Clean Space has requested a three and a half percent (3.5%) increase in its janitorial services rates for the core facilities currently serviced for fiscal year 2026, and an additional three and a half percent (3.5%) for the final length of the agreement, through November 23, 2027; and

WHEREAS, the City Administration recommends that the City Commission approve an amendment to the Agreement with Clean Space, Inc. for a (3.5%) increase in the rate charged for janitorial services for the January 1, 2026 through September 30, 2026 and another 3.5% increase for October 1, 2026 through November 23, 2027 fiscal years.

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

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

Section 2. That the City Commission authorizes the proper City officials to execute a Fourth Amendment to the Agreement with Clean Space, Inc., which amendment is attached as Exhibit "A" and incorporated into this Resolution by this reference, to approve a three and a half percent (3.5%) increase in the rate charged for janitorial services for January 1, 2026 through

September 30, 2026 resulting in a projected annual cost increase of $75,486.30 ($7,920.70 x 9 months + $4,200.00 for the annual deep cleaning), and another three and a half percent (3.5%) increase for October 1, 2026 through November 23, 2027 resulting in a projected annual cost increase of $102,575.04 ($8,197.92 x 12 months + $4,200.00 for the annual deep cleaning).

Section 3. That funding for the additional routine janitorial services is available and appropriated within the Facilities "Contractual Services General" Account No. 505-39-02-539-34-10.

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 become effective upon its passage and adoption.

PASSED AND ADOPTED on _____, 2026.

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

FOURTH AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA AND CLEAN SPACE, INC. FOR JANITORIAL SERVICES (ITB 21-027)

This Fourth Amendment ("Amendment") is entered into this ___ day of _____, 2026, by and between the **City of Dania Beach, Florida** ("City") and **Clean Space, Inc.** (the "Contractor") with a mailing address of 3764 Northwest 124 Avenue, Coral Springs, Florida 33065.

RECITALS

WHEREAS, the City and Contractor entered into the Agreement for Janitorial Services on November 23, 2021, pursuant to ITB No. 21-027; and

WHEREAS, the Agreement provided for two (2) additional two-year renewal options; and

WHEREAS, the parties executed a First Amendment and Renewal dated December 8, 2023, which (i) exercised the first two-year renewal term through November 23, 2025, and (ii) increased the Agreement pricing for Fiscal Years 2024 and 2025, resulting in a total annual amount of $91,834.20 for FY 2025, plus $4,200.00 per year for additional deep cleaning/sealing at City Hall; and

WHEREAS, the parties subsequently executed a Second Amendment to add services at the I.T. Parker Community Center and a Third Amendment to add services at the C.W. Thomas Community Center and to exercise the second two-year renewal option through November 23, 2027;

WHEREAS, the parties subsequently executed a Third Amendment in order to exercise the second two-year renewal through November 2027; and

WHEREAS**,** the parties are seeking a fourth amendment as the minimum wage rate, which impacts Clean Space's labor costs directly, has been increased by eight percent (8%); and

WHEREAS, to help offset the impact of this cost increase, Clean Space has requested a three and a half percent (3.5%) increase in its janitorial services rates for the core facilities currently serviced; and

WHEREAS, the City Administration recommends that the City Commission approve an amendment to the Agreement with Clean Space, Inc. for a (3.5%) increase in the rate charged for janitorial services for the 2026 and 2027 fiscal years.

NOW, THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows:

1. Incorporation of Recitals

The above Recitals are incorporated herein by reference.

2. Renewal Term

The City exercised the final renewal option, extending the Agreement **November 24, 2025, through November 23, 2027.**

3. Updated Pricing with Two Adjustments

a. First Adjustment (January 1, 2026 – September 30, 2026)

Effective **January 1, 2026**, the recurring monthly service rates for City Hall, the Public Parking Garage, the Public Services Building, and the Water Treatment Plant shall be increased by **t**hree and one-half percent (3.5%) from the rates in effect immediately prior to January 1, 2026. These adjusted rates shall remain in effect through September 30, 2026.

Based on the prior monthly rates, the estimated adjusted monthly rates for this period are as follows:

Location	**Prior Monthly Rate**	**Monthly Rate (3.5% Increase)**
City Hall	$2,801.08	$2,899.12
Parking Garage	$3,545.14	$3,669.22
Public Services Building	$1,007.95	$1,043.23
Water Treatment Plant	$298.68	$309.13

The combined estimated monthly total for these four facilities during this period is **$7,920.70**.

b. Second Adjustment (October 1, 2026 – September 30, 2027)

Effective **October 1, 2026**, the recurring monthly service rates for the same facilities shall be increased by an **additional three and one-half percent (3.5%)**, applied to the adjusted rates set forth in subsection (a) above. These rates shall remain in effect for a period of **twelve (12) months**, through **September 30, 2027**, within the current renewal term.

The estimated monthly rates following the second adjustment are as follows:

Location	**Monthly Rate as of Sept. 30, 2026**	**Monthly Rate (Additional 3.5%)**
City Hall	$2,899.12	$3,000.59
Parking Garage	$3,669.22	$3,797.64

Location	Monthly Rate as of Sept. 30, 2026	Monthly Rate (Additional 3.5%)
Public Services Building	$1,043.23	$1,079.74
Water Treatment Plant	$309.13	$319.95

The combined estimated monthly total for these four facilities during this period is **$**8,197.92, resulting in an estimated annual amount of $98,375.04 for the twelve-month period beginning October 1, 2026.

c. No Further Adjustments

Except for the two specific adjustments expressly set forth in this Section 3, the Agreement contains **no automatic escalation**, and no further price increases shall occur absent a future written amendment approved by the City Commission.

4. City Hall Deep Cleaning Services

In addition to the recurring janitorial services provided under the Agreement, the Contractor shall perform annual deep cleaning and sealing services at City Hall as an added service during the current renewal term. The cost for such added services shall be $4,200.00 per year**.**

5. Other Rates Unchanged

All other pricing and rate provisions under the Agreement, as amended — including, without limitation, the annual deep cleaning/sealing maintenance service for City Hall, the special event hourly rates, and the rates applicable to the I.T. Parker Community Center and C.W. Thomas Community Center — shall remain unchanged and in full force and effect, unless modified by a future written amendment approved by the City Commission.

6. No Automatic Escalation

The parties expressly acknowledge that the Agreement contains no escalation clause, and no additional price increases shall occur without a written amendment approved by the City Commission.

7. No Other Changes

Except as modified herein, all terms of the Agreement and prior Amendments remain in full force and effect.

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:

CONTRACTOR:
Clean Space, Inc.,
a Florida corporation

_____
Signature

_____
PRINT Name

_____
Signature

_____
PRINT Name

_____
Signature

Matt Giunco
PRINT Name

OPERATIONS MANAGER
Title

Dated: _____, 2026

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, on _____, 2026 by Matt Giunco, as Operations Manager of Clean Space, Inc., a Florida corporation. He/she is personally known to me or has produced _____as identification.

My Commission Expires:

_____
Notary Public, State of Florida

_____
Print Name :

City of Dania Beach
Public Services Memorandum

DATE: 2/10/2026

TO: Mayor and Commissioners

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

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

SUBJECT: **REQUEST TO APPROVE AN AMENDMENT TO THE SOURCEWELL AGREEMENT WITH GENEERAC FOR EMERGENCY GENERATOR PROCUREMENT – CITY HALL AND FIRE STATION NO. 1**

Request:
The Public Services Department (PSD) is seeking approval to amend the existing cooperative purchasing agreement executed through Sourcewell with Generac to incorporate an updated scope, pricing, and terms necessary for the procurement of emergency generators for City Hall and Fire Station No. 1. This amendment will allow the City to proceed with procurement in an expedited and compliant manner consistent with Sourcewell cooperative purchasing provisions and City procurement requirements.

Background:
As part of the City's ongoing resiliency and critical facilities hardening initiatives, PSD is advancing the replacement and installation of emergency generators at City Hall and Fire Station No. 1. These facilities are essential to maintaining continuity of government operations and emergency response services during and after major storm events. The City is an active Sourcewell member and has previously utilized Sourcewell contracts to streamline procurement while ensuring competitive pricing and compliance with Florida procurement statutes. Generac is an approved Sourcewell vendor for industrial emergency power generation equipment and associated services.
Since execution of the original Sourcewell agreement, project requirements have evolved to reflect updated engineering criteria, delivery timelines, and site-specific needs identified during coordination with City staff, consultants, and Procurement.The proposed amendment to the Sourcewell Agreement with Generac is required to:

- Incorporate updated generator specifications for City Hall and Fire Station No. 1
- Reflect revised pricing based on finalized equipment configurations
- Address extended lead times and delivery schedules currently estimated at approximately twenty-two (22) weeks
- Clarify scope elements related to accessories, commissioning, and coordination

requirements
- Align the agreement with current project phasing and funding allocations

The amendment does **not** change the cooperative purchasing framework; it solely updates commercial and technical terms necessary to advance procurement.

Budgetary Impact
The anticipated budgetary impacts associated with this amendment are summarized below:

- City Hall Generator (estimated): $ 188,597.27
- Fire Station No. 1 Generator (estimated): $ 130,370.71
- Total Amendment Value: $ 318,967.98

Final pricing will remain consistent with Sourcewell contract terms and will be verified by Procurement prior to issuance of a purchase order.
Funding for this project will be appropriated from the General Grant Fund Account No. 103-18-65-519-63-10 (4437-203-R) and the Fire Rescue Grant Fund 103-22-65-522-63-10 (4437-285-R) Sufficient funds are available within the approved project budgets. No additional budget allocation is anticipated at this time. Any required budget transfers will be processed upon approval.

Recommendation
The Public Services Department recommends approval of the proposed amendment to the Sourcewell Agreement with Generac to allow timely procurement of emergency generators for City Hall and Fire Station No. 1, ensuring project continuity, compliance with grant and resiliency objectives, and readiness ahead of the upcoming hurricane seasons.

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PURCHASE OF TWO (2) EMERGENCY GENERATORS, ONE (1) FOR CITY HALL AND ONE (1) FOR FIRE STATION NO. 1, UTILIZING SOURCEWELL CONTRACT NO. 092222-GNR WITH GENERAC POWER SYSTEMS, INC., AND ITS AUTHORIZED RETAILER, GENSET SERVICES, INC.; AUTHORIZING A "FIRST AMENDMENT TO SOURCEWELL PARTICIPATING ADDENDUM"; AND ACKNOWLEDGING THAT THE FUNDING OF THE GENERATORS SHALL EXCEED THE ANNUAL VENDOR THRESHOLD OF FIFTY THOUSAND DOLLARS ($50,000.00); AUTHORIZING SUCH PURCHASES TO BE MADE WITHIN THE RESPECTIVE DEPARTMENTS' APPROVED BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; AND 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 City government in amounts in excess of the established monetary threshold without competitive bidding and without advertisement for bids when authorized in advance by resolution adopted by the City Commission, if such purchases are made pursuant to a competitive bid obtained within the last eighteen (18) months by other governmental agencies such as the federal government, State of Florida or the Florida county or municipality; 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 $50,000.00 for a vendor each fiscal year; and

WHEREAS, Generac Power Systems, Inc. has been competitively awarded Sourcewell Contract No. 092222-GNR for generators and related equipment and services, which contract was competitively solicited and awarded in accordance with applicable procurement requirements; and

WHEREAS, Genset Services, Inc. is an authorized retailer under Sourcewell Contract No. 092222-GNR and is authorized to provide Generac equipment pursuant to said contract; and

WHEREAS, the City desires to utilize Sourcewell Contract No. 092222-GNR to purchase the required generators from Generac Power Systems, Inc. through its authorized retailer, Genset Services, Inc., in an amount that will exceed the City's annual vendor threshold of Fifty Thousand Dollars ($50,000.00), thereby requiring City Commission approval; and

WHEREAS, the Generac Power Systems, Inc., Sourcewell Contract is being amended to authorize a "First Amendment To The Sourcewell Participating Addendum" to authorize the generator purchases; and

WHEREAS, the Public Services Director has determined that the purchase of the generators through Sourcewell Contract No. 092222-GNR represents the best value to the City, avoids the need for a separate competitive solicitation, and complies with the City's procurement policies; and

WHEREAS, the Sourcewell contract, together with the proposal from Genset Services, Inc. dated January 26, 2026, for the City Hall generator in the amount of $188,597.27, and the proposal dated January 28, 2026, for the Fire Station No. 1 generator in the amount of $130,370.71, and the "First Amendment to the Sourcewell Participating Addendum" are intended to be attached as composite Exhibit A, and incorporated herein by reference; and

WHEREAS, subsequent to the original scope and procurement authorization, it has been determined that an amendment is required to the approved procurement action in order to fully implement the City Hall and Fire Station No. 1 emergency generator projects, and to ensure consistency with current project requirements, funding conditions, and operational needs.

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 hereby authorizes the purchase of two (2) emergency generators, one (1) for City Hall in the amount of $188,597.27 from GL Account No. 103-18-65-519-63-10 and one (1) for Fire Station No. 1 in the amount of $130,370.71 from , GL Account No. 103-22-65-522-63-10 utilizing Sourcewell Contract No. 092222-GNR with Generac Power Systems, Inc., through its authorized retailer, Genset Services, Inc., in a total amount not to exceed $318,967.98, which exceeds the annual vendor threshold of Fifty Thousand Dollars ($50,000.00).

Section 3. That the City Manager or designee is hereby authorized to execute any and all documents and take any actions necessary to implement this Resolution, including the issuance of purchase orders pursuant to Sourcewell Contract No. 092222-GNR.

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

Section 5. That this Resolution shall become effective upon its passage and adoption.

PASSED AND ADOPTED on _____, 2026.

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

FIRST AMENDMENT TO SOURCEWELL PARTICIPATING ADDENDUM

This First Amendment (the "Amendment") is made and entered into as of _____, 2026, by and between the **CITY OF DANIA BEACH, FLORIDA**, a Florida municipal corporation (the "City"), and **GENERAC POWER SYSTEMS, INC.**, through its authorized Sourcewell distributor **GENSET SERVICES, INC.** (collectively, the "Contractor").

Recitals

WHEREAS, Sourcewell (formerly NJPA) competitively solicited and awarded Contract No. **092222-GNR** for generators and related equipment and services to Generac Power Systems, Inc. (the "Sourcewell Contract"); and

WHEREAS, the City is a participating Sourcewell member and previously entered into a participating addendum incorporating the Sourcewell Contract by reference (the "Agreement"); and

WHEREAS, the City desires to procure emergency standby generators and related equipment for City Hall and Fire Station No. 1 as part of its critical facilities resiliency program; and

WHEREAS, subsequent to execution of the Agreement, project requirements evolved to reflect updated engineering criteria, finalized equipment configurations, delivery schedules, and site-specific coordination needs, as documented in the Public Services Department memorandum dated February 10, 2026; and

WHEREAS, the City Commission has authorized amendment of the Agreement to incorporate updated scope and pricing consistent with Sourcewell cooperative purchasing requirements.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Incorporation of Proposals as Exhibits

The Agreement is hereby amended to incorporate the following documents as **Exhibits**, all of which are attached hereto and incorporated by reference as if fully set forth herein:

- **Exhibit A** – Genset Services, Inc. Proposal No. **66545**, dated January 26, 2026, for the **City Hall Emergency Generator**, in the amount of **$188,597.27**.
- **Exhibit B** – Genset Services, Inc. Proposal No. **66585**, dated January 28, 2026, for the **Fire Station No. 1 Emergency Generator**, in the amount of **$130,370.71**.

2. Continuing Applicability of Sourcewell Contract

- Except as expressly amended by this First Amendment, all terms, conditions, representations, warranties, indemnities, pricing structures, and risk allocations set forth in Sourcewell Contract No. 092222-GNR, as incorporated into the City's participating addendum, shall remain unchanged and in full force and effect and are hereby ratified and confirmed.
- In the event of any inconsistency between this Amendment, the Exhibits, and the Sourcewell Contract, the Sourcewell Contract shall control unless the inconsistency is expressly identified and approved herein.

3. Updated Scope of Work

The scope of work under the Agreement is amended solely to include the equipment, accessories, factory testing, startup, and commissioning services described in Exhibits A and B, including but not limited to:

- Generator sets with hurricane-rated enclosures and fuel tanks;
- Automatic transfer switches and associated controls;
- Factory testing, startup, and commissioning with load bank testing;
- Manufacturer warranties as specified in the Exhibits.

4. No Installation or Construction Services

- This Amendment does not authorize installation, construction, site work, electrical work, rigging, foundations, trenching, utility connections, or offloading services. Any such services shall require a separate written agreement executed by the City in accordance with applicable procurement requirements.

5. Contract Value; Not-to-Exceed Amount

The total compensation authorized under this Amendment shall not exceed **$318,967.98**, consisting of:

- City Hall Generator: $188,597.27
- Fire Station No. 1 Generator: $130,370.71

Any increase in cost, including but not limited to tariff impacts, material escalation, or delivery-related adjustments, shall require prior written approval by the City and, if applicable, City Commission authorization.

6. Purchase Order Requirement

No work shall commence, and no equipment shall be manufactured, released, or delivered, unless and until a valid City purchase order is issued in accordance with the Agreement and City procurement procedures.

7. Estimated Delivery Schedule

Delivery timelines referenced in Exhibits A and B are estimates only and subject to manufacturer lead times. Nothing herein shall be construed as a guarantee of delivery by a date certain unless expressly stated in writing by the City.

8. Acceptance

Final acceptance of the equipment shall be subject to receipt and approval by the City of required commissioning documentation, certified test reports, and warranty documentation as specified in the Exhibits and the Sourcewell Contract.

9. Order of Precedence

In the event of any conflict or inconsistency, the order of precedence shall be:

(1) Sourcewell Contract No. 092222-GNR;
(2) the City's participating addendum;
(3) this First Amendment; and
(4) the Exhibits.

10. Authority

The City Manager or designee is authorized to execute this Amendment and any associated purchase orders or administrative documents necessary to implement the procurement consistent with City Commission authorization.

11. Effective Date

This Amendment shall become effective upon execution by both parties.

[Remainder of Page Intentionally Left Blank; Signature Page Follows.]

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date first written above.

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

ATTEST:

CITY:
CITY OF DANIA BEACH, FLORIDA
a Florida Municipal Corporation

_____
ELORA RIERA, MMC
CITY CLERK

_____
JOYCE L. DAVIS
MAYOR

_____
ANA M. GARCIA, ICMA-CM
CITY MANAGER

Dated: _____, 2026

APPROVED FOR FORM AND CORRECTNESS:

_____
EVE A. BOUTSIS
CITY ATTORNEY

CONTRACTOR:

WITNESSES:

GENERAC POWER SYSTEMS, INC.
Through Authorized Sourcewell Distributor:
GENSET SERVICES, INC.

_____
SIGNATURE

_____
PRINT Name

_____
SIGNATURE

_____
PRINT Name

_____
SIGNATURE

_____
PRINT Name

_____
SIGNATURE

_____
PRINT Name

_____
Title

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, on _____, 2026, by _____, as _____ of GENERAC POWER SYSTEMS, INC. through authorized Sourcewell distributor: GENSET SERVICES, INC.. He/she is personally known to me or has produced _____as identification.

_____
NOTARY PUBLIC

My Commission Expires:

State of _____

GENSET SERVICES, INC.

Sales & Service for Standby Engine Generators

GENERAC | INDUSTRIAL POWER

Proposal#: 66545 **Proposal Date: 01/26/2026** **Valid Until: 02/25/2026**

Job Name: **Dania Beach City Hall**

Prepared For: City of Dania Beach

Contact: Joel Rodriguez

Project Rep: David Rodriguez

Phone: 954-956-9252

Email: drodriguez@gensetservices.com

We are pleased to offer the following proposal:

Quantity 1 - Generac Industrial diesel engine-driven generator set with turbocharged/aftercooled 6-cylinder 12.9L engine, consisting of the following features and accessories:

- Stationary Emergency-Standby rated
- 350kW Rating, wired for 120/208 VAC three phase, 60 Hz
- **Upsized K0600124Y23 Alternator**
- Permanent Magnet Excitation
- UL2200
- EPA Certified
- SCAQMD
- Level 2 Acoustic Enclosure, Aluminum
  - Industrial Grey Baked-On Powder Coat Finish
  - **High Velocity Hurricane Zone Certified**
    - Meets the Follwing Florida Building Code standards:
      - TAS-201 (Large Missile Impact - Level E)
      - TAS-202 (Uniform Static Air Pressure)
      - TAS-203 (Cyclic Wind Pressure)
      - PE Stamps
- **1215GL Useable**, 1353GL Actual, UL-142, FDEP, Sub-base Fuel Tank :
  - 7GL Fuel/Spill box
  - High level fuel switch
  - Mechanical Fuel Gauge
  - Overfill Prevention Valve
  - 2 light annunciator
- H-100 Control Panel
  - Meets NFPA 99 and 110 requirements
  - Temp Range -40 to 70 degrees C
  - Digital Microprocessor:
    - Two 4-line x 20 displays, full system status
    - 3 Phase sensing, +/-0.25% digital voltage regulation
    - RS232, RS485 and Canbus remote ports
    - Waterproof connections

        - All engine sensors are 4-20ma for minimal interference
        - Programmable I/O
        - Built-in PLC for special applications
    - Engine function monitoring and control:
        - Full range standby operation; programmable auto crank, Emergency Stop, Auto-Off-Manual switch
        - Isochronous Governor, +/-0.25% frequency regulation
        - Full system status on all AC output and engine function parameters
        - Service reminders, trending, fault history (alarm log)
        - I2T function for full generator protection
        - Selectable low-speed exercise
    - HTS transfer switch function monitoring and control
    - 2-wire start controls for any 2-wire transfer switch
- Remote Emergency Stop Switch, Break-Glass, shipped loose
- 21 Light Remote Annunciator
    - Surface-Mount
    - Integral 8 Function Relay Board
- Primary MLCB, 80% rated thermal-magnetic
    - 500 Amp
    - Alarm Contacts, Shunt Trip
    - Auxiliary Contacts, 1 Set
- Secondary MLCB, 80% rated thermal-magnetic
    - 500 Amp
    - Alarm Contacts, Shunt Trip
    - Auxiliary Contacts, 1 Set
- Battery Charger, 10 Amp, NFPA 110 compliant, installed
- 110 AH, 925 CCA Group 31 Batteries, with rack, installed
- 120V GFCI and 240V Outlet
- CB Aux Contacts Wired to Control Panel for Alarm
- Alternator Strip Heater
- Industrial Connectivity Gateway Device
- Critical Grade Silencer
- Coolant Heater, 2500W, 208VAC
- Blocked Air Filter Indicator
- Engine Run Relay
- Flush Mount Annunciator Kit
- Generac Link Manager hardware gateway for remote monitoring and control
    - 2 Serial Ports: CAN/RS485; 2 TCP Ports: Eth1 (Ethernet 1), Eth2 (Ethernet 2)
    - Antennas: GPS, Ethernet Ports (2); Cellular SIM Card Ruggedized 2FF
- 3 Owner's manuals
- 1 Hour factory load testing at reactive (0.8) power factor
- Certified Test Report

- **5-Year Comprehensive Warranty**
- SD0350GG17129D18HPLY3

Quantity 1 - TX Series Automatic Transfer Switch consisting of the following features and accessories:

- 600 Amp, 4 pole, 120/208 VAC three phase, 60 Hz, with 2 or 3-Wire Start Circuit
  - Utility Voltage Sensing Controls:
    - Adjustable Drop-out and Pick-up
    - Adjustable Utility Interrupt Delay
  - Adjustable Logic Controls:
    - Minimum Standby Voltage
    - Minimum Standby Frequency
    - Engine Warmup
    - Return to Utility
    - Engine Cooldown
    - Transfer on Exercise
- 3 Owner's Manuals
- Double Set of Form C Aux Cont
- IBC Seismic Certified
- Withstand and Close-On Rating - 100kA Specific Breaker
- Enclosure Heater
- IO Board - 4 Inputs, 4 Outputs
- UL Listed 1008 by ETL
- Controller and Circuit Breaker Covers, Padlockable, Black
- **NEMA 4X 304 SS Enclosure**
- **Non-Service Entrance Rated**
- Time Delay Neutral
- Five Year Extended Warranty
- TX301DS0600G4CM

Quantity 1 - TX Series Automatic Transfer Switch consisting of the following features and accessories:

- 1200 Amp, 4 pole, 120/208 VAC three phase, 60 Hz, with 2 or 3-Wire Start Circuit
  - Utility Voltage Sensing Controls:
    - Adjustable Drop-out and Pick-up
    - Adjustable Utility Interrupt Delay
  - Adjustable Logic Controls:
    - Minimum Standby Voltage
    - Minimum Standby Frequency
    - Engine Warmup
    - Return to Utility
    - Engine Cooldown

  - Transfer on Exercise
- 3 Owner's Manuals
- 4 Sets of Form C Aux Cont
- (4) 4/0-500 MCM CB Lugs
- Withstand and Close-On Rating - 100kA Specific Breaker
- IO Board - 4 Inputs, 4 Outputs
- UL Listed 1008 by ETL
- Steel Controller Door
- **NEMA 1 Enclosure**
- **Service Entrance Rated**
- Time Delay Neutral
- Five Year Extended Warranty
- TX301DS1200G4AI

Quantity 1 - Freight to Jobsite

Quantity 1 - Startup and Commissioning with 4hr Load Bank

Total investments for the above equipment (not including any taxes): **$ 188,597.27**

Terms and Conditions:

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

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

Estimated Delivery:	20-22 weeks
FOB:	jobsite installation and offloading by others unless included in the above BOM
Quoted Per:	E5 and E6 dated 1/6/26
Exceptions to the specifications:	600A ATS is NON- SERVICE RATED, 304SS Base quote includes an HVHZ large missile impact enclosure.

Base quote included one trip for startup and load bank.
Additional trips will be billed at current service tech rates at the time of request.

Generac Sourcewell Contract No. 092222-GNR
City of Dania Beach Sourcewell member # 25520

Customer Authorization:

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

Signature: _____

Print Name:

Title:

Date:

P.O.#:

Project Status

- ◯ Hold for Release
- ◯ Release to Manufacturer

GENSET SERVICES, INC.

Sales & Service for Standby Engine Generators

GENERAC | INDUSTRIAL POWER

Proposal#: 66545 **Proposal Date: 01/26/2026** **Valid Until: 02/25/2026**

Terms and Conditions

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

GENSET SERVICES, INC.

Sales & Service for Standby Engine Generators

GENERAC | INDUSTRIAL POWER

Proposal#: 66585 **Proposal Date: 01/28/2026** **Valid Until: 02/27/2026**

Job Name: **Dania Beach Fire Station 1**

Prepared For: City of Dania Beach

Contact: Joel Rodriguez

Project Rep: David Rodriguez

Phone: 954-956-9252

Email: drodriguez@gensetservices.com

We are pleased to offer the following proposal:

Quantity 1 - Generac Industrial diesel engine-driven generator set with turbocharged/aftercooled 6-cylinder 8.7L engine, consisting of the following features and accessories:

- Stationary Emergency-Standby rated
- 250 kW Rating, wired for 120/240 VAC three phase, 60 Hz
- Permanent Magnet Excitation
- UL2200
- EPA Emergency Certified
- Level 2 Acoustic Enclosure, Aluminum
  - Industrial Grey Baked-On Powder Coat Finish
  - **High Velocity Hurricane Zone Certified**
    - Meets the Follwing Florida Building Code standards:
      - TAS-201 (Large Missile Impact - Level E)
      - TAS-202 (Uniform Static Air Pressure)
      - TAS-203 (Cyclic Wind Pressure)
      - PE Stamps
- **535GL Useable**, 596GL Total. UL-142, FDEP, Sub-base Fuel Tank :
  - 7GL Fuel/Spill box
  - High level fuel switch
  - Mechanical Fuel Gauge
  - 4"Overfill Prevention Valve
  - 2 Light Annunciator
- H-100 Control Panel
  - Meets NFPA 99 and 110 requirements
  - Temp Range -40 to 70 degrees C
  - Digital Microprocessor:
    - Two 4-line x 20 displays, full system status
    - 3 Phase sensing, +/-0.25% digital voltage regulation
    - RS232, RS485 and Canbus remote ports
    - Waterproof connections
    - All engine sensors are 4-20ma for minimal interference
    - Programmable I/O

        - Built-in PLC for special applications
    - Engine function monitoring and control:
        - Full range standby operation; programmable auto crank, Emergency Stop, Auto-Off-Manual switch
        - Isochronous Governor, +/-0.25% frequency regulation
        - Full system status on all AC output and engine function parameters
        - Service reminders, trending, fault history (alarm log)
        - I2T function for full generator protection
        - Selectable low-speed exercise
    - 2-wire start controls for any 2-wire transfer switch
- 21 Light Remote Annunciator
    - Surface-Mount
    - Integral 8 Function Relay Board
- Remote Emergency Stop Switch, Break-Glass, shipped loose
- Primary MLCB, 80% rated thermal-magnetic
    - 400 amp
    - Alarm Contacts, Shunt Trip
    - Auxiliary Contacts, 1 Set
- Secondary MLCB, 80% rated thermal-magnetic
    - 400 amp
    - Alarm Contacts, Shunt Trip
    - Auxiliary Contacts, 1 Set
- Third MLCB, 80% rated thermal-magnetic
    - 200 amp
    - Alarm Contacts, Shunt Trip
    - Auxiliary Contacts, 1 Set
- Battery Charger, 10 Amp, NFPA 110 compliant, installed
- 110 AH, 925 CCA Group 31 Batteries, with rack, installed
- Coolant Heater, 2000W, 240VAC
- Air Filter Restriction Indicator
- Alternator Strip Heater
- Flush Mount Annunciator Kit
- Generac Link Manager hardware gateway for remote monitoring and control
    - 2 Serial Ports: CAN/RS485; 2 TCP Ports: Eth1 (Ethernet 1), Eth2 (Ethernet 2)
    - Antennas: GPS, Ethernet Ports (2); Cellular SIM Card Ruggedized 2FF
- Std set of 3 Manuals
- Certified Test Report
- **5-Year Comprehensive Warranty**
- SD0250JG178.7D18HPLY3

Quantity 1 - TX Series Automatic Transfer Switch consisting of the following features and accessories:

- **400 Amp, 4 pole**, 120/240 VAC three phase, 60 Hz, with 2 or 3-Wire Start Circuit
  - Utility Voltage Sensing Controls:
    - Adjustable Drop-out and Pick-up
    - Adjustable Utility Interrupt Delay
  - Adjustable Logic Controls:
    - Minimum Standby Voltage
    - Minimum Standby Frequency
    - Engine Warmup
    - Return to Utility
    - Engine Cooldown
    - Transfer on Exercise
- 3 Owner's Manuals
- Double Set of Form C Aux Cont
- IBC Seismic Certified
- Withstand and Close-On Rating - 65kA Specific Breaker
- Enclosure Heater
- IO Board - 4 Inputs, 4 Outputs
- UL Listed 1008 by ETL
- Controller and Circuit Breaker Covers, Padlockable, Black
- **NEMA 1 Enlosure**
- **Service Entrance Rated**
- Time Delay Neutral
- **Five Year Extended Warranty**

Quantity 1 - TX Series Automatic Transfer Switch consisting of the following features and accessories:

- **200 Amp, 3 pole**, 120/240 VAC single phase, 60 Hz, with 2 or 3-Wire Start Circuit
  - Utility Voltage Sensing Controls:
    - Adjustable Drop-out and Pick-up
    - Adjustable Utility Interrupt Delay
  - Adjustable Logic Controls:
    - Minimum Standby Voltage
    - Minimum Standby Frequency
    - Engine Warmup
    - Return to Utility
    - Engine Cooldown
    - Transfer on Exercise
- 3 Owner's Manuals
- Double Set of Form C Aux Cont
- IBC Seismic Certified
- Withstand and Close-On Rating - 42kA Specific Breaker

- Enclosure Heater
- IO Board - 4 Inputs, 4 Outputs
- UL Listed 1008 by ETL
- Controller and Circuit Breaker Covers, Padlockable, Black
- **NEMA 4X 316SS Enclosure**
- **Service Entrance Rated**
- Time Delay Neutral
- **Five Year Extended Warranty**

Quantity 1 - Freight to Jobsite

Quantity 1 - Startup and Commissioning w/ 4hr Load Bank

Total investments for the above equipment (not including any taxes): **$ 130,370.71**

Terms and Conditions:

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

Due to uncertainty in the cost of components for our products caused by the current administrations import tariff policies, the above pricing is an estimate and subject to change up to the day the equipment ships. It will be necessary to pass along any increases where additional tariffs apply.

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

Estimated Delivery:	20-22 weeks
FOB:	jobsite installation and offloading by others unless included in the above BOM
Quoted Per:	drawings dated 1/6/26
Exceptions to the specifications:	Base quote includes an HVHZ large missile impact enclosure. Base quote included one trip for startup and load bank. Additional trips will be billed at current service tech rates at the time of request. Generac Sourcewell Contract No. 092222-GNR City of Dania Beach Sourcewell member # 25520 EOR Proposal BOM review 11/27/26

Generator breakers are three pole based on the generator being 3-phase. Contractor to use 2 of the three phases. Load balancing to be taken into consideration when adding loads to the spare breaker in the future.

Customer Authorization:

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

Signature: _____

Print Name:

Title:

Date:

P.O.#:

Project Status

- ◯ Hold for Release
- ◯ Release to Manufacturer

Terms and Conditions

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

City of Dania Beach
Public Services Memorandum

DATE: 2/10/2026

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 / City Engineer

SUBJECT: **AUTHORIZATION TO AWARD ITB No. 25-025 "LIFT STATION #04 MITIGATION" TO SOUTHERN UNDERGROUND INDUSTRIES, INC.**

Request:
The Public Services Department (PSD) is requesting the City Commission's approval to award Bid ("ITB") No. 25-025, *"Lift Station 4 Mitigation"*, to Southern Underground Industries, Inc. (SUI) as the most responsive and qualified bidder.

Background:
On October 14, 2025, the City issued Invitation to Bid ITB No 25-025 for the Lift Station #04 Mitigation, including site demolition, structural upgrades, mechanical and electrical improvements, installation of a generator system, and associated site restoration, in accordance with the plans and specifications prepared by Kimley-Horn and Associates, Inc.

On November 14, 2025, and subsequently reviewed by the Engineer of Record and City staff for responsiveness, qualifications, and compliance with the bid documents.
The following firms submitted bids:

Respondent	**Total Bid Amount**
• Southern Underground Industries, Inc	$2,608,687.96
• Pabon Engineering Inc.	$2,974,500.00
• Intercounty Engineering Inc.	$3,944,944.00
• CMG Pipelines	$3,580,634.50

Following technical review, reference checks, and evaluation of bid responsiveness, Kimley-Horn and Associates, Inc. recommended award to Southern Underground Utilities as the most responsive and responsible bidder.

Budgetary Impact
The base bid submitted by Southern Underground Industries, Inc. is $2,608,687.96. Including a ten percent (10%) contingency of $260,868.76, the total project cost is $2,869,556.75.

Funding for this project will be appropriated from the Sewer Fund 402-35-29-535-63-10. The Project is funded through a combination of City funds and a Florida Department of Environmental Protection (FDEP) grant on a 50/50 basis, pursuant to DEP Agreement No. 23FRP30.

Recommendation
The Public Services Department recommends that the City Commission authorize award of ITB No. 25-025 “Lift Station 4 Mitigation” to Southern Underground Industries, Inc., in an amount not to exceed $2,869,556.75.

RESOLUTION NO. 2026-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF INVITATION TO BID ("ITB") NO. 25-025, ENTITLED "LIFT STATION NO. 4 MITIGATION PROJECT," TO SOUTHERN UNDERGROUND INDUSTRIES, INC., IN AN AMOUNT NOT TO EXCEED TWO MILLION EIGHT HUNDRED SIXTY-NINE THOUSAND FIVE HUNDRED FIFTY-SIX DOLLARS AND 75/100 ($2,869,556.75); PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE..

WHEREAS, the City Commission of the City of Dania Beach authorized the mitigation and improvement of Lift Station No. 4, located in Dania Beach, Broward County, Florida; and

WHEREAS, the City issued Invitation to Bid ("ITB") No. 25-025 for the Lift Station No. 4 Mitigation Project, which includes site demolition, structural upgrades, mechanical and electrical improvements, installation of a generator system, and associated site restoration, in accordance with the plans and specifications prepared by Kimley-Horn and Associates, Inc.; and

WHEREAS, bids were received and evaluated in accordance with City procurement requirements, and the Engineer of Record, Kimley-Horn and Associates, Inc., recommended award to Southern Underground Industries, Inc. as the most responsive and responsible bidder; and

WHEREAS, The base bid submitted by Southern Underground Industries, Inc. is $2,608,687.96, and including a ten percent (10%) contingency of $260,868.79, the total project amount is $2,869,556.75; and

WHEREAS, the Public Services Department concurs with the recommendation of the Engineer of Record and recommends award of ITB No. 25-025 to Southern Underground Industries, Inc.

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. The City Commission hereby authorizes the award of ITB No. 25-025, "Lift Station No. 4 Mitigation Project," to Southern Underground Industries, Inc., in an amount not to exceed $2,869,556.75, including contingency, and authorizes the City Manager to execute the contract and any related documents.

Section 3. Funding for this Project shall be appropriated from the Sewer Fund 402-35-29-535-63-10. The Project is funded through a combination of City funds and a Florida Department of Environmental Protection (FDEP) grant on a 50/50 basis, pursuant to DEP Agreement No. 23FRP30.

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

Section 5. That this Resolution shall become effective 10 days after passage and adoption.

PASSED AND ADOPTED on _____, 2026.

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. BOUTIS
CITY ATTORNEY

AGREEMENT

This Agreement (the "Agreement") is made and entered into this ___ day of _____, 2026, by and between the City of Dania Beach, Florida, a Florida municipal corporation (the "City"), with its principal place of business located at 100 West Dania Beach Boulevard, Dania Beach, Florida 33004, and Southern Underground Industries, Inc., a Florida corporation (the "Contractor"), with a mailing address of 794 S. Military Trail, Deerfield Beach, Florida 33321, email contact Hector Meneses, HectorM@southernundergroundindustries.com.

RECITALS

WHEREAS, the City issued Invitation to Bid No. 25-025, entitled "Lift Station 4 Mitigation Project," for the rehabilitation of Lift Station No. 4 located at 1151 SE 5th Avenue, Dania Beach, Florida;

WHEREAS, the Public Services Department prepared and presented a memorandum dated February 10, 2026, recommending award of ITB No. 25-025 to Southern Underground Industries, Inc. (the "Award Memorandum");

WHEREAS, the City Commission of the City of Dania Beach adopted a Resolution authorizing award of ITB No. 25-025 to the Contractor in an amount not to exceed $2,869,556.75**,** inclusive of a ten percent (10%) contingency.

WHEREAS, the Contractor submitted a bid and supporting materials in response to ITB No. 25-025, which were determined to be responsive and responsible; and

WHEREAS, the City desires to enter into this Agreement with the Contractor to perform the Work in accordance with the ITB documents, the Award Memorandum, the Award Resolution, and the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. INCORPORATION OF RECITALS AND AWARD DOCUMENTS

The foregoing Recitals are true and correct and are incorporated herein by reference. The Award Memorandum and Award Resolution are hereby incorporated into and made part of this Agreement by reference.

2. DEFINITIONS

Capitalized terms not otherwise defined herein shall have the meanings assigned in ITB No. 25-025 and the Contract Documents.

3. SCOPE OF WORK

The Contractor shall furnish all labor, materials, equipment, tools, supervision, permits, coordination, testing, documentation, and services necessary to fully construct, complete, test, and deliver a complete, functional, and fully operational Lift Station No. 4 Mitigation Project, in strict accordance with ITB No. 25-025, all addenda, the plans and technical specifications prepared by Kimley-Horn and Associates, Inc., the Contractor's bid, applicable grant requirements, and all other Contract Documents (collectively, the "Work").

The Work includes, without limitation, all work expressly shown or specified, as well as all incidental, inferable, and ancillary work reasonably necessary to produce a complete and code-compliant project suitable for its intended use, whether or not such work is expressly depicted in the plans or specifications.

The Contractor acknowledges that it has examined the site, reviewed all Contract Documents, and accounted for all conditions affecting performance of the Work. No additional compensation shall be due for work that is reasonably inferable from the Contract Documents or necessary for proper completion, operation, permitting, inspection approval, or grant compliance.

ITB No. 25-025, including all addenda, plans, technical specifications, bid forms, general terms and conditions, special conditions, and attachments, is incorporated herein by reference one time only and attached hereto as Exhibit A.

4. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE

4.1 Contract Documents. The Contract Documents consist of this Agreement, the City Commission Award Resolution, ITB No. 25-025 including all addenda and attachments (Exhibit A), the plans and technical specifications prepared by Kimley-Horn and Associates, Inc., duly executed Change Orders, and all documents expressly incorporated by reference therein.

4.2 Limited Incorporation of Contractor's Bid. The Contractor's bid is incorporated solely for the purpose of establishing the Contract Price and confirming responsiveness to the ITB. The Contractor's bid shall not be interpreted to limit, modify, or reduce the scope, quality, or performance requirements of the Work, which bid is incorporated into this agreement as Exhibit B.

4.3 Single Incorporation of ITB General Conditions. The General Terms and Conditions and Special Conditions contained in ITB No. 25-025 are incorporated herein by this reference one time only and shall apply to this Agreement to the extent they are not expressly modified herein. Any provision of the ITB that is administrative, duplicative, or inconsistent with this Agreement shall have no force or effect.

4.4 Order of Precedence. In the event of any conflict or inconsistency among the Contract Documents, the following order of precedence shall apply:

1. This Agreement

2. City Commission Award Resolution

3. ITB No. 25-025 and Addenda

4. Plans and Technical Specifications

5. Approved Change Orders

4.5 Most Stringent Requirement Governs. Where multiple Contract Documents impose differing requirements, the requirement that is more stringent, more comprehensive, or more protective of the City shall govern, as determined by the City.

4.6 No Change Order by Conflict. Conflicts, omissions, or inconsistencies among the Contract Documents shall not entitle the Contractor to a Change Order or additional compensation unless expressly approved in writing by the City.

5. TERM AND TIME OF PERFORMANCE

The term of this Agreement shall commence on the Effective Date and shall continue until final completion of the Work, unless earlier terminated in accordance with this Agreement.

The Contractor shall commence the Work upon receipt of a written Notice to Proceed issued by the City and shall diligently prosecute the Work to final completion within the contract time set forth in ITB No. 25-025, as may be adjusted only by written Change Order approved by the City.

Time is of the essence in the performance of this Agreement. The Contractor acknowledges that timely completion of the Work is a material inducement for the City's entry into this Agreement, including compliance with applicable grant funding requirements.

Delays attributable to weather, permitting, utility coordination, material procurement, or subcontractor performance shall not constitute excusable delay unless expressly determined by the City in writing. No extension of time shall be effective unless approved in advance by the City through a written Change Order.

6. COMPENSATION AND PAYMENT PROCEDURES

6.1 Not-to-Exceed Amount. The City shall pay the Contractor a not-to-exceed amount of $2,869,556.75, inclusive of contingency, for full and satisfactory performance of the Work in accordance with the Contract Documents. The Contractor acknowledges that no entitlement exists to the contingency, and any use of contingency funds shall require the City's prior written approval.

6.2 Condition Precedent to Payment. Payment by the City is expressly conditioned upon the Contractor's submission of complete, accurate, and satisfactory documentation demonstrating that the Work for which payment is requested has been performed in full compliance with the Contract Documents, applicable laws, inspection requirements, and grant funding conditions.

6.3 Applications for Payment. The Contractor shall submit monthly Applications for Payment as a condition precedent to payment, in a form acceptable to the City and consistent with the ITB requirements, which shall include, at a minimum:

(a) A detailed schedule of values approved by the City; (b) Itemized quantities of Work completed during the billing period; (c) Written certification by the Contractor that the Work has been performed in accordance with the Contract Documents; (d) Supporting documentation reasonably required by the City or its Construction Engineering and Inspection (CEI) consultant, including inspection reports and progress verification; (e) Partial releases of lien from the Contractor and all subcontractors and suppliers for amounts previously paid; and (f) Updated project schedules reflecting progress to date. The City may reject or withhold payment for any Application for Payment that is incomplete, unsupported, inaccurate, or otherwise not acceptable to the City in its sole discretion.

6.4 City Review and Discretion. The City, in its sole discretion, may approve, reduce, or reject any Application for Payment, in whole or in part, if the City determines that the Work is incomplete, defective, nonconforming, inadequately documented, or otherwise not in compliance with the Contract Documents. The City's review or approval shall not constitute acceptance of the Work.

6.5 Withholding of Payment. The City may withhold payment, in whole or in part, in the City's sole discretion, for any of the following reasons, without limitation:

(a) Defective or nonconforming Work; (b) Failure to maintain required insurance or bonds; (c) Failure to submit required documentation; (d) Unresolved safety, code, or inspection issues; (e) Failure to pay subcontractors or suppliers; (f) Pending claims, disputes, or assessments of liquidated damages.

6.6 No Waiver. Payment by the City shall not constitute a waiver of any rights or remedies available under this Agreement or applicable law.

7. SUBCONTRACTORS

The Contractor shall not subcontract, assign, or otherwise delegate performance of any portion of the Work without the City's prior written approval. The Contractor shall remain fully responsible to the City for the acts, omissions, performance, and compliance of all subcontractors and suppliers, regardless of tier.

All approved subcontracts shall require the subcontractor to be bound by the applicable provisions of this Agreement and the Contract Documents, including, without limitation, insurance, bonding, indemnification, schedule, safety, and grant compliance requirements.

The City reserves the right to reject or require removal of any subcontractor whose performance is determined by the City, in its sole discretion, to be unsatisfactory, noncompliant, or detrimental to the Project. Approval of a subcontractor shall not relieve the Contractor of any obligation or liability under this Agreement.

No subcontracting or assignment shall relieve the Contractor of its obligation to self-perform the Work to the extent represented in its bid or required by the Contract Documents.

8. INSURANCE AND BONDS

The Contractor shall procure, maintain, and keep in full force and effect, at its sole cost and expense, all insurance coverages and bonds required by ITB No. 25-025, applicable Florida law, and the City's risk management requirements, prior to commencement of the Work and for the duration of the Project.

All insurance policies shall be issued by insurers authorized to do business in the State of Florida and acceptable to the City. Certificates of insurance and, upon request, copies of policies shall be submitted to the City for review and approval prior to issuance of the Notice to Proceed and as a condition precedent to any payment.

The City shall be named as an additional insured on all applicable liability policies, on a primary and non-contributory basis, and such coverage shall not be canceled, materially changed, or allowed to lapse without at least thirty (30) days' prior written notice to the City.

Failure to maintain required insurance or bonds shall constitute a material breach of this Agreement and shall entitle the City, without limitation, to suspend the Work, withhold payment, or terminate this Agreement.

All insurance obligations shall survive final completion, acceptance of the Work, and termination of this Agreement to the extent required to cover claims arising from the Work.

9. COMPLIANCE WITH LAWS

The Contractor shall, at its sole cost and expense, comply with all applicable federal, state, and local laws, statutes, ordinances, rules, regulations, codes, and permit conditions governing the performance of the Work, including without limitation all requirements of the City of Dania Beach Code of Ordinances.

The Contractor acknowledges that the Project is funded, in whole or in part, by state and federal grant funds and agrees to comply with all applicable grant agreements, funding conditions, reimbursement requirements, audit provisions, reporting obligations, and record retention requirements, including those imposed by the Florida Department of Environmental Protection and any applicable federal agencies.

The Contractor shall be responsible for monitoring changes in applicable laws and requirements and shall promptly take all actions necessary to maintain compliance. Any costs, delays, rework,

penalties, fines, or disallowances arising from the Contractor's failure to comply shall be the sole responsibility of the Contractor and shall not entitle the Contractor to additional compensation or time.

Upon request, the Contractor shall provide certifications, affidavits, payroll records, compliance documentation, and access to records reasonably required by the City or any auditing or funding authority. Failure to comply with this Section shall constitute a material breach of this Agreement.

10. TERMINATION

10.1 Termination for Convenience. The City may terminate this Agreement, in whole or in part, for its convenience and without cause upon written notice to the Contractor. In the event of termination for convenience, the Contractor shall be entitled only to payment for Work satisfactorily performed and accepted by the City as of the effective date of termination. The Contractor shall not be entitled to anticipated profits, unabsorbed overhead, consequential damages, or payment for unperformed Work or unused materials.

10.2 Termination for Cause. The City may terminate this Agreement for cause upon written notice if the Contractor fails to perform the Work in accordance with the Contract Documents, fails to maintain required insurance or bonds, fails to comply with applicable laws or grant requirements, becomes insolvent, or otherwise materially breaches this Agreement. Where required by law, the City shall provide a reasonable opportunity to cure; however, no cure period shall be required where the breach poses a threat to public health, safety, or grant compliance.

10.3 Termination for Funding Unavailability. In the event that grant funding is reduced, delayed, suspended, or terminated, or reimbursement becomes unavailable or ineligible, the City may terminate this Agreement, in whole or in part, without penalty. The Contractor acknowledges that continuation of this Agreement is expressly contingent upon the availability of grant funds.

10.4 City Remedies. Termination shall be in addition to, and not in lieu of, any other rights or remedies available to the City at law or in equity, including the right to complete the Work and recover costs from the Contractor and its surety.

11. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the City of Dania Beach, its officers, officials, employees, agents, and volunteers from and against any and all claims, demands, damages, losses, liabilities, costs, and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of, relating to, or resulting from the negligent acts, errors, or omissions, recklessness, or willful misconduct of the Contractor, its subcontractors, suppliers, or anyone directly or indirectly employed by or acting on behalf of the Contractor in connection with the performance of the Work.

This obligation shall apply regardless of whether such claim is caused in part by a party indemnified hereunder but shall not apply to the extent caused by the sole negligence or willful misconduct of the City.

Nothing in this Section shall be construed as a waiver of the City's sovereign immunity beyond the limits set forth in section 768.28, Florida Statutes.

The indemnification obligations set forth herein shall survive completion of the Work, final payment, acceptance, and termination of this Agreement.

12. LIQUIDATED DAMAGES

The Contractor acknowledges that time is of the essence in the performance of the Work and that the City will sustain actual damages if the Work is not completed within the contract time. The parties further acknowledge that such damages are difficult or impracticable to determine with precision at the time of entering into this Agreement.

Accordingly, the Contractor agrees that for each calendar day beyond the required date of final completion that the Work remains incomplete, the Contractor shall pay to the City liquidated damages in the amount of **Five Hundred Dollars ($500.00) per calendar day**, which the parties agree represents a reasonable pre-estimate of the City's damages and is not a penalty.

Liquidated damages shall accrue beginning on the first day following expiration of the contract time, as adjusted by approved Change Orders, and shall continue until final completion is achieved. The City may deduct liquidated damages from any amounts otherwise due to the Contractor or may recover such amounts from the Contractor and its surety.

The assessment of liquidated damages shall not relieve the Contractor of its obligation to complete the Work nor limit the City's right to pursue other remedies for breach, except that liquidated damages shall be the City's sole monetary recovery for delay in completion, unless the delay is the result of fraud, willful misconduct, or gross negligence.

13. NO DAMAGES FOR DELAY

The Contractor agrees that it shall have no claim for, and shall not be entitled to, any damages, compensation, or reimbursement of any kind for delays, hindrances, disruptions, or interferences to the Work, whether caused by the City, other contractors, utilities, governmental authorities, weather, permit processing, or any other cause whatsoever.

The Contractor's sole and exclusive remedy for any delay shall be an extension of time, if any, as expressly approved by the City in writing by Change Order, and only to the extent the City determines such delay to be excusable.

Notwithstanding the foregoing, this Section shall not apply to delays resulting solely from the City's fraud, willful misconduct, or active interference, as determined by a court of competent jurisdiction.

14. FORCE MAJEURE

Neither the City nor the Contractor shall be deemed in default for failure to perform its obligations under this Agreement when such failure is due to events beyond the reasonable control of the affected party that could not have been prevented through the exercise of reasonable diligence ("Force Majeure"), including acts of God, declared states of emergency, war, terrorism, or labor strikes not specific to the Contractor.

Force Majeure shall not include normal weather conditions, seasonal rainfall, tropical storms, hurricanes that are reasonably foreseeable in South Florida, material shortages, supply chain disruptions, labor availability issues, subcontractor nonperformance, utility conflicts, permitting delays, or financial hardship.

The sole and exclusive remedy for a Force Majeure event shall be a non-compensable extension of time, if any, approved in writing by the City by Change Order. No Force Majeure event shall entitle the Contractor to additional compensation, damages, or reimbursement of any kind.

The Contractor shall provide written notice of a Force Majeure event within forty-eight (48) hours of its occurrence and shall take all reasonable steps to mitigate the effects of the event and resume performance as soon as practicable. Failure to provide timely notice or to mitigate shall constitute a waiver of any claim for relief under this Section.

15. RETAINAGE

15.1 Maximum Statutory Retainage. The City may withhold retainage from progress payments in an amount not to exceed **five percent (5%)** of each progress payment, in strict accordance with section 255.078, Florida Statutes.

15.2 Discretion to Reduce or Release. The City may, in its sole discretion, withhold retainage at a rate less than five percent (5%), incrementally reduce the rate of retainage pursuant to a schedule established by the City, or release all or a portion of retainage at any time, as permitted by law.

15.3 Withholding Authority. The City may withhold retainage, in whole or in part, to address defective or incomplete Work, punch-list items, unresolved claims, liquidated damages, audit or close-out deficiencies, or any other amounts owed to the City under the Contract Documents.

15.4 Final Release. Final release of retainage shall occur only upon Final Completion, final acceptance of the Work, receipt and approval of all close-out documentation, and satisfaction of all contractual and statutory requirements.

16. CHANGES IN THE WORK

The City reserves the right, at any time and without invalidating this Agreement, to make changes in the Work within the general scope of the Project. No change in the Work shall be undertaken, and no adjustment to the Contract Price or Contract Time shall be made, unless authorized in advance by a written Change Order or written Construction Change Directive executed by the City.

The Contractor shall not perform any changed or additional Work without prior written authorization from the City. Any Work performed without such authorization shall be deemed unauthorized and shall be performed at the Contractor's sole risk and expense.

All requests for changes, including claims for additional compensation or extensions of time, shall be submitted in writing in strict accordance with the procedures set forth in the Contract Documents. Failure to timely submit a request for a change shall constitute a waiver of the claim.

The City shall have sole discretion to approve, modify, or reject any proposed change. The existence of a dispute regarding a change shall not relieve the Contractor of its obligation to proceed with the Work as directed by the City.

No Change Order shall be deemed approved unless executed in writing by the City. Oral statements, field directives, approvals by inspectors or consultants, or course of conduct shall not constitute authorization for a change.

Any Change Order involving the use of contingency funds shall require express written approval by the City and shall be subject to the availability of funds and applicable grant requirements.

17. WARRANTY AND CORRECTION OF WORK

The Contractor warrants that all Work, materials, equipment, and workmanship furnished under this Agreement shall be new, of good quality, free from defects, and in full conformity with the Contract Documents.

In addition to any other warranties provided by law or the Contract Documents, the Contractor shall correct, at its sole cost and expense, any defective or nonconforming Work discovered within one (1) year after the date of final acceptance or within such longer period as may be required by law or any applicable manufacturer's warranty. The Contractor shall commence corrective work promptly upon receipt of written notice from the City.

If the Contractor fails to timely correct defective or nonconforming Work after notice, the City may, without prejudice to any other rights or remedies, correct such Work and charge the cost thereof to the Contractor or deduct such costs from any amounts due or retainage held.

The obligations set forth in this Section are in addition to, and not in limitation of, any rights or remedies available to the City under this Agreement, at law, or in equity, including claims for latent defects, gross negligence, fraud, or willful misconduct.

All warranties and correction obligations shall survive final payment, acceptance of the Work, and termination of this Agreement. The Contractor shall require all subcontractors and suppliers to provide warranties consistent with this Section.

18. ASSIGNMENT AND CHANGE IN CONTROL

The Contractor shall not assign, transfer, convey, subcontract, or otherwise delegate this Agreement or any interest herein, in whole or in part, without the prior written consent of the City, which consent may be granted or withheld in the City's sole discretion. Any attempted assignment or delegation without such consent shall be null and void.

For purposes of this Section, an assignment shall include, without limitation, any merger, consolidation, sale of substantially all assets, or change in ownership or control of the Contractor, whether direct or indirect. The Contractor shall provide the City with written notice of any proposed change in control at least thirty (30) days in advance.

No approved assignment or change in control shall relieve the Contractor of its obligations under this Agreement, nor shall it release the Contractor's surety or insurers unless expressly approved in writing by the City.

Any unauthorized assignment or change in control shall constitute a material breach of this Agreement and shall entitle the City to terminate this Agreement for cause.

19. RECORDS, AUDIT, AND GRANT COMPLIANCE

The Contractor shall maintain all records related to the Work in accordance with applicable state and federal grant requirements and shall make such records available for inspection or audit by the City or any funding agency. These obligations shall flow down to all subcontractors.

20. SURVIVAL

All provisions of this Agreement which, by their nature or by express terms, are intended to survive final payment, acceptance of the Work, or termination of this Agreement shall survive, including without limitation the provisions relating to indemnification, insurance, warranties and correction of Work, compliance with laws, records, audit and grant compliance, payment obligations, liquidated damages, no damages for delay, dispute resolution, assignment and change in control, and any other obligations which would reasonably be expected to continue beyond completion of the Work.

The survival of such provisions shall not be limited by final payment, issuance of a certificate of completion, acceptance of the Work, or termination of this Agreement for any reason.

21. MISCELLANEOUS PROVISIONS

21.1 Bankruptcy or Insolvency. The City may terminate this Agreement for cause upon written notice if the Contractor becomes insolvent, files a petition in bankruptcy, makes an assignment for the benefit of creditors, has a receiver or trustee appointed for all or a substantial portion of its assets, or is unable to pay its debts as they become due.

The Contractor acknowledges that any such event materially impairs its ability to perform the Work and that the City's rights under this Section are in addition to, and not in limitation of, any rights available to the City at law, in equity, or under the Contract Documents.

21.2 Continued Performance During Dispute. In the event of any dispute, claim, or controversy arising out of or relating to this Agreement or the Work, the Contractor shall continue to diligently perform the Work in accordance with the terms of this Agreement, unless otherwise directed in writing by the City, pending final resolution of the dispute.

21.3 Ownership of Documents and Work Product. All drawings, plans, specifications, shop drawings, submittals, test results, inspection reports, as-built drawings, operation and maintenance manuals, schedules, photographs, and other documents or data prepared or furnished by the Contractor or its subcontractors in connection with the Work shall be deemed work made for hire and shall be the property of the City. Upon termination or completion of the Work, such documents shall be promptly delivered to the City upon request, regardless of whether the Work is complete. To the extent any such documents or materials are not deemed a work made for hire, the Contractor hereby irrevocably assigns to the City all right, title, and interest therein.

21.4 Audit and Records; Withholding Payment. Without limiting the Contractor's obligations under Section 19 (Records, Audit, and Grant Compliance)**,** the City may withhold final payment, including retainage, until all required records, audit materials, close-out documentation, certifications, and deliverables have been submitted, reviewed, and accepted by the City in accordance with the Contract Documents and applicable law.

21.5 No Third-Party Beneficiaries. This Agreement is solely for the benefit of the City and the Contractor. No provision of this Agreement is intended to create or confer any rights or benefits upon any third party, including subcontractors, suppliers, or members of the public.

21.6 Waiver of Jury Trial. To the fullest extent permitted by law, the City and the Contractor knowingly, voluntarily, and intentionally waive any right either may have to a trial by jury in any action or proceeding arising out of or relating to this Agreement or the Work.

21.7 Amendments. No modification, amendment, or alteration of this Agreement shall be valid unless in writing and executed by the City and the Contractor with the same formality as this Agreement.

21.8 Authority to Execute. Each individual executing this Agreement on behalf of a party represents and warrants that he or she is duly authorized to execute this Agreement and bind the respective party.

21.9 Counterparts and Electronic Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original, and signatures transmitted electronically or by PDF shall be deemed original signatures for all purposes.

21.10 Governing Law and Venue**.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action arising out of or relating to this Agreement shall lie exclusively in Broward County, Florida.

21.11 No Waiver. The failure of the City at any time to require performance by the Contractor of any provision of this Agreement shall not affect the City's right to require such performance at any later time. Any waiver by the City must be in writing and shall not be deemed a waiver of any subsequent breach.

21.12 Entire Agreement. This Agreement, together with the Contract Documents, constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, whether written or oral.

21.13 Public Records.
The Contractor acknowledges that all documents, records, and materials made or received by the Contractor in connection with this Agreement are public records subject to Chapter 119, Florida Statutes, and shall comply with all applicable public records requirements.

21.14 Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by a nationally recognized overnight courier, or sent by certified mail, return receipt requested, to the addresses stated herein or such other address as a party may designate by written notice.

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:

CONTRACTOR:
Southern Underground Industries, Inc.
a Florida corporation

_____
SIGNATURE

_____
PRINT Name

_____
SIGNATURE

_____
PRINT Name

_____
SIGNATURE

_____
PRINT Name

_____
Title

Date:_____

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, on _____2026 by _____. 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

DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

Lift Station 4 Mitigation

CITY INVITATION TO BID ("ITB") NO. 25-025

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

Tuesday, October 14, 2025

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1. NOTICE TO BIDDERS

CITY OF DANIA BEACH, FLORIDA

INVITATION TO BID FOR

"Lift Station 4 Mitigation"

25-025

NOTICE IS GIVEN that the City of Dania Beach, Florida (the "City" or "Owner") will be accepting sealed Bids for its "**Lift Station 4 Mitigation, 25-025**".

Bids will be accepted on the City's e-Procurement Portal at https://procurement.opengov.com/portal/daniabeachfl until Friday, November 14, 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.

This project will be partially funded by federal funds and, as such, Bidders must consider the compliance requirements contained in the Federally Funded Subaward and Grant Agreement, Agreement Number 23FRP30, between the City of Dania Beach and the Florida Department of Environmental Protection (FDEP).

PROJECT DOCUMENTS

Documents may be obtained from https://procurement.opengov.com/portal/daniabeachfl/projects/182699.

NON-MANDATORY PRE-BID CONFERENCE

A NON-MANDATORY Pre-bid conference will be held on **Monday, October 27, 2025**, at 3:00 pm at virtual Microsoft Teams Link: https://teams.microsoft.com/meet/2229840713092?p=tvvByXPrR6F8fnb7TZ. All Bidders and interested persons are invited to attend the meeting, which will outline the Project as described in the Bid, and provide an opportunity for questions and answers for all interested persons. Any interpretations, clarifications or additional information not disclosed in this Bid and determined to be necessary by the Owner in response to questions, will be issued by means of addendum or addenda, which addendum or addenda will be posted to the Portal at https://procurement.opengov.com/portal/daniabeachfl/projects/182699 for all interested persons who are following the project. The Bidder will be notified of any addenda issued, if following the project, but it is recommended they check the portal to see if there has been any addendum or addenda posted for this Bid. Only questions answered and information supplied by means of such addendum or addenda will be considered as binding. Oral interpretations, clarifications or other information will have no legal and binding effect.

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.

A bid bond of 10% of the bid price is required for this project.

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.

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, October 14, 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 percent (100%) 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,

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.

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.

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:

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.

1. **Workers' Compensation / Employers' Liability**

- **Commercial General Liability**

a. Limits of Liability (Minimum)Bodily Injury & Property Damage Liability

- Each Occurrence $3,000,000
- Policy Aggregate $6,000,000
- Personal & Advertising Injury $3,000,000
- Products & Completed Operations $3,000,000

b. Endorsements Required – Include in body of COI and Description of Operations

- Annual Aggregate shall apply "Per Project/Job"
- Waiver of Subrogation in favor of the City
- Insurance shall apply on a primary and non-contributory basis
- "The City of Dania Beach, Florida" added as named "Additional Insured"

a. Limits of Liability (Minimum)

- Bodily Injury and Property Damage
- Combined Single Limit $3,000,000
- Any Auto/Owned Autos or Scheduled Autos
- Including Hired and Non- Owned Autos
- Any One Accident

b. Endorsements Required - Include in body of COI and Description of Operations

- City of Dania Beach included as an Additional Insured

c. **Contractor's Pollution Liability**

- Waiver of Subrogation in favor of City
- $1,000,000 for bodily injury caused by an accident, each accident
- $1,000,000 for bodily injury caused by disease, each employee
- $1,000,000 for bodily injury caused by disease, policy limit

a. any employee, subcontractor or subcontractor employee that is exempted or purported to be exempt from Workers' Compensation insurance coverage; or

b. any employee, subcontractor or subcontractor employees who will be covered by an employee leasing arrangement.

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

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:

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. 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 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.

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.

B. **Date of Commencement and Substantial Completion**: The Date of Commencement is the date from which the Contract Time is measured, and shall be the date set forth in the NOTICE TO PROCEED as issued by the City. Should the Contractor incur costs prior to the issuance of the NOTICE TO PROCEED, any such costs shall be incurred at the Contractor's risk, and the City shall not reimburse the Contractor for any such costs under any circumstances. Notwithstanding the foregoing, City may reimburse Contractor for actual costs incurred relating to performance and payment bonds and insurance, with submittal of invoices, in the event that City terminates this Contract for convenience, as provided in the General Conditions. If Contractor fails to commence the Work within one (1) week of the date set forth in the NOTICE TO PROCEED, City may terminate the Contract immediately, without providing an opportunity to cure.
   The Contractor shall achieve Substantial Completion not later than one hundred fifty (150) calendar days and Final Completion of the entire Work not later than one hundred eighty (180) calendar days, each commencing with the date set forth in the NOTICE TO PROCEED as issued by the City, subject to adjustments of this Contract Time as provided in the Contract Documents.

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 Friday, November 7, 2025 at 3:00 pm.** 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 SPECIAL PROVISIONS

This project will be partially funded by federal funds and is subject to all federal and state requirements contained in the grant agreement between the City of Dania Beach and the Florida Department of Environmental Protection. As such, the following provisions apply:

MATERIALS AND SUPPLIES

All unmanufactured and manufactured articles, materials and supplies which are acquired for public use must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost. Contractor shall be required to make maximum use of recovered/recycled materials per § 200.317, § 200.322.

EQUAL OPPORTUNITY EMPLOYMENT

During the performance of this contract, the contractor agrees as follows:

A. 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.

B. The contractor will, in all solicitations or advertisements for employees places by or on behalf of the contractor, stat that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

C. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said 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.

D. The contractor will comply with all provisions of Executive Order 11246 of September 24,1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

E. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by 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.

F. In the vent of the contractor's noncompliance with the nondiscrimination clauses of this project, or with any of the said rules, regulations, or orders, this contract 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 construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or as otherwise provided by law.

G. The 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.

COPELAND ANTI-KICKBACK ACT

A. Contractor. The 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 contract.

B. Subcontracts. This 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 contract clauses.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provide in 29 C.F.R. § 5.12.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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.

CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

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).

SUSPENSION AND DEBARMENT

A. This contract is a covered transaction for purposed 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).

B. 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.

C. This certification is a material representation of fact relied upon by the Division of Emergency Management. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C

and 2 C.F.R. pt 3000, subpart C, in addition to remedies available to the Division of Emergency Management, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The bidder or proposed 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 contract that may arise from this offer. The bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions.

BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment, 31 U.S. C. § 1352 (as amended). Contractors who apply or propose for an award of $100,000 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 any 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.

DAVIS-BACON ACT

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 CFR Part 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 CFR Part 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.

BUILD AMERICA, BUY AMERICA ACT (BABA)

This agreement is for services related to a project that is subject to the Build America, Buy America Act (BABAA) requirements under Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. 177-58. Absent an approved waiver, all iron, steel, manufactured products, and construction materials used in this project must be produced in the United States, as further outlined by the Office of Management and Budget's

Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure, April 18,2022. Instructions to Bidders Any request for substitute or "or equal" shall include the Manufacturer's Certification of compliance with the Build America, Buy America Act (BABAA) requirements mandated by Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. 177-58.

CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.

Prime contractors, if subcontracts are to be let, shall take the following affirmative steps:

A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

B. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;

C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises; and

Using the services and assistance, as appropriate, of such organizations a the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

3.3 BID SECURITY

A. **Bid Security**: Simultaneously with the delivery of an executed Bid to the Owner, the Bidder shall furnish to the Owner a Bid Security in the amount of 10% of the proposed pricing as security for the faithful execution of an Agreement with the Owner in the event of a bid award by the City Commission.

B. Bid security may be in the form of a cashier's check payable to the City of Dania Beach and drawn on a Florida bank, or a Bid Bond (see attachments) issued by a surety meeting the qualifications stated in these Instructions to Bidders. Cashier's checks must be received by the Procurement Division before the bid submission deadline at the address noted on the title page. Bonds shall be submitted on the forms provided by the Owner. Bonds shall be returned subsequent to award of the Agreement by the City Commission and execution by the successful Bidder and the appropriate City officials. If the Bidder fails to submit the required executed agreement within fourteen (14) calendar days after an award, the Bidder agrees that the City may retain the bid security deposit as the City's liquidated damages.

C. Failure of the successful Bidder to execute an Agreement, to furnish Performance and Payment Bonds when required, and to furnish Certificates of Insurance in the minimum amounts specified in the Bid shall be just cause for the rescission of the agreement award and the retention of the Bid Security deposit by the Owner. Such retention shall be considered not as a penalty, but as liquidation of the claims of the Owner for damages it sustained, which are not otherwise readily ascertainable. Award may then be made to the next ranked Bidder, or all Bids may be rejected.

3.4 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.

3.5 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.

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.

3.6 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.

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.

3.7 PROGRESS PAYMENTS

The Contractor may requisition payments for work completed during the project at intervals of not more than once a month. The Contractor's requisition shall show a complete breakdown of the project components, the quantities completed and the amount due, together with properly executed Releases of Liens by all subcontractors, suppliers and materialmen who were included in the Contractor's current and previous applications for payment and any other supporting documentation as may be required by the City or Contract Documents. The City shall make payment to the Contractor within thirty (30) calendar days after approval of the Contractor's requisition for payment.

Five percent (5%) of all monies earned by the Contractor shall be retained by the City until the work is totally completed as specified and accepted by the City.

The City may withhold in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:

A. Defective work not remedied.

B. Claims filed or reasonable evidence indicating the probable filing of claims by other parties against the Contractor.

C. Failure of the Contractor to make payment to subcontractors or suppliers for materials or labor.

D. Damage to another Contractor not remedied.

E. Liability for liquidated damages that has been incurred by the Contractor.

F. Reasonable evidence that the work cannot be completed for the unpaid balance of the Contract Sum.

G. Reasonable evidence that the work will not be completed within the Contract Time.

H. Persistent failure to carry out the work in accordance with the Contract Documents.

When the above grounds are removed or resolved or the Contractor provides a surety bond or 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.

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 **"Lift Station 4 Mitigation".** The chosen Contractor will be responsible for tasks at the lift station associated with this project positioned at **1151 SE 5th Avenue, Dania Beach, FL, with coordinates Latitude 26.037480 and Longitude -80.134690**. The selected Contractor shall provide all necessary supervised labor, equipment, materials, and incidentals to perform the complete removal, modification, rehabilitation, and installation of new mechanical and electrical systems as indicated in the project documents. **Work Includes, but is Not Limited To:**

- **Demolition and Removal:**
  - Demolition of the existing submersible lift station and associated components.
  - Removal, salvage, abandonment, or dismantling of existing piping and equipment.
  - Cleaning and return of all submersible pumps, control panels, and generator systems to the City.
- **New Installations:**
  - Construction and installation of a new submersible lift station, including a valve vault.
  - Installation of a macerator assembly and flow meter vault.
  - Installation of new force mains and gravity sewer lines (ductile iron and PVC).
  - Installation of new 1-inch HDPE water service with RPZ and hose bib.
  - Installation of a new control panel system, electrical service, and emergency generator system.
- **Site Improvements:**
  - Roadway and right-of-way restoration.
  - Site improvements including fencing, landscaping, and full site restoration.
  - Traffic maintenance and erosion control measures during construction.
- **Project Requirements:**
  - Full compliance with project drawings, technical specifications, and permitting requirements.
  - Coordination with the Owner, Engineer, FPL, and other relevant agencies throughout the project duration.
  - Adherence to the Department of Enviornmental Protection (DEP) Grant Program (Agreement No.23FRP30) requirements as the project is federally funded.

B. All work shall be executed per applicable codes, safety regulations, and City/State requirements, ensuring high-quality construction, functionality, and durability of the upgraded lift station.

C. 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.

D. 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.

E. 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.

F. **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.

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.**

4.2 Important Instructions for Electronic Submittals

The City of Dania Beach is accepting electronic bid submissions. Bidders shall create a FREE account with OpenGov Procurement by signing up at https://procurement.opengov.com/signup. Once you have completed account registration, browse back to this page, click on "Draft Response", and follow the instructions to submit the electronic bid.

5. BID FORM

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
General Conditions					
1	General requirements (bonds, insurance, etc.)	1	EA		
2	Mobilization/demobilization	1	EA		
3	Stormwater pollution prevention plan	1	EA		
4	Maintenance of traffic	1	EA		
Sanitary Sewer					
5	Bypass pumping	1	EA		
6	Removal and salvage/disposal of existing lift station equipment and materials	1	EA		
7	Demolition of existing submersible lift station	1	EA		
8	Install submersible lift station with valve vault	1	EA		
9	Install macerator assembly	1	EA		
10	Install flow meter vault assembly	1	EA		
11	Install 6", DIP force main with fittings, open cut	10	LF		
12	Install 8", DIP force main with fittings, open cut	10	LF		
13	Install 8" plug valves	1	EA		
14	Install force main air release valve assembly	1	EA		
15	Install 8", PVC Gravity Sewer	10	LF		
16	Install 12", PVC Gravity Sewer	10	LF		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
17	Install 1-inch HDPE Water Service with RPZ and Hose Bib	1	EA		
18	Install/modify electrical service	1	EA		
19	Install control panel system and electrical lift station components	1	EA		
20	Install emergency generator system	1	EA		
21	Lift station white vinyl fence with chain link gate	110	LF		
22	Landscape improvements	1	EA		
23	Lift station site restoration	1	EA		
TOTAL					

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
Miscellaneous					
24	Permitting and FPL Allowance	1	LS	$25,000.00	
TOTAL					

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

☐ 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

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"

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:

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

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

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 Will you be utilizing Surety2000 Bid Bond verification?*

Select no if uploading your bid bond

☐ Yes

☐ No

*Response required

When equals "Yes"

4.1.1. Surety2000 Bid Bond*

Please enter your Bid Bond information from Surety2000 below.

*Response required

When equals "No"

4.1.2 Bid Security*

Please download the below documents, complete, and upload.

- BID_BOND.pdf

*Response required

4.2 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.

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

4.3 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.

- Affidavit_of_Compliance_wit...

*Response required

4.4 Sworn Statement Under 287.133 3A Florida Statutes Public Entity Crimes*
Please download the below documents, complete, and upload.

- City_of_Dania_Beach_Florida...

*Response required

4.5 Non-Collusion Affidavit*
Please download the below documents, complete, and upload.

- Non_Collusion_Affidavit.pdf

*Response required

4.6 Independence Affidavit*
Please download the below documents, complete, and upload.

- Independence_Affidavit.pdf

*Response required

4.7 Florida Trench Safety *
Please download the below documents, complete, and upload.

- Florida_Trench_Safety_Act.pdf

*Response required

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
General Conditions					
1	General requirements (bonds, insurance, etc.)	1	EA	$283,645.15	$283,645.15
2	Mobilization/demobilization	1	EA	$28,611.40	$28,611.40
3	Stormwater pollution prevention plan	1	EA	$9,762.55	$9,762.55
4	Maintenance of traffic	1	EA	$23,464.31	$23,464.31
Sanitary Sewer					
5	Bypass pumping	1	EA	$77,421.37	$77,421.37
6	Removal and salvage/disposal of existing lift station equipment and materials	1	EA	$44,600.41	$44,600.41
7	Demolition of existing submersible lift station	1	EA	$296,000.00	$296,000.00
8	Install submersible lift station with valve vault	1	EA	$610,000.00	$610,000.00
9	Install macerator assembly	1	EA	$101,541.92	$101,541.92
10	Install flow meter vault assembly	1	EA	$48,015.29	$48,015.29
11	Install 6", DIP force main with fittings, open cut	10	LF	$2,573.40	$25,734.00
12	Install 8", DIP force main with fittings, open cut	10	LF	$3,050.71	$30,507.10
13	Install 8" plug valves	1	EA	$19,547.99	$19,547.99
14	Install force main air release valve assembly	1	EA	$11,646.67	$11,646.67
15	Install 8", PVC Gravity Sewer	10	LF	$6,036.22	$60,362.20
16	Install 12", PVC Gravity Sewer	10	LF	$6,363.73	$63,637.30
17	Install 1-inch HDPE Water Service with RPZ and Hose Bib	1	EA	$11,005.91	$11,005.91

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
19	Install control panel system and electrical lift station components	1	EA	$168,348.11	$168,348.11
20	Install emergency generator system	1	EA	$333,891.83	$333,891.83
21	Lift station white vinyl fence with chain link gate	110	LF	$345.36	$37,989.60
22	Landscape improvements	1	EA	$29,818.81	$29,818.81
23	Lift station site restoration	1	EA	$58,136.04	$58,136.04
	Total				**$2,583,687.96**

City of Dania Beach
Public Services Memorandum

DATE: 2/10/2026

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 / City Engineer

SUBJECT: **AUTHORIZATION TO AWARD ITB No. 25-026 "LIFT STATION #06 MITIGATION" TO SOUTHERN UNDERGROUND INDUSTRIES, INC.**

Request:
The Public Services Department (PSD) is requesting the City Commission's approval to award Bid ("ITB") No. 25-026, *"Lift Station 6 Mitigation"*, to Southern Underground Industries, Inc. (SUI) as the most responsive and qualified bidder.

Background:
On October 14, 2025, the City issued Invitation to Bid ITB No 25-026 for the Lift Station #06 Mitigation, including site demolition, structural upgrades, mechanical and electrical improvements, installation of a generator system, and associated site restoration, in accordance with the plans and specifications prepared by Kimley-Horn and Associates, Inc.

On November 14, 2025, and subsequently reviewed by the Engineer of Record and City staff for responsiveness, qualifications, and compliance with the bid documents.
The following firms submitted bids:

Respondent	**Total Bid Amount**
• Southern Underground Industries, Inc	$2,941,383.57
• Razorback LLC	$2,987,500.00
• Pabon Engineering Inc.	$4,400,000.00
• CMG Pipelines	$3,611,926.75
• Intercounty Engineering Inc.	$4,299,945.25

Following technical review, reference checks, and evaluation of bid responsiveness, Kimley-Horn and Associates, Inc. recommended award to Southern Underground Utilities as the most responsive and responsible bidder.

Budgetary Impact
The base bid submitted by Southern Underground Industries, Inc. is $2,941,383.57.
Including a 10 percent contingency of $294,138.35**,** the total project cost is $3,235,521.92.

Funding for this project will be appropriated from the Sewer Fund. The Project is funded through a combination of City funds and a Florida Department of Environmental Protection (FDEP) grant on a 50/50 basis, pursuant to DEP Agreement No. 24SRP26.

Recommendation
The Public Services Department recommends that the City Commission authorize award of ITB No. 25-026 “Lift Station 11 Mitigation” to Southern Underground Industries, Inc., in an amount not to exceed $3,235,521.92

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF INVITATION TO BID ("ITB") NO. 25-026, ENTITLED "LIFT STATION NO. 6 MITIGATION PROJECT," TO SOUTHERN UNDERGROUND INDUSTRIES, INC., IN AN AMOUNT NOT TO EXCEED THREE MILLION TWO HUNDRED THIRTY-FIVE THOUSAND FIVE HUNDRED TWENTY-ONE DOLLARS AND 92/100 ($3,235,521.92); PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Dania Beach authorized the mitigation and improvement of Lift Station No. 6, located in Dania Beach, Broward County, Florida; and

WHEREAS, the City issued Invitation to Bid ("ITB") No. 25-026 for the Lift Station No. 6 Mitigation Project, which includes site demolition, structural upgrades, mechanical and electrical improvements, installation of a generator system, and associated site restoration, in accordance with the plans and specifications prepared by Kimley-Horn and Associates, Inc.; and

WHEREAS, bids were received and evaluated in accordance with City procurement requirements, and the Engineer of Record, Kimley-Horn and Associates, Inc., recommended award to Southern Underground Industries, Inc. as the most responsive and responsible bidder; and

WHEREAS, the base bid submitted by Southern Underground Industries, Inc. is $2,941,383.57, and including a ten percent (10%) contingency of $294,138.35, the total project amount is $3,235,521.92; and

WHEREAS, the Public Services Department concurs with the recommendation of the Engineer of Record and recommends award of ITB No. 25-026 to Southern Underground Industries, Inc.

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. The City Commission hereby authorizes the award of ITB No. 25-026, "Lift Station No. 6 Mitigation Project," to Southern Underground Industries, Inc., in an amount not to exceed $3,235,521.92, including contingency, and authorizes the City Manager to execute the contract and any related documents.

Section 3. Funding for this Project shall be appropriated from the Sewer Fund 402-35-29-535-63-10. The Project is funded through a combination of City funds and a Florida Department of Environmental Protection (FDEP) grant on a 50/50 basis, pursuant to DEP Agreement No. 24SRP26.

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

Section 5. That this Resolution shall become effective 10 days after passage and adoption.

PASSED AND ADOPTED on _____, 2026.

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. BOUTIS
CITY ATTORNEY

AGREEMENT

This Agreement (the "Agreement") is made and entered into this ___ day of _____, 2026, by and between the City of Dania Beach, Florida, a Florida municipal corporation (the "City"), with its principal place of business located at 100 West Dania Beach Boulevard, Dania Beach, Florida 33004, and Southern Underground Industries, Inc., a Florida corporation (the "Contractor"), with a mailing address of 794 S. Military Trail, Deerfield Beach, Florida 33321, email contact Hector Meneses, HectorM@southernundergroundindustries.com.

RECITALS

WHEREAS, the City issued Invitation to Bid No. 25-026, entitled "Lift Station 6 Mitigation Project," for the rehabilitation of Lift Station No. 4 located at 1151 SE 5th Avenue, Dania Beach, Florida;

WHEREAS, the Public Services Department prepared and presented a memorandum dated February 10, 2026, recommending award of ITB No. 25-026 to Southern Underground Industries, Inc. (the "Award Memorandum");

WHEREAS, the City Commission of the City of Dania Beach adopted a Resolution authorizing award of ITB No. 25-026 to the Contractor in an amount not to exceed $2,869,556.75**,** inclusive of a ten percent (10%) contingency.

WHEREAS, the Contractor submitted a bid and supporting materials in response to ITB No. 25-026, which were determined to be responsive and responsible; and

WHEREAS, the City desires to enter into this Agreement with the Contractor to perform the Work in accordance with the ITB documents, the Award Memorandum, the Award Resolution, and the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. INCORPORATION OF RECITALS AND AWARD DOCUMENTS

The foregoing Recitals are true and correct and are incorporated herein by reference. The Award Memorandum and Award Resolution are hereby incorporated into and made part of this Agreement by reference.

2. DEFINITIONS

Capitalized terms not otherwise defined herein shall have the meanings assigned in ITB No. 25-026 and the Contract Documents.

3. SCOPE OF WORK

The Contractor shall furnish all labor, materials, equipment, tools, supervision, permits, coordination, testing, documentation, and services necessary to fully construct, complete, test, and deliver a complete, functional, and fully operational Lift Station No. 4 Mitigation Project, in strict accordance with ITB No. 25-026, all addenda, the plans and technical specifications prepared by Kimley-Horn and Associates, Inc., the Contractor's bid, applicable grant requirements, and all other Contract Documents (collectively, the "Work").

The Work includes, without limitation, all work expressly shown or specified, as well as all incidental, inferable, and ancillary work reasonably necessary to produce a complete and code-compliant project suitable for its intended use, whether or not such work is expressly depicted in the plans or specifications.

The Contractor acknowledges that it has examined the site, reviewed all Contract Documents, and accounted for all conditions affecting performance of the Work. No additional compensation shall be due for work that is reasonably inferable from the Contract Documents or necessary for proper completion, operation, permitting, inspection approval, or grant compliance.

ITB No. 25-026, including all addenda, plans, technical specifications, bid forms, general terms and conditions, special conditions, and attachments, is incorporated herein by reference one time only and attached hereto as Exhibit A.

4. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE

4.1 Contract Documents. The Contract Documents consist of this Agreement, the City Commission Award Resolution, ITB No. 25-026 including all addenda and attachments (Exhibit A), the plans and technical specifications prepared by Kimley-Horn and Associates, Inc., duly executed Change Orders, and all documents expressly incorporated by reference therein.

4.2 Limited Incorporation of Contractor's Bid. The Contractor's bid is incorporated solely for the purpose of establishing the Contract Price and confirming responsiveness to the ITB. The Contractor's bid shall not be interpreted to limit, modify, or reduce the scope, quality, or performance requirements of the Work, which bid is incorporated into this agreement as Exhibit B.

4.3 Single Incorporation of ITB General Conditions. The General Terms and Conditions and Special Conditions contained in ITB No. 25-026 are incorporated herein by this reference one time only and shall apply to this Agreement to the extent they are not expressly modified herein. Any provision of the ITB that is administrative, duplicative, or inconsistent with this Agreement shall have no force or effect.

4.4 Order of Precedence. In the event of any conflict or inconsistency among the Contract Documents, the following order of precedence shall apply:

1. This Agreement

2. City Commission Award Resolution

3. ITB No. 25-026 and Addenda

4. Plans and Technical Specifications

5. Approved Change Orders

4.5 Most Stringent Requirement Governs. Where multiple Contract Documents impose differing requirements, the requirement that is more stringent, more comprehensive, or more protective of the City shall govern, as determined by the City.

4.6 No Change Order by Conflict. Conflicts, omissions, or inconsistencies among the Contract Documents shall not entitle the Contractor to a Change Order or additional compensation unless expressly approved in writing by the City.

5. TERM AND TIME OF PERFORMANCE

The term of this Agreement shall commence on the Effective Date and shall continue until final completion of the Work, unless earlier terminated in accordance with this Agreement.

The Contractor shall commence the Work upon receipt of a written Notice to Proceed issued by the City and shall diligently prosecute the Work to final completion within the contract time set forth in ITB No. 25-026, as may be adjusted only by written Change Order approved by the City.

Time is of the essence in the performance of this Agreement. The Contractor acknowledges that timely completion of the Work is a material inducement for the City's entry into this Agreement, including compliance with applicable grant funding requirements.

Delays attributable to weather, permitting, utility coordination, material procurement, or subcontractor performance shall not constitute excusable delay unless expressly determined by the City in writing. No extension of time shall be effective unless approved in advance by the City through a written Change Order.

6. COMPENSATION AND PAYMENT PROCEDURES

6.1 Not-to-Exceed Amount. The City shall pay the Contractor a not-to-exceed amount of $3,235,521.92, inclusive of contingency, for full and satisfactory performance of the Work in accordance with the Contract Documents. The Contractor acknowledges that no entitlement exists to the contingency, and any use of contingency funds shall require the City's prior written approval.

6.2 Condition Precedent to Payment. Payment by the City is expressly conditioned upon the Contractor's submission of complete, accurate, and satisfactory documentation demonstrating that the Work for which payment is requested has been performed in full compliance with the Contract Documents, applicable laws, inspection requirements, and grant funding conditions.

6.3 Applications for Payment. The Contractor shall submit monthly Applications for Payment as a condition precedent to payment, in a form acceptable to the City and consistent with the ITB requirements, which shall include, at a minimum:

(a) A detailed schedule of values approved by the City; (b) Itemized quantities of Work completed during the billing period; (c) Written certification by the Contractor that the Work has been performed in accordance with the Contract Documents; (d) Supporting documentation reasonably required by the City or its Construction Engineering and Inspection (CEI) consultant, including inspection reports and progress verification; (e) Partial releases of lien from the Contractor and all subcontractors and suppliers for amounts previously paid; and (f) Updated project schedules reflecting progress to date. The City may reject or withhold payment for any Application for Payment that is incomplete, unsupported, inaccurate, or otherwise not acceptable to the City in its sole discretion.

6.4 City Review and Discretion. The City, in its sole discretion, may approve, reduce, or reject any Application for Payment, in whole or in part, if the City determines that the Work is incomplete, defective, nonconforming, inadequately documented, or otherwise not in compliance with the Contract Documents. The City's review or approval shall not constitute acceptance of the Work.

6.5 Withholding of Payment. The City may withhold payment, in whole or in part, in the City's sole discretion, for any of the following reasons, without limitation:

(a) Defective or nonconforming Work; (b) Failure to maintain required insurance or bonds; (c) Failure to submit required documentation; (d) Unresolved safety, code, or inspection issues; (e) Failure to pay subcontractors or suppliers; (f) Pending claims, disputes, or assessments of liquidated damages.

6.6 No Waiver. Payment by the City shall not constitute a waiver of any rights or remedies available under this Agreement or applicable law.

7. SUBCONTRACTORS

The Contractor shall not subcontract, assign, or otherwise delegate performance of any portion of the Work without the City's prior written approval. The Contractor shall remain fully responsible to the City for the acts, omissions, performance, and compliance of all subcontractors and suppliers, regardless of tier.

All approved subcontracts shall require the subcontractor to be bound by the applicable provisions of this Agreement and the Contract Documents, including, without limitation, insurance, bonding, indemnification, schedule, safety, and grant compliance requirements.

The City reserves the right to reject or require removal of any subcontractor whose performance is determined by the City, in its sole discretion, to be unsatisfactory, noncompliant, or detrimental to the Project. Approval of a subcontractor shall not relieve the Contractor of any obligation or liability under this Agreement.

No subcontracting or assignment shall relieve the Contractor of its obligation to self-perform the Work to the extent represented in its bid or required by the Contract Documents.

8. INSURANCE AND BONDS

The Contractor shall procure, maintain, and keep in full force and effect, at its sole cost and expense, all insurance coverages and bonds required by ITB No. 25-026, applicable Florida law, and the City's risk management requirements, prior to commencement of the Work and for the duration of the Project.

All insurance policies shall be issued by insurers authorized to do business in the State of Florida and acceptable to the City. Certificates of insurance and, upon request, copies of policies shall be submitted to the City for review and approval prior to issuance of the Notice to Proceed and as a condition precedent to any payment.

The City shall be named as an additional insured on all applicable liability policies, on a primary and non-contributory basis, and such coverage shall not be canceled, materially changed, or allowed to lapse without at least thirty (30) days' prior written notice to the City.

Failure to maintain required insurance or bonds shall constitute a material breach of this Agreement and shall entitle the City, without limitation, to suspend the Work, withhold payment, or terminate this Agreement.

All insurance obligations shall survive final completion, acceptance of the Work, and termination of this Agreement to the extent required to cover claims arising from the Work.

9. COMPLIANCE WITH LAWS

The Contractor shall, at its sole cost and expense, comply with all applicable federal, state, and local laws, statutes, ordinances, rules, regulations, codes, and permit conditions governing the performance of the Work, including without limitation all requirements of the City of Dania Beach Code of Ordinances.

The Contractor acknowledges that the Project is funded, in whole or in part, by state and federal grant funds and agrees to comply with all applicable grant agreements, funding conditions, reimbursement requirements, audit provisions, reporting obligations, and record retention requirements, including those imposed by the Florida Department of Environmental Protection and any applicable federal agencies.

The Contractor shall be responsible for monitoring changes in applicable laws and requirements and shall promptly take all actions necessary to maintain compliance. Any costs, delays, rework,

penalties, fines, or disallowances arising from the Contractor's failure to comply shall be the sole responsibility of the Contractor and shall not entitle the Contractor to additional compensation or time.

Upon request, the Contractor shall provide certifications, affidavits, payroll records, compliance documentation, and access to records reasonably required by the City or any auditing or funding authority. Failure to comply with this Section shall constitute a material breach of this Agreement.

10. TERMINATION

10.1 Termination for Convenience. The City may terminate this Agreement, in whole or in part, for its convenience and without cause upon written notice to the Contractor. In the event of termination for convenience, the Contractor shall be entitled only to payment for Work satisfactorily performed and accepted by the City as of the effective date of termination. The Contractor shall not be entitled to anticipated profits, unabsorbed overhead, consequential damages, or payment for unperformed Work or unused materials.

10.2 Termination for Cause. The City may terminate this Agreement for cause upon written notice if the Contractor fails to perform the Work in accordance with the Contract Documents, fails to maintain required insurance or bonds, fails to comply with applicable laws or grant requirements, becomes insolvent, or otherwise materially breaches this Agreement. Where required by law, the City shall provide a reasonable opportunity to cure; however, no cure period shall be required where the breach poses a threat to public health, safety, or grant compliance.

10.3 Termination for Funding Unavailability. In the event that grant funding is reduced, delayed, suspended, or terminated, or reimbursement becomes unavailable or ineligible, the City may terminate this Agreement, in whole or in part, without penalty. The Contractor acknowledges that continuation of this Agreement is expressly contingent upon the availability of grant funds.

10.4 City Remedies. Termination shall be in addition to, and not in lieu of, any other rights or remedies available to the City at law or in equity, including the right to complete the Work and recover costs from the Contractor and its surety.

11. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the City of Dania Beach, its officers, officials, employees, agents, and volunteers from and against any and all claims, demands, damages, losses, liabilities, costs, and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of, relating to, or resulting from the negligent acts, errors, or omissions, recklessness, or willful misconduct of the Contractor, its subcontractors, suppliers, or anyone directly or indirectly employed by or acting on behalf of the Contractor in connection with the performance of the Work.

This obligation shall apply regardless of whether such claim is caused in part by a party indemnified hereunder but shall not apply to the extent caused by the sole negligence or willful misconduct of the City.

Nothing in this Section shall be construed as a waiver of the City's sovereign immunity beyond the limits set forth in section 768.28, Florida Statutes.

The indemnification obligations set forth herein shall survive completion of the Work, final payment, acceptance, and termination of this Agreement.

12. LIQUIDATED DAMAGES

The Contractor acknowledges that time is of the essence in the performance of the Work and that the City will sustain actual damages if the Work is not completed within the contract time. The parties further acknowledge that such damages are difficult or impracticable to determine with precision at the time of entering into this Agreement.

Accordingly, the Contractor agrees that for each calendar day beyond the required date of final completion that the Work remains incomplete, the Contractor shall pay to the City liquidated damages in the amount of **Five Hundred Dollars ($500.00) per calendar day**, which the parties agree represents a reasonable pre-estimate of the City's damages and is not a penalty.

Liquidated damages shall accrue beginning on the first day following expiration of the contract time, as adjusted by approved Change Orders, and shall continue until final completion is achieved. The City may deduct liquidated damages from any amounts otherwise due to the Contractor or may recover such amounts from the Contractor and its surety.

The assessment of liquidated damages shall not relieve the Contractor of its obligation to complete the Work nor limit the City's right to pursue other remedies for breach, except that liquidated damages shall be the City's sole monetary recovery for delay in completion, unless the delay is the result of fraud, willful misconduct, or gross negligence.

13. NO DAMAGES FOR DELAY

The Contractor agrees that it shall have no claim for, and shall not be entitled to, any damages, compensation, or reimbursement of any kind for delays, hindrances, disruptions, or interferences to the Work, regardless of cause.

Claims by the Contractor for delays shall be submitted in accordance with the claims procedures set forth in the Contract Documents. The sole and exclusive remedy for any delay shall be a non-compensable extension of Contract Time, if approved in writing by the City. In no event shall the Contractor be entitled to monetary compensation for delay.

Nothing herein shall preclude the City from recovering liquidated damages or other remedies available under this Agreement.

14. FORCE MAJEURE

Neither the City nor the Contractor shall be deemed in default for failure to perform its obligations under this Agreement when such failure is due to events beyond the reasonable control of the affected party that could not have been prevented through the exercise of reasonable diligence ("Force Majeure"), including fire, earthquakes, hurricanes, tornadoes, storms, lightning, epidemic, pandemic, war, riot, civil disturbance, sabotage, or governmental actions.

Force Majeure shall not include material shortages, supply chain disruptions, labor availability issues, subcontractor or supplier nonperformance, utility conflicts, permitting delays, financial hardship, or other events that could have been avoided or mitigated through reasonable planning or diligence.

The Contractor shall provide written notice of a Force Majeure event in accordance with the claims notice provisions of the Contract Documents. The Contractor shall take all reasonable steps to mitigate the effects of the Force Majeure event and to resume performance as soon as practicable.

The sole and exclusive remedy for a Force Majeure event shall be a non-compensable extension of Contract Time, if approved in writing by the City. No Force Majeure event shall entitle the Contractor to additional compensation, damages, or reimbursement of any kind.

15. RETAINAGE

15.1 Maximum Statutory Retainage. The City may withhold retainage from progress payments in an amount not to exceed **five percent (5%)** of each progress payment, in strict accordance with section 255.078, Florida Statutes.

15.2 Discretion to Reduce or Release. The City may, in its sole discretion, withhold retainage at a rate less than five percent (5%), incrementally reduce the rate of retainage pursuant to a schedule established by the City, or release all or a portion of retainage at any time, as permitted by law.

15.3 Withholding Authority. The City may withhold retainage, in whole or in part, to address defective or incomplete Work, punch-list items, unresolved claims, liquidated damages, audit or close-out deficiencies, or any other amounts owed to the City under the Contract Documents.

15.4 Final Release. Final release of retainage shall occur only upon Final Completion, final acceptance of the Work, receipt and approval of all close-out documentation, and satisfaction of all contractual and statutory requirements.

16. CHANGES IN THE WORK

The City reserves the right, at any time and without invalidating this Agreement, to make changes in the Work within the general scope of the Project. No change in the Work shall be undertaken, and no adjustment to the Contract Price or Contract Time shall be made, unless authorized in advance by a written Change Order or written Construction Change Directive executed by the City.

The Contractor shall not perform any changed or additional Work without prior written authorization from the City. Any Work performed without such authorization shall be deemed unauthorized and shall be performed at the Contractor's sole risk and expense.

All requests for changes, including claims for additional compensation or extensions of time, shall be submitted in writing in strict accordance with the procedures set forth in the Contract Documents. Failure to timely submit a request for a change shall constitute a waiver of the claim.

The City shall have sole discretion to approve, modify, or reject any proposed change. The existence of a dispute regarding a change shall not relieve the Contractor of its obligation to proceed with the Work as directed by the City.

No Change Order shall be deemed approved unless executed in writing by the City. Oral statements, field directives, approvals by inspectors or consultants, or course of conduct shall not constitute authorization for a change.

Any Change Order involving the use of contingency funds shall require express written approval by the City and shall be subject to the availability of funds and applicable grant requirements.

17. WARRANTY AND CORRECTION OF WORK

The Contractor warrants that all Work, materials, equipment, and workmanship furnished under this Agreement shall be new, of good quality, free from defects, and in full conformity with the Contract Documents.

In addition to any other warranties provided by law or the Contract Documents, the Contractor shall correct, at its sole cost and expense, any defective or nonconforming Work discovered within one (1) year after the date of final acceptance or within such longer period as may be required by law or any applicable manufacturer's warranty. The Contractor shall commence corrective work promptly upon receipt of written notice from the City.

If the Contractor fails to timely correct defective or nonconforming Work after notice, the City may, without prejudice to any other rights or remedies, correct such Work and charge the cost thereof to the Contractor or deduct such costs from any amounts due or retainage held.

The obligations set forth in this Section are in addition to, and not in limitation of, any rights or remedies available to the City under this Agreement, at law, or in equity, including claims for latent defects, gross negligence, fraud, or willful misconduct.

All warranties and correction obligations shall survive final payment, acceptance of the Work, and termination of this Agreement. The Contractor shall require all subcontractors and suppliers to provide warranties consistent with this Section.

18. ASSIGNMENT AND CHANGE IN CONTROL

The Contractor shall not assign, transfer, convey, subcontract, or otherwise delegate this Agreement or any interest herein, in whole or in part, without the prior written consent of the City, which consent may be granted or withheld in the City's sole discretion. Any attempted assignment or delegation without such consent shall be null and void.

For purposes of this Section, an assignment shall include, without limitation, any merger, consolidation, sale of substantially all assets, or change in ownership or control of the Contractor, whether direct or indirect. The Contractor shall provide the City with written notice of any proposed change in control at least thirty (30) days in advance.

No approved assignment or change in control shall relieve the Contractor of its obligations under this Agreement, nor shall it release the Contractor's surety or insurers unless expressly approved in writing by the City.

Any unauthorized assignment or change in control shall constitute a material breach of this Agreement and shall entitle the City to terminate this Agreement for cause.

19. RECORDS, AUDIT, AND GRANT COMPLIANCE

The Contractor shall maintain all records related to the Work in accordance with applicable state and federal grant requirements and shall make such records available for inspection or audit by the City or any funding agency. These obligations shall flow down to all subcontractors.

20. SURVIVAL

All provisions of this Agreement which, by their nature or by express terms, are intended to survive final payment, acceptance of the Work, or termination of this Agreement shall survive, including without limitation the provisions relating to indemnification, insurance, warranties and correction of Work, compliance with laws, records, audit and grant compliance, payment obligations, liquidated damages, no damages for delay, dispute resolution, assignment and change in control, and any other obligations which would reasonably be expected to continue beyond completion of the Work.

The survival of such provisions shall not be limited by final payment, issuance of a certificate of completion, acceptance of the Work, or termination of this Agreement for any reason.

21. MISCELLANEOUS PROVISIONS

21.1 Bankruptcy or Insolvency. The City may terminate this Agreement for cause upon written notice if the Contractor becomes insolvent, files a petition in bankruptcy, makes an assignment for the benefit of creditors, has a receiver or trustee appointed for all or a substantial portion of its assets, or is unable to pay its debts as they become due.

The Contractor acknowledges that any such event materially impairs its ability to perform the Work and that the City's rights under this Section are in addition to, and not in limitation of, any rights available to the City at law, in equity, or under the Contract Documents.

21.2 Continued Performance During Dispute. In the event of any dispute, claim, or controversy arising out of or relating to this Agreement or the Work, the Contractor shall continue to diligently perform the Work in accordance with the terms of this Agreement, unless otherwise directed in writing by the City, pending final resolution of the dispute.

21.3 Ownership of Documents and Work Product. All drawings, plans, specifications, shop drawings, submittals, test results, inspection reports, as-built drawings, operation and maintenance manuals, schedules, photographs, and other documents or data prepared or furnished by the Contractor or its subcontractors in connection with the Work shall be deemed work made for hire and shall be the property of the City. Upon termination or completion of the Work, such documents shall be promptly delivered to the City upon request, regardless of whether the Work is complete. To the extent any such documents or materials are not deemed a work made for hire, the Contractor hereby irrevocably assigns to the City all right, title, and interest therein.

21.4 Audit and Records; Withholding Payment. Without limiting the Contractor's obligations under Section 19 (Records, Audit, and Grant Compliance)**,** the City may withhold final payment, including retainage, until all required records, audit materials, close-out documentation, certifications, and deliverables have been submitted, reviewed, and accepted by the City in accordance with the Contract Documents and applicable law.

21.5 No Third-Party Beneficiaries. This Agreement is solely for the benefit of the City and the Contractor. No provision of this Agreement is intended to create or confer any rights or benefits upon any third party, including subcontractors, suppliers, or members of the public.

21.6 Waiver of Jury Trial. To the fullest extent permitted by law, the City and the Contractor knowingly, voluntarily, and intentionally waive any right either may have to a trial by jury in any action or proceeding arising out of or relating to this Agreement or the Work.

21.7 Amendments. No modification, amendment, or alteration of this Agreement shall be valid unless in writing and executed by the City and the Contractor with the same formality as this Agreement.

21.8 Authority to Execute. Each individual executing this Agreement on behalf of a party represents and warrants that he or she is duly authorized to execute this Agreement and bind the respective party.

21.9 Counterparts and Electronic Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original, and signatures transmitted electronically or by PDF shall be deemed original signatures for all purposes.

21.10 Governing Law and Venue**.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action arising out of or relating to this Agreement shall lie exclusively in Broward County, Florida.

21.11 No Waiver. The failure of the City at any time to require performance by the Contractor of any provision of this Agreement shall not affect the City's right to require such performance at any later time. Any waiver by the City must be in writing and shall not be deemed a waiver of any subsequent breach.

21.12 Entire Agreement. This Agreement, together with the Contract Documents, constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, whether written or oral.

21.13 Public Records.
The Contractor acknowledges that all documents, records, and materials made or received by the Contractor in connection with this Agreement are public records subject to Chapter 119, Florida Statutes, and shall comply with all applicable public records requirements.

21.14 Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by a nationally recognized overnight courier, or sent by certified mail, return receipt requested, to the addresses stated herein or such other address as a party may designate by written notice.

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:

CONTRACTOR:
Southern Underground Industries, Inc.
a Florida corporation

_____
SIGNATURE

_____
PRINT Name

_____
SIGNATURE

_____
PRINT Name

_____
SIGNATURE

_____
Title

Date:_____

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, on _____2026 by _____. 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

DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

Lift Station No. 6 Mitigation

CITY INVITATION TO BID ("ITB") NO. 25-026

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

Tuesday, October 14, 2025

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1. NOTICE TO BIDDERS

CITY OF DANIA BEACH, FLORIDA

INVITATION TO BID FOR

"Lift Station No. 6 Mitigation"

25-026

NOTICE IS GIVEN that the City of Dania Beach, Florida (the "City" or "Owner") will be accepting sealed Bids for its "**Lift Station No. 6 Mitigation, 25-026**".

Bids will be accepted on the City's e-Procurement Portal at https://procurement.opengov.com/portal/daniabeachfl until Friday, November 14, 2025, at 12:00 pm. 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/183183.

NON-MANDATORY PRE-BID CONFERENCE

A NON-MANDATORY Pre-bid conference will be held on **Monday, October 27, 2025**, at 2:00 pm at Virtual-Microsoft Teams https://teams.microsoft.com/meet/233541954228?p=3r885nXAIc3a3Khnre. All Bidders and interested persons are invited to attend the meeting, which will outline the Project as described in the Bid, and provide an opportunity for questions and answers for all interested persons. Any interpretations, clarifications or additional information not disclosed in this Bid and determined to be necessary by the Owner in response to questions, will be issued by means of addendum or addenda, which addendum or addenda will be posted to the Portal at https://procurement.opengov.com/portal/daniabeachfl/projects/183183 for all interested persons who are following the project. The Bidder will be notified of any addenda issued, if following the project, but it is recommended they check the portal to see if there has been any addendum or addenda posted for this Bid. Only questions answered and information supplied by means of such addendum or addenda will be considered as binding. Oral interpretations, clarifications or other information will have no legal and binding effect.

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.

A bid bond of 10% of the bid price is required for this project.

The project is subject to the provisions and regulations of the Florida Department of Environmental Protection (FDEP). All respondents are subject to the requirements contained within the FDEP Grant Agreement, Attachment A, which is made a part of and is incorporated into the ITB by this reference.

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.

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, October 14, 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 percent (100%) 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,

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.

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.

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:

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.

1. **Workers' Compensation / Employers' Liability**

- **Commercial General Liability**

a. Limits of Liability (Minimum)Bodily Injury & Property Damage Liability

- Each Occurrence $3,000,000
- Policy Aggregate $6,000,000
- Personal & Advertising Injury $3,000,000
- Products & Completed Operations $3,000,000

b. Endorsements Required – Include in body of COI and Description of Operations

- Annual Aggregate shall apply "Per Project/Job"
- Waiver of Subrogation in favor of the City
- Insurance shall apply on a primary and non-contributory basis
- "The City of Dania Beach, Florida" added as named "Additional Insured"

a. Limits of Liability (Minimum)

- Bodily Injury and Property Damage
- Combined Single Limit $3,000,000
- Any Auto/Owned Autos or Scheduled Autos
- Including Hired and Non- Owned Autos
- Any One Accident

b. Endorsements Required - Include in body of COI and Description of Operations

- City of Dania Beach included as an Additional Insured

c. **Contractor's Pollution Liability**

- Waiver of Subrogation in favor of City
- $1,000,000 for bodily injury caused by an accident, each accident
- $1,000,000 for bodily injury caused by disease, each employee
- $1,000,000 for bodily injury caused by disease, policy limit

a. any employee, subcontractor or subcontractor employee that is exempted or purported to be exempt from Workers' Compensation insurance coverage; or

b. any employee, subcontractor or subcontractor employees who will be covered by an employee leasing arrangement.

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

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:

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. 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 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.

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.

B. **Date of Commencement and Substantial Completion**: The Date of Commencement is the date from which the Contract Time is measured, and shall be the date set forth in the NOTICE TO PROCEED as issued by the City. Should the Contractor incur costs prior to the issuance of the NOTICE TO PROCEED, any such costs shall be incurred at the Contractor's risk, and the City shall not reimburse the Contractor for any such costs under any circumstances. Notwithstanding the foregoing, City may reimburse Contractor for actual costs incurred relating to performance and payment bonds and insurance, with submittal of invoices, in the event that City terminates this Contract for convenience, as provided in the General Conditions. If Contractor fails to commence the Work within one (1) week of the date set forth in the NOTICE TO PROCEED, City may terminate the Contract immediately, without providing an opportunity to cure.
   The Contractor shall achieve Substantial Completion not later than one hundred fifty (150) calendar days and Final Completion of the entire Work not later than one hundred eighty (180) calendar days, each commencing with the date set forth in the NOTICE TO PROCEED as issued by the City, subject to adjustments of this Contract Time as provided in the Contract Documents.

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 SPECIAL PROVISIONS

As a federally funded State and Local Fiscal Recovery Funds (SLFRF) project, the following provisions apply:

MATERIALS AND SUPPLIES

All unmanufactured and manufactured articles, materials and supplies which are acquired for public use must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost. Contractor shall be required to make maximum use of recovered/recycled materials per § 200.317, § 200.322.

EQUAL OPPORTUNITY EMPLOYMENT

During the performance of this contract, the contractor agrees as follows:

A. 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.

B. The contractor will, in all solicitations or advertisements for employees places by or on behalf of the contractor, stat that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

C. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said 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.

D. The contractor will comply with all provisions of Executive Order 11246 of September 24,1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

E. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by 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.

F. In the vent of the contractor's noncompliance with the nondiscrimination clauses of this project, or with any of the said rules, regulations, or orders, this contract 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 construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or as otherwise provided by law.

G. The 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.

COPELAND ANTI-KICKBACK ACT

A. Contractor. The 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 contract.

B. Subcontracts. This 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 contract clauses.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provide in 29 C.F.R. § 5.12.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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.

CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

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).

SUSPENSION AND DEBARMENT

A. This contract is a covered transaction for purposed 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).

B. 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.

C. This certification is a material representation of fact relied upon by the Division of Emergency Management. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt 3000, subpart C, in addition to remedies available to the Division of Emergency Management, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The bidder or proposed 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 contract that may arise from this offer. The bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions.

BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment, 31 U.S. C. § 1352 (as amended). Contractors who apply or propose for an award of $100,000 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 any 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.

CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.

Prime contractors, if subcontracts are to be let, shall take the following affirmative steps:

A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

B. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;

C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises; and

Using the services and assistance, as appropriate, of such organizations a the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

3.3 BID SECURITY

A. **Bid Security**: Simultaneously with the delivery of an executed Bid to the Owner, the Bidder shall furnish to the Owner a Bid Security in the amount of 10% of the proposed pricing as security for the faithful execution of an Agreement with the Owner in the event of a bid award by the City Commission.

B. Bid security may be in the form of a cashier's check payable to the City of Dania Beach and drawn on a Florida bank, or a Bid Bond (see attachments) issued by a surety meeting the qualifications stated in these Instructions to Bidders. Cashier's checks must be received by the Procurement Division before the bid submission deadline at the address noted on the title page. Bonds shall be submitted on the forms provided by the Owner. Bonds shall be returned subsequent to award of the Agreement by the City Commission and execution by the successful Bidder and the appropriate City officials. If the Bidder fails

to submit the required executed agreement within fourteen (14) calendar days after an award, the Bidder agrees that the City may retain the bid security deposit as the City's liquidated damages.

C. Failure of the successful Bidder to execute an Agreement, to furnish Performance and Payment Bonds when required, and to furnish Certificates of Insurance in the minimum amounts specified in the Bid shall be just cause for the rescission of the agreement award and the retention of the Bid Security deposit by the Owner. Such retention shall be considered not as a penalty, but as liquidation of the claims of the Owner for damages it sustained, which are not otherwise readily ascertainable. Award may then be made to the next ranked Bidder, or all Bids may be rejected.

3.4 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.

3.5 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.

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.

3.6 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.

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.

3.7 PROGRESS PAYMENTS

The Contractor may requisition payments for work completed during the project at intervals of not more than once a month. The Contractor's requisition shall show a complete breakdown of the project components, the quantities completed and the amount due, together with properly executed Releases of Liens by all subcontractors, suppliers and materialmen who were included in the Contractor's current and previous applications for payment and any other supporting documentation as may be required by the City or Contract Documents. The City shall make payment to the Contractor within thirty (30) calendar days after approval of the Contractor's requisition for payment.

Five percent (5%) of all monies earned by the Contractor shall be retained by the City until the work is totally completed as specified and accepted by the City.

The City may withhold in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:

A. Defective work not remedied.

B. Claims filed or reasonable evidence indicating the probable filing of claims by other parties against the Contractor.

C. Failure of the Contractor to make payment to subcontractors or suppliers for materials or labor.

D. Damage to another Contractor not remedied.

E. Liability for liquidated damages that has been incurred by the Contractor.

F. Reasonable evidence that the work cannot be completed for the unpaid balance of the Contract Sum.

G. Reasonable evidence that the work will not be completed within the Contract Time.

H. Persistent failure to carry out the work in accordance with the Contract Documents.

When the above grounds are removed or resolved or the Contractor provides a surety bond or 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.

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 **"Lift Station No. 6 Mitigation".** The chosen Contractor will be responsible for tasks at the lift station associated with this project positioned at 631 NE 2nd Avenue, Dania Beach, FL, with coordinates Latitude 26.056302, Longitude -80.132441. The selected Contractor shall provide all necessary supervised labor, equipment, materials, and incidentals to perform the complete removal, modification, rehabilitation, and installation of new mechanical and electrical systems as indicated in the project documents. **Work Includes, but is not limited to:**

- **Demolition and Removal** of the existing lift station structure, including control systems and emergency generator, as applicable.
- **Installations** of a new submersible wastewater lift station, inclusive of:
- **Contractor Duties:**
  - Mobilization and demobilization
  - Supply of all labor, materials, and equipment
  - Provision of tools, construction equipment, and fuel
  - Electric, water, and temporary utilities for construction activities
  - Temporary provisions and site controls
  - Freight charges and applicable sales tax
  - Maintenance of traffic and safety measures
  - Surveying and field engineering support
  - Preparation of accurate record drawings in a format approved by the Engineer
  - Full compliance with all permitting conditions and regulatory requirements
  - Dewatering services as required
- **All necessary project testing including but not limited to:**
  - Trench and roadway restoration testing
  - Utility pressure and leakage testing
  - Final operational testing and system commissioning

A. 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.

B. 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.

C. 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.

D. **Applicants should include the following items in the submitted Bid:**

1. Letter of Transmittal.
2. Anticipated timeline 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.

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.**

4.2 Purpose

The purpose of this solicitation is to secure a qualified contractor to perform all labor, materials, equipment, and services necessary for the demolition and full reconstruction of Lift Station No. 6 in the City of Dania Beach. This project is funded by the Department of Enviornmental Protection (DEP) (Agreement No. 24SRP26) and aims to increase system reliability and resilience during storm events. Technical specifications, bid documents, and construction drawings are included under the attachments section.

5. BID FORM

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
General Conditions					
1	General requirements (bonds, insurance, etc.)	1	LS		
2	Mobilization/demobilization	1	LS		
3	Stormwater pollution prevention plan	1	LS		
4	Maintenance of traffic	1	LS		
Sanitary Sewer					
5	Bypass pumping	1	LS		
6	Removal and salvage/disposal of existing lift station equipment and materials	1	LS		
7	Demolition of existing submersible lift station	1	LS		
8	Install submersible lift station with valve vault	1	LS		
9	Install flow meter vault assembly	1	LS		
10	Install 6", DIP force main with fittings, open cut	10	LF		
11	Install 8", DIP force main with fittings, open cut	35	LF		
12	Install 8" plug valves	1	EA		
13	Install force main air release valve assembly	1	EA		
14	Install 18", PVC Gravity Sewer	10	LF		
15	Install 1-inch HDPE Water Service with RPZ and Hose Bib	1	LS		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
16	Install/modify electrical service	1	LS		
17	Install control panel system and electrical lift station components	1	LS		
18	Install emergency generator system	1	LS		
19	Lift station white vinyl fence with chain link gate	110	LF		
20	Landscape improvements	1	LS		
21	Lift station site restoration	1	LS		
TOTAL					

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
22	Permitting and FPL Allowance	1	LS	$25,000.00	
TOTAL					

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

☐ 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

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"

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:

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

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

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 Will you be utilizing Surety2000 Bid Bond verification?*

Select no if uploading your bid bond

☐ Yes

☐ No

*Response required

When equals "Yes"

4.1.1. Surety2000 Bid Bond*

Please enter your Bid Bond information from Surety2000 below.

*Response required

When equals "No"

4.1.2 Bid Security*

Please download the below documents, complete, and upload.

- BID_BOND.pdf

*Response required

4.2 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.

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

4.3 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

4.4 Sworn Statement Under 287.133 3A Florida Statutes Public Entity Crimes*
Please download the below documents, complete, and upload.

- Public_Entity_Crimes_Statem...

*Response required

4.5 Non-Collusion Affidavit*
Please download the below documents, complete, and upload.

- Non_Collusion_Affidavit.pdf

*Response required

4.6 Independence Affidavit*
Please download the below documents, complete, and upload.

- Independence_Affidavit.pdf

*Response required

4.7 Florida Trench Safety *
Please download the below documents, complete, and upload.

- Florida_Trench_Safety_Act.pdf

*Response required

PRICE TABLES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
General Conditions					
1	General requirements (bonds, insurance, etc.)	1	LS	$342,100.00	$342,100.00
2	Mobilization/demobiliza...	1	LS	$232,000.00	$232,000.00
3	Stormwater pollution prevention plan	1	LS	$10,744.63	$10,744.63
4	Maintenance of traffic	1	LS	$24,676.92	$24,676.92
Sanitary Sewer					
5	Bypass pumping	1	LS	$75,107.62	$75,107.62
6	Removal and salvage/disposal of existing lift station equipment and materials	1	LS	$59,133.47	$59,133.47
7	Demolition of existing submersible lift station	1	LS	$360,500.00	$360,500.00
8	Install submersible lift station with valve vault	1	LS	$707,000.00	$707,000.00
9	Install flow meter vault assembly	1	LS	$40,523.32	$40,523.32
10	Install 6", DIP force main with fittings, open cut	10	LF	$1,092.70	$10,927.00
11	Install 8", DIP force main with fittings, open cut	35	LF	$557.32	$19,506.20
12	Install 8" plug valves	1	EA	$20,327.14	$20,327.14
13	Install force main air release valve assembly	1	EA	$12,180.78	$12,180.78
14	Install 18", PVC Gravity Sewer	10	LF	$11,205.25	$112,052.50
15	Install 1-inch HDPE Water Service with RPZ and Hose Bib	1	LS	$11,690.22	$11,690.22
16	Install/modify electrical service	1	LS	$201,561.77	$201,561.77
17	Install control panel system and electrical lift station components	1	LS	$303,500.00	$303,500.00
18	Install emergency generator system	1	LS	$250,000.00	$250,000.00
19	Lift station white vinyl fence with chain link gate	110	LF	$363.20	$39,952.00

20	Landscape improvements	1	LS	$26,300.00	$26,300.00
21	Lift station site restoration	1	LS	$56,600.00	$56,600.00
	Total				**$2,916,383.57**

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
22	Permitting and FPL Allowance	1	LS	$25,000.00	$25,000.00
	Total				**$25,000.00**

City of Dania Beach
Parks & Recreation Memorandum

DATE: 2/10/2026

TO: Mayor and Commissioners

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

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

SUBJECT: Authorizing the proper City Officials to execute an agreement with Beach Raker, LLC. for Request For Proposal (RFP) No. 25-032; Beach Cleaning Services

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Request:
The Parks and Recreation Department is requesting that the proper City Officials execute an agreement with Beach Raker, LLC. for Request for Proposal (RFP) No. 25-032, entitled Beach Cleaning Services in the amount of One Hundred Twenty Six Thousand Dollars ($126,000.00).

Background:
The Parks and Recreation Department opened Request for Proposal (RFP) No. 25-032, entitled Beach Cleaning Services on November 19, 2025. On December 10, 2025, the City received three responses to RFP No. 25-032 to provide Beach Cleaning Services. The City's bid selection team made up of the Director of Parks and Recreation, Deputy Director of Parks and Recreation and Chief Ocean Lifeguard met on January 07, 2026, and evaluated the response received.

During the scoring process and evaluation meeting it was determined Beach Raker, LLC., was the most qualified and responsive bidder to perform the scope of services of the RFP. The other two submittals were deemed unqualified due to lack of experience and references in the scope of services needed. Staff did their due diligence in exploring the option of disposing of all seaweed as opposed to burying but it was an extreme increase of ten times more than the burying option. Due to this we recommend burying the seaweed as it is a fiscally responsible decision and aligns with the priorities of the commission adopted strategic plan.

The City bid selection committee recommends that Beach Raker LLC., be awarded the Agreement (Exhibit A) pursuant to RFP No. 25-032 in an annual amount of One Hundred Twenty Six Thousand Dollars ($126,000.00). The services are required to keep the beach in safe and pristine conditions for residents and visitors to enjoy.

Budgetary Impact
The amount of One Hundred Seven Thousand Dollars ($107,000.00) was planned and funded for these services in the General Fund; Beach Division, Professional Services – Account Number 001-72-02-572-31-10, and therefore, the Commission authorizes and approves a transfer of Ten Thousand One Hundred and Fifty Dollars ($10,150.00) from Account Number 001-72-02-572-

52-20 and Eight Thousand Eight Hundred and Fifty Dollars ($8,850.00) from Account Number 001-72-02-572-46-50, to appropriately allocation the funding for this bid award.

Recommendation
It is recommended that the City Commission adopt the resolution authorizing the proper City Officials execute an agreement with Beach Raker, LLC. for Request for Proposal (RFP) No. 25-032, entitled Beach Cleaning Services in the amount of One Hundred Twenty Six Thousand Dollars ($126,000.00).

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE BID AWARD FOR REQUEST FOR PROPOSALS ("RFP") NO. 25-032, ENTITLED "BEACH CLEANING SERVICES" AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH BEACH RAKER, LLC.; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on December 10, 2025, the City received three responses to Request for Proposals (RFP) No. 25-032 to provide Beach Cleaning Services; and

WHEREAS, the City's bid selection team made up of the Director of Parks and Recreation, Deputy Director of Parks and Recreation and Chief Ocean Lifeguard met on January 07, 2026, and evaluated the response received; and

WHEREAS, during the scoring process and evaluation meeting it was determined Beach Raker, LLC., was the most qualified and responsive bidder to perform the scope of services of the RFP due to their experience as an industry leader and excellent references; and

WHEREAS, staff explored the option of disposing of all seaweed as opposed to burying but it was an increase of ten times more than the burying option, making burying seaweed the fiscally responsible option aligning with the commission adopted strategic plan; and

WHEREAS, the City Bid Selection Committee recommends that Beach Raker LLC, be awarded the Agreement (Exhibit A) pursuant to RFP No. 25-032 in an annual amount of One Hundred Twenty Six Thousand Dollars ($126,000.00).

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

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

Section 2. That the City Commission approves the bid award to Beach Raker, LLC. for an annual amount of One Hundred Twenty Six Thousand Dollars ($126,000.00) and authorizes the proper City officials to execute an Agreement (Exhibit A) for Beach Cleaning Services.

Section 3. That the amount of One Hundred Seven Thousand Dollars ($107,000.00) was planned and funded for these services in the General Fund; Beach Division, Professional Services – Account Number 001-72-02-572-31-10, and therefore, the Commission authorizes and approves a transfer of Ten Thousand One Hundred and Fifty Dollars ($10,150.00) from Account

Number 001-72-02-572-52-20 and Eight Thousand Eight Hundred and Fifty Dollars ($8,850.00) from Account Number 001-72-02-572-46-50, to appropriately allocation the funding for this bid award.

Section 4. That the City Manager and City Attorney are authorized to make minor revisions to the Agreement related to the work as are deemed necessary and proper for the best interests of the City.

Section 5: That the City Commission authorizes the annual vendor threshold of Fifty Thousand Dollars ($50,000.00) to be exceeded each fiscal year the contract is in place subject to and made within the Parks and Recreation Department's approved level of annual budget appropriations from Recreation Professional Services Account No. 001-72-02-572-31-10.

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 _____, 2026.

Motion by _____, second by _____.

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

SIGNATURES ON THE FOLLOWING PAGE

ATTEST:

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

APPROVED AS TO FORM AND CORRECTNESS:

_____
EVE A. BOUTSIS
CITY ATTORNEY

AGREEMENT FOR BEACH CLEANING SERVICES

This Agreement (the "Agreement") is made and entered into as of the ___ day of _____, 2026 (the "Effective Date"), by and between the **City of Dania Beach, Florida**, a Florida municipal corporation, with its principal address at 100 W. Dania Beach Boulevard, Dania Beach, Florida 33004 (the "City"), and **Beach Raker, LLC**, a Florida limited liability company, with its principal address at 220 NE 13th Street, Pompano Beach, Florida 33062 (the "Contractor").

RECITALS

WHEREAS, the City issued Request for Proposals No. 25-032 for Beach Cleaning Services (the "RFP"); and

WHEREAS, Contractor submitted a responsive proposal and was determined by the City Commission to be the most responsible and responsive proposer; and

WHEREAS, the City desires to retain Contractor to provide beach cleaning services under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. SCOPE OF SERVICES

1.1 **General Services.** Contractor shall furnish all labor, supervision, personnel, equipment, materials, vehicles, permits, and incidentals necessary to provide beach cleaning services for approximately 2,200 linear feet of shoreline within the City of Dania Beach Ocean Park (the "Services"). All Services shall be performed in strict accordance with this Agreement, the RFP, Contractor's proposal, and all exhibits incorporated herein.

Incorporation; Order of Precedence. The following documents are hereby incorporated into this Agreement as exhibits and shall govern the scope and performance of the Services: (i) this Agreement; (ii) Request for Proposals No. 25-032 ("RFP"); and (iii) Contractor's response and proposal submitted in response to the RFP ("Contractor's Proposal"). In the event of any conflict or inconsistency among these documents, the order of precedence shall be: (1) this Agreement; (2) the RFP; and (3) Contractor's Proposal.

1.2 **Service Elements.** Services include, without limitation:

- Tide line cleaning and removal of man-made debris;
- Grooming, sanitizing, and sifting of the upper beach during permitted months;
- Sand sifting in volleyball, picnic, playground, beach entrance, and walkway areas as directed by the City;
- Seaweed management, including raking, burying, staging, hauling, and off-site disposal when directed by the City;
- Emergency and post-storm response services as requested by the City.

1.3 **No Minimum Commitment / Non-Exclusive.** Nothing in this Agreement shall be construed as guaranteeing Contractor a minimum amount of work or compensation. The City reserves the right to self-perform services or engage other contractors for similar services when deemed in the City's best interest.

1.4 **Permits and Compliance.** Contractor shall obtain, maintain, and comply with all permits, approvals, and authorizations required for performance of the Services, including permits from the Florida Fish and Wildlife Conservation Commission and all environmental agencies. All costs associated with compliance shall be borne solely by Contractor.

2. TERM

2.1 **Initial Term.** The initial term of this Agreement shall be for five (5) years, commencing on the Effective Date unless earlier terminated as provided herein.

2.2 **Renewals.** Subject to satisfactory performance and annual budgetary appropriation, the City may renew this Agreement for up to two (2) additional one (1) year terms by written notice to Contractor.

2.3 **Budgetary Non-Appropriation.** The obligations of the City under this Agreement are contingent upon annual appropriation of funds by the City Commission. In the event funds are not appropriated for any fiscal year, the City may terminate this Agreement without penalty or liability, and such termination shall not constitute a breach.

3. COMPENSATION

3.1 **Fees; Incorporated Pricing.** Compensation shall be paid in accordance with the pricing set forth in Contractor's proposal submitted in response to Request for Proposals No. 25-032 ("RFP"), as approved by the City Commission and incorporated herein by reference. Such pricing shall constitute the sole compensation for the Services, subject to the terms and limitations of this Agreement.

3.2 **Payment Limited to Performed and Accepted Services.** Compensation shall be paid solely for Services actually performed, completed, and accepted by the City in accordance with this Agreement. No payment shall be due for Services not performed, Services performed deficiently, or Services performed during any period of suspension.

3.3 **Adjustable Service Levels.** The City may increase or decrease service frequency or scope within the approved pricing structure without the need for a formal amendment, provided such adjustments remain within available budgetary appropriations.

3.4 **Prohibited Charges.** Contractor shall not be entitled to reimbursement for overhead, standby time, mobilization or demobilization costs, equipment wear, administrative expenses, or any other costs or charges unless expressly authorized in writing by the City.

3.5 **Invoices; Withholding; Offsets.** Contractor shall submit monthly invoices itemizing Services performed. The City may withhold, offset, or deduct from any invoice amounts reasonably related to deficient performance, liquidated damages, or other sums owed to the City under this Agreement.

3.6 **Fiscal Year Limitation.** Total compensation payable under this Agreement in any fiscal year shall not exceed the amount appropriated by the City Commission for the Services for that fiscal year.

4. PERFORMANCE STANDARDS; DEFICIENCIES

4.1 **Standard of Care.** Contractor shall perform all Services in a professional, diligent, timely, and workmanlike manner, in strict accordance with this Agreement, the RFP, Contractor's Proposal, and all applicable federal, state, and local laws, permits, and regulations.

4.2 **Inspection and Direction.** The City shall have the right to inspect the Services at any time and to direct Contractor to take corrective action to remedy any deficient, non-conforming, or unsatisfactory performance. Contractor shall promptly comply with all reasonable City directives related to performance of the Services.

4.3 **Deficiency Notice and Cure.** If the City determines that the Services are deficient, the City may issue written notice identifying the deficiency and requiring correction. Contractor shall correct the deficiency within the time specified by the City, which may be shorter than five (5) business days where necessary to protect public health, safety, environmental resources, or public use of the beach.

4.4 Repeated or Uncorrected Deficiencies. Repeated, recurring, or uncorrected deficiencies, failure to comply with City directives, or failure to meet required service frequencies shall constitute a material breach of this Agreement.

4.5 Remedies Not Exclusive. In addition to any other remedies available under this Agreement or at law, deficiencies in performance may result in assessment of liquidated damages, suspension of Services, withholding or offset of payment, or termination for cause, as determined by the City.

5. LIQUIDATED DAMAGES

Failure to perform any scheduled Service, or material deficiency in performance of a scheduled Service, without prior City approval, shall subject Contractor to liquidated damages in the amount of **Three Hundred Dollars ($300.00)** per missed or materially deficient service day**.** The parties agree that this amount represents a reasonable pre-estimate of the City's actual damages, which are difficult to ascertain due to the public, safety, and reputational impacts of non-performance, and is not a penalty. Liquidated damages assessed in any calendar month shall not exceed the total monthly service fee for that month. Assessment of liquidated damages shall not preclude the City from exercising any other rights or remedies available under this Agreement or at law.

6. INDEPENDENT CONTRACTOR

Contractor is and shall remain an independent contractor. No provision of this Agreement shall be deemed to create an employment, partnership, or joint venture relationship between the City and Contractor.

7. INSURANCE

Contractor shall maintain insurance coverage meeting or exceeding the requirements of the RFP, including workers' compensation, commercial general liability, and automobile liability insurance. The City shall be named as an additional insured where required. Certificates of insurance shall be provided prior to commencement of Services and upon renewal.

8. INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless the City of Dania Beach, Florida, and its officers, employees, and agents, from and against any and all claims, demands, causes of action, damages, losses, liabilities, fines, penalties, costs, and expenses, including reasonable attorneys' fees and costs at trial and on appeal, arising out of, related to, or resulting from (i) Contractor's performance or failure to perform the Services, (ii) the acts or omissions of Contractor, its employees, subcontractors, or agents, or (iii) any violation of law, regulation, or permit by Contractor, except to the extent caused by the sole negligence of the City.

This indemnification obligation shall survive the expiration or termination of this Agreement.

9. ENVIRONMENTAL COMPLIANCE

Contractor shall be solely responsible for compliance with all federal, state, and local environmental laws, regulations, permits, and approvals applicable to the Services. Contractor shall bear all costs associated with environmental compliance and shall be responsible for any fines, penalties, corrective actions, remediation, restoration, or mitigation required as a result of Contractor's operations, acts, or omissions. Contractor shall indemnify and hold harmless the City from and against any environmental claims, enforcement actions, or third-party demands arising out of or related to Contractor's performance of the Services. These obligations shall survive expiration or termination of this Agreement.

10. AUDIT AND RECORDS

Contractor shall maintain complete and accurate records relating to the Services for a minimum of five (5) years. The City shall have the right to audit such records upon reasonable notice.

11. KEY PERSONNEL

The individuals identified as key personnel in Contractor's Proposal are material to the City's award of this Agreement and shall be assigned to and actively involved in performance of the Services. Contractor shall not remove, replace, or materially reduce the involvement of any key

personnel without the City's prior written approval, which shall not be unreasonably withheld. Any proposed replacement shall possess qualifications and experience equal to or greater than those of the individual being replaced. Unauthorized removal or substitution of key personnel shall constitute a material breach of this Agreement. Contractor shall maintain consistent supervisory staffing sufficient to ensure uninterrupted, high-quality performance of the Services.

12. FORCE MAJEURE

Neither party shall be deemed in default of this Agreement to the extent that performance is prevented by an event beyond the reasonable control of the affected party, including acts of God, declared states of emergency, or other unforeseeable events, provided that such event does not include equipment failure, labor disputes, subcontractor failure, supply chain issues, or failure to obtain or maintain required permits or approvals.

The affected party shall provide prompt written notice of the force majeure event and shall use diligent efforts to mitigate its effects and resume performance as soon as practicable. During any period of force majeure, Contractor shall not be entitled to payment for Services not performed.

If a force majeure event continues for more than thirty (30) consecutive days, the City may, at its option, suspend the Services or terminate this Agreement without penalty.

13. SUSPENSION OF SERVICES

The City may, at any time and for any reason, including administrative, operational, safety, environmental, weather-related, or budgetary reasons, temporarily suspend all or any portion of the Services upon written notice to Contractor. During any period of suspension, Contractor shall not perform the suspended Services and shall not be entitled to payment, standby charges, delay damages, or other compensation for the suspended Services. The City shall have sole discretion to determine the duration of the suspension and the conditions for resumption of Services. Suspension of Services shall not constitute a termination of this Agreement and shall not give rise to any claim against the City.

14. TERMINATION

14.1 **Termination for Convenience.** The City may terminate this Agreement, in whole or in part, for its convenience and without cause, upon thirty (30) days' written notice to Contractor. In the event of termination for convenience, Contractor shall be entitled only to payment for Services satisfactorily performed and accepted by the City through the effective date of termination, and shall not be entitled to lost profits, consequential damages, or compensation for unperformed Services.

14.2 **Termination for Cause.** The City may terminate this Agreement, in whole or in part, upon written notice if Contractor materially breaches this Agreement, including but not limited to failure to meet performance standards, repeated deficiencies, unauthorized substitution of key personnel, violation of law or permit requirements, or failure to maintain required insurance. Except where immediate termination is necessary to protect public health, safety, or welfare, the

City may, in its discretion, provide Contractor with a reasonable opportunity to cure such breach. Failure to cure within the time specified shall constitute grounds for immediate termination.

14.3 **Effect of Termination.** Termination shall not relieve Contractor of obligations that by their nature are intended to survive termination, including indemnification, environmental responsibilities, audit rights, and public records obligations.

15. ASSIGNMENT AND CHANGE OF CONTROL; SUBCONTRACTING

Contractor shall not assign, transfer, convey, subcontract, delegate, or otherwise dispose of this Agreement or any portion of the Services, nor shall Contractor undergo any merger, consolidation, sale of substantially all assets, equity transfer, or other change in ownership or control, without the prior written consent of the City, which consent may be granted or withheld in the City's sole discretion. Subcontracting of any core or material portion of the Services is expressly prohibited. Contractor may utilize vendors only for incidental or ancillary support services that do not involve performance of the core beach cleaning Services and that do not relieve Contractor of any obligation under this Agreement. Any attempted assignment, subcontract, or change of control without the City's prior written consent shall be null and void and shall constitute a material breach of this Agreement.

16. PUBLIC RECORDS

Contractor shall comply with Section 119.0701, Florida Statutes, regarding public records.

17. GOVERNING LAW; VENUE

This Agreement shall be governed by Florida law. Venue shall lie exclusively in Broward County, Florida.

18. NO WAIVER OF SOVEREIGN IMMUNITY

Nothing contained in this Agreement shall be construed as a waiver of the City's sovereign immunity or of the limits of liability set forth in section 768.28, Florida Statutes, or any other applicable law. The City expressly reserves all rights, defenses, and immunities provided by law.

19. NO WAIVER

No waiver by the City of any breach or default shall be deemed to be a waiver of any preceding or subsequent breach or default. No waiver shall be effective unless made in writing and signed by an authorized representative of the City. The City's failure or delay in exercising any right, power, or remedy under this Agreement shall not operate as a waiver of such right, power, or remedy.

20. ENTIRE AGREEMENT; AMENDMENTS

This Agreement, together with all documents expressly incorporated by reference, including the RFP and Contractor's Proposal, constitutes the entire agreement between the parties and supersedes all prior or contemporaneous negotiations, representations, understandings, or agreements, whether written or oral. No amendment, modification, or waiver of any provision of this Agreement shall be effective unless in writing and executed by the City Manager or other duly authorized representative of the City. No course of dealing, course of performance, or informal practice shall be deemed to modify or amend the terms of this Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SIGNATURES ON THE FOLLOWING PAGES

IN WITNESS OF THE FOREGOING, the parties have executed this Renewal on the date shown above.

CITY:

CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation

ATTEST:

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED FOR FORM AND
CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

ANA M. GARCIA, ICMA-CM
CITY MANAGER

CONTRACTOR:
BEACH RAKER, LLC
a Florida Limited Liability Company

_____	_____
Signature	Signature
_____	_____
PRINT Name	**PRINT** Name
_____	_____
Signature	TITLE
_____	
PRINT Name	

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, on _____, 2026 by _____, as_____ of BEACH RAKER, LLC, a Florida limited liability company. He/she is personally known to me or has produced _____as identification.

_____
NOTARY PUBLIC
State of Florida

My Commission Expires:

CITY OF DANIA BEACH, FLORIDA

DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

Beach Cleaning Services

CITY REQUEST FOR PROPOSAL ("RFP") NO. 25-032

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

Wednesday, November 19, 2025

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A - Sample Agreement

1. NOTICE TO PROPOSERS

CITY OF DANIA BEACH, FLORIDA

REQUEST FOR PROPOSALS

"Beach Cleaning Services"

25-032

NOTICE IS GIVEN that the City of Dania Beach, Florida (the "City" or "Owner") will be accepting sealed Bids for its "**Beach Cleaning Services, 25-032**".

Bids will be accepted on the City's e-Procurement Portal at https://procurement.opengov.com/portal/daniabeachfl until Wednesday, December 10, 2025, at 11:00 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/209493.

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.

The City of Dania Beach reserves the right to reject any and all proposals, with or without cause, to waive any informality in a proposal, to terminate the process or re-advertise and solicit new or additional proposals, and to make awards in the best interest of the City.

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.

All Proposers are advised that the City has not authorized the use of the City seal or logo by individuals or entities responding to City bids.

Beach Cleaning Services
Request For Proposal ("RFP") No. 25-032

CITY OF DANIA BEACH, FLORIDA
Published on: Wednesday, November 19, 2025

2. PROPOSAL SUBMISSION

Proposals must be submitted electronically on OpenGov, the City's designated electronic bidding system. All bid document files must be clearly labeled 25-032 Beach Cleaning Services

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

Proposals will be publicly opened and read aloud on Wednesday, December 10, 2025, at 11:00 am using the Zoom or Microsoft Teams online meeting platform. Below you will find the link to access this meeting on the above referenced date and time in the

Release Project Date:	November 19, 2025
Question Submission Deadline:	December 3, 2025, 3:00pm
Proposal Submission Deadline:	December 10, 2025, 11:00am
Bid Opening (Mandatory):	December 10, 2025, 11:20am Virtual- Microsoft Team https://teams.microsoft.com/meet/27370316634067?p=r3qPxfV7Um1GuyNmOq

Award of Contracts for the Proposals will be made at a subsequent City Commission meeting.

All Proposers are advised that the City has not authorized the use of the City seal by individuals or entities responding to City Proposals.

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

3. INSTRUCTIONS TO PROPOSERS

The following instructions are given for the purpose of guiding Proposers in properly preparing their Proposals. These directions have equal force and weight with the specifications and strict compliance is required with all of these provisions.

3.1 Qualifications of Proposers

No Proposal will be accepted from, nor will any contract be awarded to, any person who is in arrears to the City of Dania Beach, upon any debt or contract, or who has defaulted, as surety or otherwise, upon any obligation to the City, or who is deemed irresponsible or unreliable by the City Commission of Dania Beach. Minority, women-owned, and labor surplus area businesses and firms are encouraged to submit Proposals.

3.2 Personal Investigation

Proposers shall satisfy themselves by personal investigation and by such other means as they may think necessary or desirable, as to the conditions affecting the proposed work and the cost. No information derived from maps, plans, specifications, or from the City staff or their assistants shall relieve the Contractor from any risk or from fulfilling all terms of the contract. Before submitting a Proposal, each Proposer must visit the site (if applicable to the project) to become familiar with the facilities and equipment that may in any manner affect cost or performance of the work; must consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost or performance of the work, must carefully compare the Proposer's observations made during site visits or in review of applicable laws with the Proposal Documents; and must promptly notify the Project Contact person of all conflicts, errors and discrepancies, if any, in the Proposal Documents.

The Proposer, by and through the submission of a Proposal, agrees that Proposer shall be held responsible for having examined the facilities and equipment (if applicable); is familiar with the nature and extent of the work and any local conditions that may affect the work, and is familiar with the equipment, materials, parts and labor required to successfully perform the work.

3.3 Inconsistencies

Any seeming inconsistency between different provisions of specifications, Proposal or contract, or any point requiring explanation must be inquired into by the Proposer, in writing, at least ten (10) days prior to the time set for opening Proposals. After Proposals are opened, the Proposers shall abide by the decision of the City Manager or designee as to such interpretation.

3.4 Conflict of Interest

The award of any contract under this RFP is subject to the provisions of Chapter 112, Florida Statutes. Proposers must disclose with their Proposal the name of any officer, director, partner, proprietor, associate or agent who is also an officer or employee of City or any of its agencies. Further, all Proposals must disclose the name of any officer or employee of City who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches or affiliate companies.

3.5 Legal Conditions

Proposers are expected to familiarize themselves with the provisions of the laws of the United States and State of Florida, and with the provisions in the Charter and the ordinances of the City of Dania Beach.

3.6 Forms and Proposals

Proposals will be received until Wednesday, December 10, 202511:00 am by submission to OpenGov. Each Proposal and its accompanying statements must be made on the blanks provided. The forms must be submitted in good order and with all the blanks filled in.

3.7 Filling in Proposals

All prices must be written in the Proposal and also stated in words, and all Proposals must fully cover all items for which Proposals are asked and no other. Proposers are required to state the names and places of residence of all persons interested, and if no other person is interested, the Proposer shall distinctly state such fact and shall state that the Proposal is, in all respects, fair and without collusion or fraud. Where more than one person is interested, it is required that all persons interested, or their legal representative disclose such fact in writing to the City.

3.8 Proposals Firm for Acceptance

Proposer warrants, by virtue of proposing, that the Proposal and the prices quoted in the Proposal will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of Proposal opening.

3.9 Withdrawals

Any Proposer may, without prejudice, withdraw a Proposal at any time prior to the expiration of the time during which Proposals may be submitted. Such request for withdrawal must be in writing and signed in the same manner and by the same person who signed the Proposal. After expiration of the period for receiving Proposals, no Proposal can be withdrawn, modified, or explained. Should Proposer withdraw its Proposal after expiration of the period for receiving Proposals, its bond shall be retained by the City.

3.10 Causes for Rejection

No Proposal will be canvassed, considered, or accepted which, in the opinion of the City Manager, 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. Any alteration, erasure, interlineations, or failure to specify Proposals for all items called for in the schedule shall render the Proposal informal.

3.11 Rejection of Proposals

To the extent permitted by applicable state and federal laws and regulations, City reserves the right to reject any and all Proposals, to waive any and all informalities not involving price, time or changes in the work with the Successful Proposer, and to disregard all nonconforming, non-responsive, unbalanced or conditional Proposals. Proposals will be considered irregular and may be rejected if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any kind. The City Commission reserves the right to reject any Proposal if the evidence submitted by the Proposer, or if the investigation of such

Proposer, fails to satisfy the City that such Proposer is properly qualified to carry out the obligations and to complete the work contemplated. Any or all Proposals will be rejected, if there is reason to believe that collusion exists among Proposers. A Proposal will be considered irregular and may be rejected, if it shows serious omissions, alterations in form, additions not called for, conditions or unauthorized alternates, or irregularities of any kind. The City of Dania Beach reserves the right to reject any and all Proposals, to waive any and all informalities and irregularities, and to accept or reject all or any part of any Proposal as they deem to be in the best interest of the citizens of the City of Dania Beach, or the City may reject Proposals and re-advertise.

3.12 RFP Protest Procedure

After a Notice of Intent to Award a contract is posted, any actual or prospective manufacturer or distributor 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 P.M. 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 written protest, together with an RFP Protest Bond, is both timely received by the City Manager's Office.

An RFP Protest Bond is to compensate the 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. The amount of the RFP Protest Bond shall be one percent (1%) of the amount of the pending award for which the bidder is protesting, or five thousand dollars ($5,000.00), whichever is less.

3.13 Protest Committee

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 all appropriate steps be taken to remedy it.

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 then determines that the award of the contract is necessary without delay 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.

3.14 Agreement

The Proposer(s) to whom or to which an award is made shall execute a written agreement to do the work in the form attached to this RFP. The award may be canceled by the City Commission and awarded to the next lowest priced responsible and responsive Proposer. If this occurs, such Proposer shall fulfill every stipulation as if it were the original party to whom or to which an award was made. The Agreement will include specific insurance,

performance bond, and indemnification requirements as set forth in the attached specifications. Proposers must submit any questions, issues, or concerns with the terms, language or both in the attached Agreement by the deadline for submitting requests for interpretations.

3.15 Payment

Payment will be made when all work is completed to the satisfaction of the City Manager or designee. Successful Proposer shall submit invoices regularly, for no more than 30-day periods, as work progresses.

3.16 Audit of Contractor's Records

Upon execution of the Contract, the City reserves the right to conduct any necessary audit of the Contractor's records. Such an audit, or audits, may be conducted by the City or its representatives at any time prior to final payment, or thereafter, for a period up to three (3) years. 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. The City may also require submittal of the records, at no cost to the City, from the Contractor, any subcontractor, or both. For the purpose of this Section, records shall include all books of account, supporting documents and papers deemed necessary by the City to assure compliance with the Contract provisions.

Failure of the Contractor or subcontractor to comply with these requirements may result in disqualification or suspension from bidding or proposing for future contracts or disapproval as a subcontractor at the option of the City. The Contractor shall assure that a subcontractor will provide access to its records pertaining to the services upon request by the City.

3.17 Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352 (as amended)

Contractors who apply or submit a Proposal 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.

3.18 City

Failure by City to respond to an inquiry shall not excuse late or incomplete submissions

3.19 Lobbyists

Pursuant to Broward County Ordinance 2011-19, Lobbyists, and any of their principals or employers attending such meeting, are required to complete a Contact Log contemporaneously with a lobbyist meeting. City of Dania Beach Code of Ordinances, Article XI, "Lobbyist Regulations," Sections 2-231 through 2-234 require Lobbyists to register with the City PRIOR to engaging in lobbyist activities within the City. Contact with personnel of the City of Dania Beach other than the City Clerk or designated representative regarding the RFP shall be grounds for elimination and disqualification from the selection process.

3.20 Omission of Details, Variances and Exceptions.

as to any detail, or the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail, and that only material and workmanship of the finest quality is to be used. All interpretations of the specifications shall be made on the basis of this statement. Omission of any essential details from these specifications will not relieve the Proposer of supplying such services or product(s) as specified.

For the purpose of evaluation, the Proposer must indicate any variance or exceptions to the stated requirements, no matter how slight. Deviations should be explained in detail. Absence of variations, corrections or both will be interpreted to mean that the Proposer meets all the requirements in every respect.

Costs and compensation shall be shown in both unit prices and extensions whenever applicable, and expressed in U.S. Dollars. In the event of discrepancies existing between unit prices and extensions or totals, the unit prices shall govern. All costs and compensation shall remain firm and fixed for acceptance for 120 calendar days after the day of the Proposal opening. The Proposal price shall include all franchise fees, royalties, license fees, etc., as well as all costs for transportation or delivery as applicable within the scope of the solicitation.

3.21 Performance Bond and Insurance

Upon award of a contract, the Successful Proposer, as required within the scope of the solicitation, may be required to submit performance bonds, payment bonds or both. Proposer shall provide certificates of insurance in the manner, form and amount(s) specified.

3.22 Addenda and Interpretations

No interpretations of the meaning of the plans, specifications or other contract documents will be made orally to any Proposer. Prospective Proposers must request from the City Clerk or City designee such interpretation in writing. To be considered, such request must be received at least ten (10) days prior to the date fixed for the opening of responses. Any and all interpretations and any supplemental instructions will be in the form of a written addenda which, if issued, will be sent by certified mail with return receipt requested, to all prospective Proposers (at the address furnished for such purpose) not later than three (3) days prior to the date fixed for the opening of Proposals. Failure of any Proposer to receive any such addenda or interpretation shall not relieve any Proposer from any obligation under the Proposal as submitted. All addenda so issued shall become a part of the contract document. Contractor shall verify that it has all addenda before submitting a Proposal.

3.23 Non-Collusion Affidavit

Each Proposer shall complete the Non-Collusive Affidavit form and shall submit the form with their Proposal. City considers the failure of the Proposer to submit this document may be cause for rejection of the Proposal.

3.24 Public Entity Crimes

Each Proposal shall complete the Public Entity Crimes form. In accordance with Florida Statutes §287.133 (2)(a): A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or

public work, may not submit Proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or contractor under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes §287.017 for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.

3.25 All Proposals

All Proposals must be submitted electronically on OpenGov." The Proposal must be signed by one duly authorized to do so, and in case signed by a deputy or subordinate, the Proposer's principal's properly written authority to such deputy or subordinate must accompany the Proposal. No Proposal will be accepted, for any reason whatsoever, which is not submitted as stated above, within the specified time. Any uncertainty regarding the time a Proposal is received will be resolved against the Proposer.

4. SUBMISSION OF PROPOSALS

A. Proposals must be typed or legibly printed in blue ink. Use of erasable ink is not permitted. All corrections to prices made by the Proposer should be initialed.

B. All Proposals shall be submitted in the English language, and pricing expressed in U.S. Dollars.

C. Proposals must contain a manual signature of a corporate officer or designee with the proven authority to bind the Proposer. The address and telephone number for any communications regarding the Proposal must be included.

D. Proposals shall contain an acknowledgment of receipt of all addenda.

E. Proposals by corporations must be executed in the corporation's legal name by the President or other corporate officer, accompanied by evidence of authority to sign. Evidence of authority shall be provided on the enclosed Certified Resolution form, or by the company's own Corporate Resolution.

F. Proposals by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature.

G. Proposals shall be submitted to the Procurement Division on or before the time indicated in the Request for Proposals by the methods described above.

H. In accordance with Florida Statutes, Chapter §119.07(1)(a) and except as may be provided by other applicable state and federal law, the Request for Proposals and the responses to it are in the public domain. However, Proposers are requested to specifically identify in the submitted Proposal any financial information considered confidential, proprietary or both which may be considered exempt under Florida Statute §119.07(t).

I. All Proposals received from Proposers in response to the Request for Proposals will become the property of City and will not be returned. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of City.

J. The Proposer preparing a submittal in response to this RFP shall bear all expenses associated with its preparation. The Proposer shall prepare a submittal with the understanding that no claim for reimbursement shall be submitted to the City for the expense of Proposal preparation, presentation, or both.

5. QUALIFICATIONS OF PROPOSALS

A. Each Proposer shall complete the Proposal's Qualifications Statement and submit the form with the Proposal. Failure to submit the Proposer's Qualifications Statement and the documents required under it may constitute grounds for rejection of the Proposal.

B. As a part of the evaluation process, the City may conduct a background investigation including a criminal record check of Proposer's officers and employees, by the Broward County Sheriff's Office. Proposer's submission of a Proposal constitutes acknowledgement of and consent to such investigation. City shall be the sole judge in determining Proposer's qualifications.

C. No Proposal shall be accepted from, nor will any contract be awarded to, any person who is in arrears to City for any debt or contract, or who is a defaulter, as surety or otherwise, of any obligation to City, or who is deemed irresponsible or unreliable by City. City will be the sole judge of such determination. The City reserves the right to make a pre-award inspection of the Proposer's facilities and equipment prior to award of Contract.

D. Employees of the Proposer shall at all times be under its sole direction and not an employee or agent of the City. The Proposer shall supply competent and physically capable employees. The City may require the Proposer to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable. Proposer shall be responsible to the City for the acts and omissions of all employees working under its directions.

6. SCOPE OF WORK

6.1 SCOPE

A. The City of Dania Beach, Florida (the "City" or "Owner"), is actively seeking proposals from qualified vendors for **Beach Cleaning Services".** to provide maintenance to the City of Dania Beach Ocean Park.**Services consist of the following:**

1. **Tide Line:** Remove all man-made materials along approximately 2,200 feet of shoreline. Make multiple passes along the shoreline with a tractor-towed beach cleaner machine as necessary to gather and bury all seaweed. The City is further requesting that light or moderate seaweed be raked and covered with sand to smooth any ruts. If heavy accumulation of seaweed occurs, the City requires that seaweed be picked up and removed from the beach and disposed of in off-site dumpsters.

2. **Upper Beach:** Sanitize and groom the upper beach area from ten feet east of the dune line, seaward to the high-water line. This must provide a smooth, cleaned, combed appearance to the beach without tire tracks. This service shall only be performed during the months of November through February (outside of turtle nesting season). Special permits must be obtained from the Florida Fish and Wildlife Commission (the "FWCC") on behalf of the City of Dania Beach to use equipment during turtle season.

3. **Upper Beach, North and South of the Pier:** As required and directed by City (minimum of once per month), sift sand around volleyball and picnic areas on the North side of the pier and around the restaurant area on the South side of the fishing pier, to remove shells, rocks, bottle caps, cigarette butts, and small foreign objects.

4. **Beach Entrances and Walkways,:** As required and directed by City (minimum of once per month), sift sand around beach entrance and walkways to remove shells, rocks, bottle caps, cigarette butts, and small foreign objects. At entrances and walkways with wood decking, remove accumulated sand to expose wood decking as necessary and directed by City.

5. **Service Breakdown:** Proposer shall show a breakdown of the proposed services into daily, weekly and monthly costs to allow the City to select a Service level that it feels is in its best interests, and to allow it to remain within the City's budget for the Services requested in this RFP.

6. **Permits:** It shall be the Proposer's responsibility to obtain all permits necessary for beach cleaning and related services.

6. **Equipment:**

1. All beach cleaning equipment and beach cleaning processes must comply with federal and state environmental safety guidelines.

2. Any tractor-towed beach cleaner machine to be used by the Contractor shall have the capability to remove all forms of debris from beaches and sandy recreation areas. This includes seaweeds, bottles,

bottle caps, boxes, wrappers, cans, papers, dead fish, syringes, shells, stone, wood, cigarette butts, animal droppings, etc. in dry sand or wet sand conditions.

2. **Seaweed Alternative Disposal:**

    1. The City would like an alternative option included in the proposal to include the remove of the seaweed as opposed to burying it. Include the cost breakdowns and comparison.

B.

7. PROPOSAL REQUIRMENTS

Proposers shall, as a minimum, include the following information with the submittal of its Proposal.

A. **Executive Summary** - Summarize the business entity, its background, main office(s), and office location that will service this contract. Identify the officers, principals, supervisory staff and key individuals who will be directly involved with the work and their office locations. The executive summary should also summarize the key elements of the proposal.

B. **Relevant Project Experience** - Indicate the firm's number of years of experience in providing the professional services as it relates the work contemplated. Provide details of past projects for agencies of similar size and scope, including information on your firm's ability to meet time and budget requirements.

C. **Approach** - Provide in concise narrative form, your understanding of the City's needs, goals and objectives as they relate to the project, and your overall approach to accomplishing the project. Give an overview on your proposed vision, ideas and methodology. Describe your proposed approach to the project. As a part of the response, any design plan or mock ups shall be presented to the City for approval. for use in providing services to the City. Additionally, include a timeline for effectively managing and executing the work in optimum time. The City, at its discretion may allow for time extensions for unforeseen and unexpected delays. Also provide information on your firm's current workload and how this project will fit into your workload. Describe available facilities, technological capabilities and other available resources you offer for the project.

D. **References** - Provide names, addresses, and telephone numbers of five (5) references who are capable of explaining and confirming the firm's capacity to successfully complete the Services sought in this RFP.

E. **Pricing** - Provide a cost estimate for the Services to be provided based on the Scope of Services and the firm's proposed approach to the project.

Summary of Documents to Be Submitted with Proposals. The following is a summary of documents required to be submitted for this Proposal. Failure to include a technical Proposal, cost Proposal, Proposal surety (if required below), or any other document that, by its omission, may prejudice the rights of other possible Proposers or respondents, may result in immediate rejection of a Proposal.
The Forms are as follows:

- Proposer's Qualifications
- Public Entity Crimes Form (must be notarized)
- Non-Collusion Affidavit (must be notarized)
- Drug-Free Workplace Certification
- Acknowledgement of Addenda

- References
- Certification to Accuracy of Proposal (must be notarized)
- Affidavit of Compliance with Anti-Human Trafficking Laws (must be notarized)
- General Certificate of Insurance (COI)

Other forms or **documents:**

- which, by their nature do not impact price or the Proposer's cost of doing business should accompany the Proposal; but must be provided within three (3) business days of the City's request to be considered responsive.
- The City reserves the right to request the most recently completed audited financial statement, or other approved documentation to verify financial viability

8. EVALUATION CRITERIA

Evaluation of the responses will be conducted by an Evaluation Committee composed of City staff, or other persons selected by the City Manager or designee. Proposals shall be evaluated based upon the information and references contained in the responses as submitted. The Evaluation Committee will evaluate all responsive proposals at duly advertised public evaluation meetings in accordance with Florida law. The City reserves the right to award the contract to the Proposer which will best serve the interest of the City. The scoring of the Proposals by the Evaluation Committee will be based on a point total and not a percentage factor.

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	**Firm Qualifications** Experience in field, workload of current projects.	Points Based	30 *(30% of Total)*
2.	**Approach** Understanding the scope of work, ability to comply with the full scope of work, technical soundness of Proposal.	Points Based	35 *(35% of Total)*
3.	**Price Proposal** Estimated total cost of project	Points Based	25 *(25% of Total)*
4.	**References**	Points Based	10 *(10% of Total)*

9. AWARD OF AGREEMENT

9.1 AWARD OF PROPOSAL

The City Commission will award the Proposal to the most responsible and responsive Proposer that meets the qualifications identified in Section 5, entitled Qualification of Proposers taking into consideration price and the evaluation criteria. The awarded Proposer must have satisfactory references.

9.2 CONTRACT AWARD AND EXECUTION

A. The City will publicly open and announce all proposals received in accordance with the terms stated in the RFP advertisement. The City will verify that all Proposers have properly completed and executed the required solicitation forms and submittals; review each proposal for accuracy and compliance with RFP requirements; prepare a summary of all responsive proposals; and evaluate proposals based on the criteria and weighting outlined in the RFP document. The evaluation process may include a review committee scoring, reference checks, clarification requests, and/or presentations or interviews if deemed necessary. Upon completion of the evaluation, the City will prepare an evaluation summary and provide a recommendation for award or recommendation for re-advertisement, if appropriate, to the City Commission.

B. Rejection of Proposals: The City reserves the right to reject proposals under the following circumstances:

   1. The proposal fails to include required forms, signatures, licenses, insurance documentation, or other mandatory submittals outlined in the RFP. A non-responsive proposal does not meet the minimum requirements for consideration.

   2. The pricing structure appears significantly higher or lower than the City's cost estimate or other proposals, or certain line items are disproportionately priced, suggesting an attempt to manipulate the evaluation or future change orders.

   3. The proposer does not demonstrate sufficient experience, capacity, or qualifications to perform the required scope of work, or fails to comply with key technical specifications or performance standards outlined in the RFP

   4. When the level of competition is deemed insufficient based on the number or quality of proposals received.

C. Negotiations with Offerors are not permitted during the advertisement, evaluation, or award period of the RFP process unless specifically authorized within the solicitation documents or permitted under applicable procurement regulations.

9.3 CONTRACT TERM

The initial Contract period shall be for five (5) 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.

10. PUBLIC RECORDS

10.1 Public Records

A. Proposer agrees to keep and maintain public records in Proposer's possession or control in connection with Proposer's performance under the Agreement. Proposer additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Proposer 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.

B. Upon request from the City custodian of public records, Proposer 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.

C. 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 Agreement are and shall remain the property of the City.

D. Upon completion of the Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Proposer shall be delivered by the Proposer to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by Proposer 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 Agreement, the Proposer shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

E. Any compensation due to Proposer shall be withheld until all records are received as provided in this RFP.

F. Proposer's failure or refusal to comply with the provisions of this section shall result in the immediate termination of the Agreement by the City.

G. Section 119.0701(2)(a), Florida Statutes **IF THE PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROPOSER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, THE PROPOSER 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: 954-924-9800, Ext. 3623
  Email: eriera@daniabeachfl.gov

10.2 INFORMATION REQUESTS AFTER DUE DATE

Pursuant to Florida Statutes Section 119.071 sealed Proposals or Proposals received by an agency pursuant to Invitations to Proposal or requests for Proposals are exempt from the provisions of subsection (1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to Florida Statutes §119.071(1) (b) (2), or within 30 days after Proposal/Proposal opening, whichever is earlier.

11. INSURANCE REQUIREMENTS

11.1 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. **Commercial General Liability**

1. Limits of Liability (Minimum)

   - Bodily Injury & Property Damage Liability
   - Each Occurrence $1,000,000
   - Policy Aggregate $2,000,000

- Personal & Advertising Injury $1,000,000
- Products & Completed Operations $1,000,000

2. Endorsements Required – Include in body of COI and/or Description of Operations
   - Annual Aggregate shall apply "Per Project/Job", if available
   - Waiver of Subrogation in favor of the City, if available
   - Insurance shall apply on a primary and non-contributory basis
   - "The City of Dania Beach, Florida" is included as "Additional Insured"
   - If Vendor's Insurance includes coverage for with an "As Required by Written Agreement/Contract" provision, then the following must be in place to establish such written agreement and trigger coverage:
     - An executed written contract between the City and Vendor including these requirements; OR
     - Statement on a Purchase Order or Invoice or other attachment thereof which includes the following verbiage:
       "Vendor will provide proof of General Liability insurance with Limits of $1,000,000 Per Occurrence/$2,000,000 General Aggregate. City is included as Additional Insured."

E. **Business Automobile Liability**

1. Limits of Liability (Minimum)
   - Bodily Injury and Property Damage
   - Combined Single Limit $1,000,000
   - Any Auto/Owned Autos or Scheduled Autos
   - Including Hired and Non- Owned Autos
   - Any One Accident
2. Endorsements Required-Include in body of COI and/or Description of Operations
   - City of Dania Beach included as an additional Insured if appropriate and available

F. **Workers' Compensation / Employers' Liability**

1. Workers Compensation Limits: Statutory - State of Florida
   - Waiver of Subrogation in favor of City, if available
2. Employers Liability Limits:
   - $100,000 for bodily injury caused by an accident, each accident

- $100,000 for bodily injury caused by disease, each employee
- $500,000 for bodily injury caused by disease, policy limitWorkers Compensation must be provided for all persons fulfilling this contract, whether employed, contracted, temporary or subcontracted.Contractor(s) must be in compliance with all applicable state and federal workers' compensation laws, including US Longshore and Harbor Workers Compensation Act, Jones Act (maritime), Federal Employers Liability Act (railroad), etc.In no event shall Vendor be permitted to utilize in the execution of this agreement, the following:
    i. any employee, subcontractor or subcontractor employee that is exempted or purported to be exempt from Workers' Compensation insurance coverage; or
    ii. any employee, subcontractor or subcontractor employees who will be covered by an employee leasing arrangement

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

H. **Other Conditions Required:**

- Subcontractors' Compliance: It is the responsibility of the contractor to ensure that all subcontractors comply with all insurance requirements.
- Cancellation Requirements: Required insurance shall always be maintained while vendor is on or utilizing City premises. The above policies shall provide the City of Dania Beach with 30 days written notice of cancellation or material change and 10 days written notice for cancellation due to non-payment. If the policies do not contain such a provision, it is the responsibility of the Contractor to provide such notice.
- Notice Requirements: If an insurable incident occurs while vendor is engaged in a City project, notification to the City is required.
- Insurance Carrier Financial Stability Requirements:
  Insurance must be provided by companies authorized to do business in the State of Florida. City reserves the right but not the obligation to reject any insurer providing coverage due to poor or deteriorating financial condition.
    - The Company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, by the latest edition of Best Insurance Guide published by A.M. best Company, or its equivalent. All policies or certificates of insurance are subject to review and verification by Risk Management. If a company is downgraded during the agreement term, Vendor shall notify the City.

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

  - Valid Certificates verifying coverage is in force as required above must be on file with the City at all times during contract. If the policies renew during the term of the Contract, updated Certificates verifying coverage is in force shall be submitted to the City within 10 days of expiration. Contractor and/or any Subcontractor shall not perform or continue to work pursuant to this agreement, unless all coverages remain in full force and effect; work delay is subject to provisions in this agreement. If vendor fails to provide proof of insurance within 7 days of City's receipt of notice at any time during this agreement, the City shall have the right to consider the agreement breached and therefore terminated.

  - A copy of Additional Insured Endorsement or other endorsements may be attached to the Certificate.

    - **Notices/ Certificate Holder:** City of Dania Beach
      100 West Dania Beach Boulevard
      Dania Beach, FL 33004

    - City of Dania Beach **CRA (If Applicable)**
      100 W. Dania Beach Blvd.
      Dania Beach, FL 33004
      Risk Manager: Wayne Fletcher,

The City of Dania Beach, Florida reserves the right to review/revise, reject or accept any required policies of insurance, including limits, coverages or endorsements, herein at the time of the insurance submission.

11.2 Contractor's Pollution Liability

Covering Bodily Injury & Property Damage Liability, Legal Defense, and Remediation for City-owned locations on which contractor is working.

- Each Occurrence $1,000,000
- Policy Aggregate $2,000,000

Retro Date- Prior to commencement of job. Coverage is to be maintained and applicable for a minimum of 3 years following contract completion.

11.3 Umbrella/Excess Liability (Excess Follow Form)

Can be utilized to provide the required limits. Coverage shall be "following form" and shall not be more restrictive than the underlying insurance policy coverages, including all special endorsements and City as Additional Insured status. Umbrella should include Employer's Liability.

Other Conditions Required:

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

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

Notice Requirements: If an insurable incident occurs while vendor is engaged in a City project, notification to the City is required.

Insurance Carrier Financial Stability Requirements:
Insurance must be provided by companies authorized to do business in the State of Florida. City reserves the right but not the obligation to reject any insurer providing coverage due to poor or deteriorating financial condition.
Company should be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, by the latest edition of Best Insurance Guide published by A.M. best Company, or its equivalent. All policies or certificates of insurance are subject to review and verification by Risk Management. If an insurance company is not sufficiently rated or there is going concern of financial distress, the policy may be denied. If a company is downgraded during the agreement term, the Vendor shall notify the City.

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

Valid Certificates verifying coverage is in force as required above must be on file with the City at all times during contract. If the policies renew during the term of the Contract, updated Certificates verifying coverage is in force shall be submitted to the City within 10 days of expiration. Contractor and/or any Subcontractor shall not perform or continue to work pursuant to this agreement, unless all coverages remain in full force and effect; work delay is subject to provisions in this agreement. If vendor fails to provide proof of insurance within 7 days of City's receipt of notice at any time during this agreement, the City shall have the right to consider the agreement breached, and therefore terminated.

A copy of Additional Insured Endorsement or other endorsements may be attached to the Certificate.
Notices/ Certificate Holder:
City of Dania Beach
100 West Dania Beach Boulevard
Dania Beach, FL 33004

-OR-

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

Email: Wayne Fletcher

wfletcher@daniabeachfl.gov

The City of Dania Beach, Florida reserves the right to review/revise, reject or accept any required policies of insurance, including limits, coverages or endorsements, herein at the time of the insurance submission.

12. INDEMNIFICATION

GENERAL INDEMNIFICATION:

Proposer 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, their agents, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged: a). Bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting 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 Proposer, any sub-Proposer, 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; or b). violation of law, statute, ordinance, governmental administration order, rule, regulation, or infringement of patent rights by Proposer in the performance of the Work; or c). liens, claims, or actions made by the Proposer or any sub-Proposer under Workers' Compensation acts; disability benefit acts, other employee benefit acts, or any statutory bar. Any costs or expenses, including attorney fees, incurred by the City to enforce this agreement shall be borne by the Proposer. Without limiting the foregoing, any and all such claims, suits, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, is included in the indemnity. Successful Proposer further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc., at its sole expense and agrees to bear all other related costs and expenses, even if the claim(s) are groundless, false, or fraudulent. Pursuant to Section 725.06, Florida Statutes, the indemnification required by this Section is limited to $1,000,000.00, which the parties agree bears a reasonable commercial relationship to the Agreement. In case of injury to persons, animals, or property, real or personal, by reason of failure to erect or maintain proper and necessary barricades, safeguards, and signals or by reason of any negligence of any Successful Proposer, or any of the Successful Proposer's agents, servants, or employees during the performance of the work before the estimates have become due under this Agreement, the City may, through its officials, withhold such payments as long as it may deem necessary for the indemnity of the City, provided that the failure to pay the same shall not be construed or considered as a waiver of the indemnity as hereinabove set forth.

The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the Proposer and that
Section 725.06, Florida Statutes, requires a specific consideration to be given. The parties therefore agree that the sum of Ten Dollars and 00/100 ($10.00), receipt of which is acknowledged and agreed upon, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by Proposer. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

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

The Proposer shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney fees (including appellate attorney fees) and costs.

The Successful Proposer shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney fees (including appellate attorney's fees) and costs. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Successful Proposer under the indemnification agreement. Nothing contained in this RFP is intended nor shall it be construed to waive City's rights and immunities under the common law or Florida Statute Section 768.28 as amended from time to time.

13. INDEPENDENT CONTRACTOR

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

14. DEBARMENT AND SUSPENSION

Proposers are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension). These regulations restrict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, I; and Chapter IV,6.d and Appendix C, 2. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that 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. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; Chapter IV,6.d and Appendix C,2. d. In general, an "excluded" party cannot receive a federal grant award or a contract within the meaning of a "covered transaction," to include sub-awards and subcontracts. This includes parties that receive federal funding indirectly, such as Proposers to recipients and sub-recipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the federal government for purposes of the non-procurement common rule and Department of Homeland Security's implementing regulations, it does include some contracts awarded by recipients and sub-recipients.

15. SCRUTINIZED COMPANIES

Proposer 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 Proposer 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.

16. VERFICATION OF EMPLOYMENT ELIGIBILTY

Proposer represents that Proposer and each Sub-Proposer 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 Proposer violates this section, Municipality may immediately terminate this Agreement for cause, and Proposer shall be liable for all costs incurred by Municipality due to the termination.

17. DELIVERIES

Any item requiring delivery by the Proposer or by sub-contractors shall be delivered F.O.B. destination to a specific City address. All delivery costs and charges must be included in the Proposal price. If delivery of an item is required, the City reserves the right to cancel the delivery order(s) or any part of it, without obligation if delivery is not made at the time specified in the Proposal.

18. WARRANTIES

18.1 WARRANTIES

A. Successful Proposer warrants to City that the consummation of the work provided for in the Contract documents will not result in the breach of any term or provision of, or constitute a default under any indenture, mortgage, contract, or agreement to which Successful Proposer is a party.

B. Successful Proposer warrants to 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 Contract.

C. Successful Proposer warrants to City that it will comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under the Contract.

D. All warranties made by Successful Proposer together with service warranties and guarantees shall run to City and the successors and assigns of City.

18.2 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, if any, as a result of this Proposal. The seller agrees to hold the City harmless from all liability, loss or expense occasioned by any such violation.

19. 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).

20. INSPECTION

The City shall have the right to inspect any materials, components, equipment, supplies, services or completed work specified in this RFP. Any of the items not complying with these specifications are subject to rejection at the option of the City. Any items rejected shall be removed from the premises of the City or replaced at the entire expense of the successful Contractor.

21. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Contract, the Proposer and its sub-contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, or disability if qualified. The Proposer will take affirmative action to ensure that employees and those of its sub-contractor are treated during employment, without regard to their race, color, sex, pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity or expression, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Proposer and its sub-contractor shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Proposer further agrees that it will ensure that all subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

22. TAXES

22.1 Taxes for Proposers

Successful Proposer shall pay all applicable sales, consumer use and other similar taxes required by law.

22.2 Taxes for the City

The City of Dania Beach is exempt from all federal, state, and local taxes. An exemption certificate will be provided where applicable upon request.

23. PERMITS, FEES AND NOTICES

The successful Proposer shall secure and pay for all permits and fees, licenses, and charges necessary for the proper execution and completion of the work, if applicable. The costs of all permits, fees, licenses and charges shall be included in the Price Proposal except where expressly noted in the specifications.

During the performance of the Contract, there may be times when the Proposer will be required to obtain an Owner permit for such Work, or in connection with the items or services. It is the responsibility of the Proposer to ensure that it has the appropriate Owner permits as may become necessary during the performance of the Contract. Any fees related to the Owner required permits in connection with the Contract will be the sole responsibility of the Proposer. Licenses, permits, and fees that may be required by Broward County, state, or federal entities are not included in the above list.

24. PERFORMANCE

Failure on the part of the Proposer to comply with the conditions, terms, specifications and requirements of the Proposal shall be just cause for cancellation of the Proposal award. The City may, by written notice to the Proposer, terminate the contract for failure to perform. The date of termination shall be stated in the notice. The City shall be the sole judge of nonperformance.

25. TERMINATION OF CONTRACT

25.1 TERMINATION OF CONTRACT

If the successful Proposer fails to provide the Services or shall in any other manner commit a breach of the contract and fails to remedy the same within five (5) calendar days after written notice from the City, the City may terminate the contract resulting from the RFP without any further notice to the Proposer. City representatives will review the Services periodically to assure that the requirements of the contract are being met. If any portion of the Services are unsatisfactory, the Proposer shall be contacted, and the discrepancies corrected at no additional cost to the City.

If, through any cause, the Proposer shall fail to fulfill in a timely and proper manner its obligations under the contract, or if the Proposer shall violate any of the provisions of the contract, the City may upon written notice to the Proposer, terminate the right of the Proposer to proceed under the contract, or as to such part or parts of the contract for which there has been a default, and may hold the Proposer 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 Proposer under the contract shall, at the option of the City become the City's property and the Proposer shall be entitled to receive equitable compensation for any Services completed to the satisfaction of the City. The Proposer, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the contract by the Proposer, and the City may withhold any payments to the Proposer for the purpose of set-off until such time as the amount of damages due to the City from the Proposer can be determined.

25.2 TERMINATION OF CONTRACT FOR CONVENIENCE

The contract may be terminated for convenience by City upon fifteen (15) days' advance written notice to Proposer (delivered by certified mail, return receipt requested) of intent to terminate and the date on which such termination becomes effective. In such case, the Proposer shall be paid for all acceptable Services performed prior to termination and shall not be entitled to any other costs, fees or payments.

26. SUCCESSORS AND ASSIGNS; ASSIGNMENT; SUBLETTING

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

27. EMPLOYEES OF THE PROPOSER

A. Proposers shall only designate employees who are sufficiently skilled to provide the required services specified in the RFP. 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 Proposer from performing the Services. Any interference with, or any abusive or threatening conduct toward any City representative, City assistants or inspectors by the Proposer, its employees or agents, or any member of the public shall be grounds for the City to terminate the contract and re-let the Services. The Proposer 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.

B. Proposer 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.

28. LITIGATION

A. In addition to any other provision of this RFP, the City may, in its absolute discretion, reject a Proposal if the Proposer, or any officer or director of the Proposer submitting the 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 Proposal under this section, the City will consider whether the litigation is likely to affect the Proposer's ability to work with the City, its consultants and representatives and whether the City's experience with the Proposer 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 Proposer.

C. A contract with the successful Proposer 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 the contract. 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 Consultant 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.

29. OTHER GOVERNMENTAL ENTITIES

If a Proposer is awarded a contract as a result of this RFP, Proposer will, if Proposer has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the RFP and resulting contract.

30. UNBALANCED PROPOSAL PRICING

When a unit price proposed has variable or estimated quantities, and the Proposal shows evidence of unbalanced Proposal pricing, such Proposal may be rejected.

31. BUDGETARY CONSTRAINT

In the event the City is required to reduce contract costs due to budgetary constraints, all Services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required. The Proposer shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

32. CONTINGENT FEES PROHIBITED

The Proposer must warrant that it has not employed or retained a company or person, other than a bona fide employee, contractor or subcontractor, working in its employ, to solicit or secure a contract with the City, and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee, contractor or sub-contractor, working in its employ, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of a contract with the City.

33. CONE OF SILENCE

33.1 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 ("ITB") or bid, between: a potential vendor, service provider, proposer, bidder, lobbyist, or consultant, and: 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 Evaluation Committee.

A Cone of Silence shall be imposed upon this RFP upon the advertisement of the RFP. 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 the 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.

33.2 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 her written recommendation of award to the City Commission. However, if the City Commission refers the City Manager's recommendation 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.

33.3 Exceptions to Applicability

The provisions of this section shall not apply to:

- Oral communications at pre-bid conferences;
- Oral presentations before the Evaluation Committee;
- Public presentations made to the City Commission members during any duly noticed public meeting;
- Communications regarding the RFP between a potential vendor, service provider, proposer, bidder, 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 RFP, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
- Communications with the City Attorney and her staff;
- Duly noticed site visits to determine the competency of a Proposer regarding the ITB during the time period between the opening of Proposals and the time the City Manager makes a written recommendation;
- Any emergency procurement of goods or services pursuant to City Code;

- Responses to the City's request for clarification or additional information;
- Contract negotiations during any duly noticed public meeting;
- 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, proposer, bidder, lobbyist, or consultant and any member of the City's professional staff including, but not limited to, the City Manager and staff are in writing or are made at a duly noticed public meeting.

33.4 Penalties

Violation of this section by a particular Proposer shall render any ITB award or contract to the Proposer 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 ITB, 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.

34. GENERAL TERMS & CONDITIONS

34.1 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.

34.2 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.

34.3 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.

34.4 AVAILABILITY OF FUNDS

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

34.5 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.

34.6 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.

34.7 PROPOSER'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.

34.8 SOLICITATION PROTEST PROCEDURE

1. After a Notice of Intent to Award a contract is posted, any actual or prospective Proposer 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.
2. 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.
3. 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.
4. 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.

35. SPECIAL CONDITIONS

35.1 INTERPRETATION AND CLARIFICATION OF PROPOSAL DOCUMENTS

A. All questions requiring interpretation or clarification of the Proposal documents shall be submitted to the project's Q&A in the portal **by Wednesday, December 3, 2025 at 3:00 pm.** Questions received after this time will not be addressed.

B. For information pertaining to this RFP, Proposers 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 proposal 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 Proposer, prior to submitting a proposal, 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 Proposer, and the Proposer shall be responsible for including such costs within the submitted proposal.

F. **Proposers shall use the Proposal Documents furnished in the RFP**.

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**: Proposers who are responding to the Request for Proposal ("RFP") **MUST** comply with all of the Insurance Requirements specified in the Insurance Requirements section of the Bid Documents and the Agreement upon award to the successful proposer.

35.2 QUALIFICATION OF PROPOSERS

1. **Proposers' Qualifications**: The Proposer shall complete the Proposers' Questionnaire Section, along with any other evidence of satisfactory experience and ability to perform the proposed Work. The failure of Proposer 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 Proposer to be non-responsible.

2. **Certified Financial Statement**: If requested by the Owner, the Proposer 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.

3. **Disqualification**: A Proposer 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 Proposers.

2. The Proposer is or has been involved directly or indirectly in litigation or arbitration against the Owner within the past ten (10) years.
3. The Proposer 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.

4. **Non-responsible Proposer**: A Proposer 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 Proposer'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 Proposer makes one or more false statements or provides false information in connection with any portion of the bidding documents.
   If the Proposer fails to demonstrate successful performance and completion of projects of a similar magnitude, scope or value as this project.
5. **Non-responsive Proposer**: A Proposer 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 Proposer 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 Proposer fails in any way to abide by any of the provisions of the Contract Documents.

36. PROPOSER SUBMISSIONS

1 PROPOSER QUALIFICATIONS

Note: The City of Dania Beach will analyze information requested in the RFP and submitted by the proposer, and this information will be a factor considered in awarding any resulting contract. The purpose is to ensure that the successful proposer 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 Please upload your cost proposal here. *
*Response required

1.2 Please upload your proposal documents here. *
This should include all items outlined in Section 7 Proposal Requirements.

*Response required

1.3 Authorized representative contact information?*
Please include the name, title, phone and email of the authorized representative

*Response required

1.4 Entity type?*
☐ Corporation
☐ Partnership
☐ Individual
☐ Other (specify below)
*Response required

1.5 If you selected other please specify:

1.6 If you selected corporation please enter date of incorporation and state in which incorporated:

1.7 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

1.8 Please include the name and title of Principal Officers and the date they were elected:*
*Response required

1.9 How many years has your organization been in business?*
Enter years

*Response required

1.10 The length of time (continuous) in business in Florida:*
Enter years

*Response required

1.11 Please upload a copy of a county or municipal Business Tax Receipt*
*Response required

1.12 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

1.13 Have you ever failed to complete any work awarded to you?*
☐ Yes
☐ No

*Response required

When equals "Yes"
1.13.1 If yes, please explain below*
*Response required

1.14 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"
1.14.1 If yes, please explain below*
*Response required

1.15 Within the last five years, have you ever had a performance, payment or bid bond called?*
☐ Yes
☐ No

*Response required

When equals "Yes"
1.15.1 If yes, please explain below*
*Response required

1.16 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"
1.16.1 If yes, please explain below*
*Response required

1.17 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

When equals "Yes"
1.17.1 If yes, please explain below*
*Response required

1.18 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"
1.18.1 If yes, please explain below*
*Response required

1.19 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"
1.19.1 If yes, please explain below*
*Response required

1.20 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"
1.20.1 If yes, please explain below*
*Response required

1.21 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"

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 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"

1.22.1 If yes, please explain below*

*Response required

1.23 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"

1.23.1 If yes, please explain below*

*Response required

1.24 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"

1.24.1 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:

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

2.5 Reference 5*
Please include:

Project Title

Address

Owner & Owner's Telephone Number

Contract Value

Percent Complete and Completion Date

*Response required

3 PROPOSER'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 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

3.5 How many employees (Contractors only) will be assigned to perform the services?*
*Response required

3.6 How many supervisors will be assigned to perform the services?*
*Response required

3.7 Will personnel be part of a regular crew assigned to perform the services? *
☐ Yes
☐ No

*Response required

3.8 Will you be able to provide service for emergency situations? *
☐ Yes
☐ No

*Response required

When equals "Yes"
3.8.1 If so, how much notice is required?*
*Response required

3.9 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

3.10 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.

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 Public Entity Crimes Form*
Please download the below documents, complete and have notarized. An online notarization option will be provided for you when responding.

- City_of_Dania_Beach_Florida...

*Response required

4.4 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

4.5 Acknowledgment of Addenda*
Please download the below documents, complete, and upload.

- Acknowledgment_of_Addenda.pdf

*Response required

4.6 Certificate of Accuracy of Proposal*
Please download the below documents, complete and have notarized. An online notarization option will be provided for you when responding.

- Certification_to_Accuracy_o...

*Response required

4.7 Please upload your company's Certificate of Insurance (COI)*
A general certificate of insurance should be uploaded in this section. If you are selected, you will be required to provide a corrected certificate of insurance with updated dates and additionally insured.

*Response required

City of Dania Beach RFP NO. 25-032 Beach Cleaning Services

Proposed Price

The cost to clean the Mean High Water Line and use the Barber Surf Rake on the upper beach, as well as mechanically sift and maintain the volleyball, picnic, and playground areas as outlined in the bid specifications RFP No. 25-032 will be provided to the City of Dania Beach at the cost structure shown below. As requested, we have broken down the cost of the services to allow the City of Dania Beach to select the level of service that best meets the needs of the City of Dania Beach and their corresponding budget or modify their service to include collection during the peak sargassum accumulation season.

Beach Cleaning (Per Week)	**Cost/Day**	
1-Day Service	$2076.92	Two Thousand Seventy-Six Dollars and Ninety-Two Cents
2-Day Service	$1067.31	One Thousand Sixty-Seven Dollars and Thirty-One Cents
3-Day Service	$730.77	Seven hundred Thirty Dollars and Seventy-Seven Cents
4-Day Service	$562.50	Five Hundred Sixty-Two Dollars and Fifty Cents
5-Day Service	$461.54	Four hundred Sixty-One Dollars and Fifty-Four Cents
6-Day Service	$394.23	Three Hundred Ninety-Four Dollars and Twenty-Three Cents
7-Day Service	$346.15	Three Hundred Forty-Six Dollars and Fifteen Cents

Beach Cleaning (Per Week)	**Weekly Cost**	
1-Day Service	$2076.92	Two Thousand Seventy-Six Dollars and Ninety-Two Cents
2-Day Service	$2134.62	Two Thousand One Hundred Thirty-Four Dollars and Sixty-Two Cents
3-Day Service	$2192.31	Two Thousand One Hundred Ninety-Two Dollars and Thirty-One Cents
4-Day Service	$2250.00	Two Thousand Two Hundred Fifty Dollars
5-Day Service	$2307.69	Two Thousand Three Hundred Seven Dollars and Sixty-Nine Cents
6-Day Service	$2365.38	Two Thousand Three Hundred Sixty-Five Dollars and Thirty-Eight Cents
7-Day Service	$2423.08	Two Thousand Four Hundred Twenty-Three Dollars and Eight Cents

Beach Cleaning (Per Week)	**Monthly Cost**	
1-Day Service	$9000.00	Nine Thousand Dollars
2-Day Service	$9250.00	Nine Thousand Two Hundred Fifty Dollars
3-Day Service	$9500.00	Nine Thousand Five Hundred Dollars
4-Day Service	$9750.00	Nine Thousand Seven Hundred Fifty Dollars
5-Day Service	$10000.00	Ten Thousand Dollars
6-Day Service	$10250.00	Ten Thousand Two Hundred Fifty Dollars
7-Day Service	$10500.00	Ten Thousand Five hundred Dollars

Bid Notes:

1. All of Beach Raker's cleaning equipment and beach cleaning processes comply with Federal and State environmental safety guidelines.

2. Beach Raker's tractor towed equipment has the capability to remove all forms of debris from beaches and sandy recreation areas, including seaweed, bottles, bottle caps, boxes, wrappers, cans, papers, dead fish, syringes, shells, stone, wood, cigarette butts, animal droppings, etc.
3. The City of Dania Beach will provide waste bins in the parking lot adjacent to the City's beach that can be used by the contractor for waste disposal. The City will provide equipment storage on site, or within close proximity to the beach for the beach contractor's equipment.
4. Beach Raker will apply to FWC on behalf of the City of Dania Beach for Special Permit Conditions to use its Barber Surf Rake equipment on the upper portion of the beach during Turtle Nesting Season March 1 – October 31, as we have done successfully in the past.

Seaweed Alternative Disposal

Seaweed will be collected and removed from beach to a Beach Raker designated/approved compost or transfer site as outlined in this RFP response.

Seaweed Removal Per Truck Load (Approximately 20 cubic yards)

$1,000.00	Per Truck Load	One Thousand Dollars

Bid Notes:

1. If the City of Dania Beach requires/desires the collected sargassum be taken to an alternative site. That cost will be negotiated on a case-by-case basis.
2. The collection of sargassum may require a staging area on or near a beach access point.

City of Dania Beach
Community Development Memorandum

DATE: 2/10/2026

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, MURP, AICP, Deputy Director

SUBJECT: **OT-035-24:** The property owner, Sunday Scura, Jr., is requesting a Waiver of Replat approval for vacating a portion of the Right-of-Way lying west of the property located at 213-225 NW 1 Avenue

---

Request:
WAIVER OF REPLAT
To waive the replating requirement for a Vacation Right-of-Way, the Land Development Code requires easement and streets to be vacated by the establishment of a new Plat, per Section 655-30(0).

PROPERTY INFORMATION

EXISTING ZONING:	City Center (CC)
LAND USE DESIGNATION:	Regional Activity Center (RAC)
SITE ACREAGE:	0.1742-acre (6,197 SF) Net
EXISTING USE:	Commercial Use
VIOLATIONS ON PROPERTY	No open violations on this property.

Background:
The applicant is requesting that the City vacate the full-width, 40-foot-wide strip of land that is an unimproved Right-of-Way (ROW) located west of the property for a total of approximately 103.29 linear feet. This section of ROW is currently utilized by the applicant as part of the existing building located at 213-225 NW 1st Avenue, which is currently located within the ROW.

The subject alley is located between the Florida East Coast Railroad and platted Lots 2, 3, and 4, Block 2, Town of Modelo. The alley is a public ROW that is unimproved and has been used by the businesses in the area as a service road.

The City's Land Development Code (LDC), Section 655-30(D) states that "no platted street, alley or other property dedicated to the public use shall be vacated or abandoned except by a new plat submitted to and approved by the City Commission, showing the condition of the area after such vacation and abandonment; however, if it is determined by the City Commission that the

submission and approval of such new plat would cause an undue hardship to the property owner requesting such a vacation or abandonment, the submission and approval of such new plat may be waived by the City Commission."

Replating the property would require amending the Plat for the entire neighborhood, which includes 695 properties. The associated Vacation application affects one three (3) commercial properties within the plat. Therefore, replating is unnecessary.

This application will be followed by the second reading of the Vacation application, which requires the Planning and Zoning Board recommendation.

Comprehensive Plan

This application supports the associated Vacation application, which implements the City's Comprehensive Plan by furthering the following goals:

Future Land Use Element

Goal 1.1.22.1 In order to protect the transportation corridors identified on the Broward County Trafficways Plan, Dania Beach shall require that development setbacks from identified rights-of-way be provided when issuing development orders, while providing an administrative relief process to ensure such setback does not deny all beneficial use of the property proposed for development. (B.C. P. # 12.02.05)

Staff Analysis

The requested Waiver of Replat application has been reviewed by the Planning and Zoning Division. This request and the associated Vacation application support the provision of protecting transportation corridors as identified on the Broward County Trafficways Plan. Staff finds the Vacation application affecting three (3) commercial properties and should not require replating for the entire neighborhood.

Budgetary Impact

None.

Recommendation

Based on the staff analysis above, Community Development staff is recommending approval of the resolution to waive the replating requirement from Code Sec. 655-30(0).

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE REQUEST OF A WAIVER OF A REPLAT (OT-035-24) SUBMITTED BY THE PROPERTY OWNER, SUNDAY SCURA JR, FOR PROPERTY LOCATED AT 213-225 NW 1ST AVENUE, IN THE CITY OF DANIA BEACH, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 28, the Land Development Code (the "LDC") Part 6 "Development Review Procedures And Requirements," Article 655, "Vacations of Rights-of-Way" of the City Code of Ordinances (the "City Code"), states that no platted street alley or other property dedicated to the public use shall be vacated or abandoned except by a new plat submitted to and approved by the City Commission, unless the City Commission waives the requirement of a new plat; and

WHEREAS, the property owner, Sunday Scura, Jr (the "Applicant"), applied to the City of Dania Beach (the "City") for approval of a waiver of a replat (OT-035-24) for the property located at 213-225 NW 1st Ave, which is more fully described on the attached Exhibit "A" which is incorporated by this reference; and

WHEREAS, the request is consistent with Section IV of the Future Land Use Element of the City of Dania Beach Comprehensive Plan (the "FLU Element"), titled "IV. Requirements for Future Land Use Goals, Objectives, and Policies"; and

WHEREAS, LDC Section 655-30(d) states that the City Commission may waive the requirement to replat based on its determination that the Applicant has demonstrated that the criteria identified in the City Code have been satisfied; and

WHEREAS, the Applicant proposes to waive the requirement to replat Lots 2, 3 and 4, Block 2, TOWN OF MODELO, according to the Plat or Map thereof as recorded in Plat Book "B", Page 49 of the Public Records of Miami-Dade County, Florida, which is more fully described on the attached Exhibit "A", whose terms are incorporated herein by reference, and

WHEREAS, this request is necessary to cure existing building encroachments; 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; and

WHEREAS, the City Commission conducted a duly noticed public hearing in accordance with Article 610 of the LDC; and

WHEREAS, the City Commission finds that the waiver of replat (OT-035-24) request is consistent with the LDC and Comprehensive Plan;

WHEREAS, the City Commission conducted a duly noticed public hearing in accordance with law.

NOW, THEREFORE, BE IT RESOLVED 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 Resolution.

Section 2. That pursuant to Chapter 28 "Land Development Code," Part 6 "Development Review Procedures and Requirements," Article 655 "Vacations of Right-of-Way," that the waiver of the replat (OT-035-24) is approved.

Section 3. That 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 deferral agency and does not create any liability on the part of the municipality for issuance of the permit if the applicant fails to first obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.

Section 4. That the associated Planning & Zoning Division Staff Report prepared for the above application(s) is incorporated into this resolution as findings of fact.

Section 5. That if any section, clause, sentence, or phrase of this Resolution is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Resolution.

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 l0 days after passage.

PASSED AND ADOPTED on _____, 2026.

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

Lots 2, 3 and 4, Block 2, TOWN OF MODELO, according to the Plat or Map thereof as recorded in Plat Book "B" , Page 49 of the Public Records of Miami-Dade County, Florida

DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

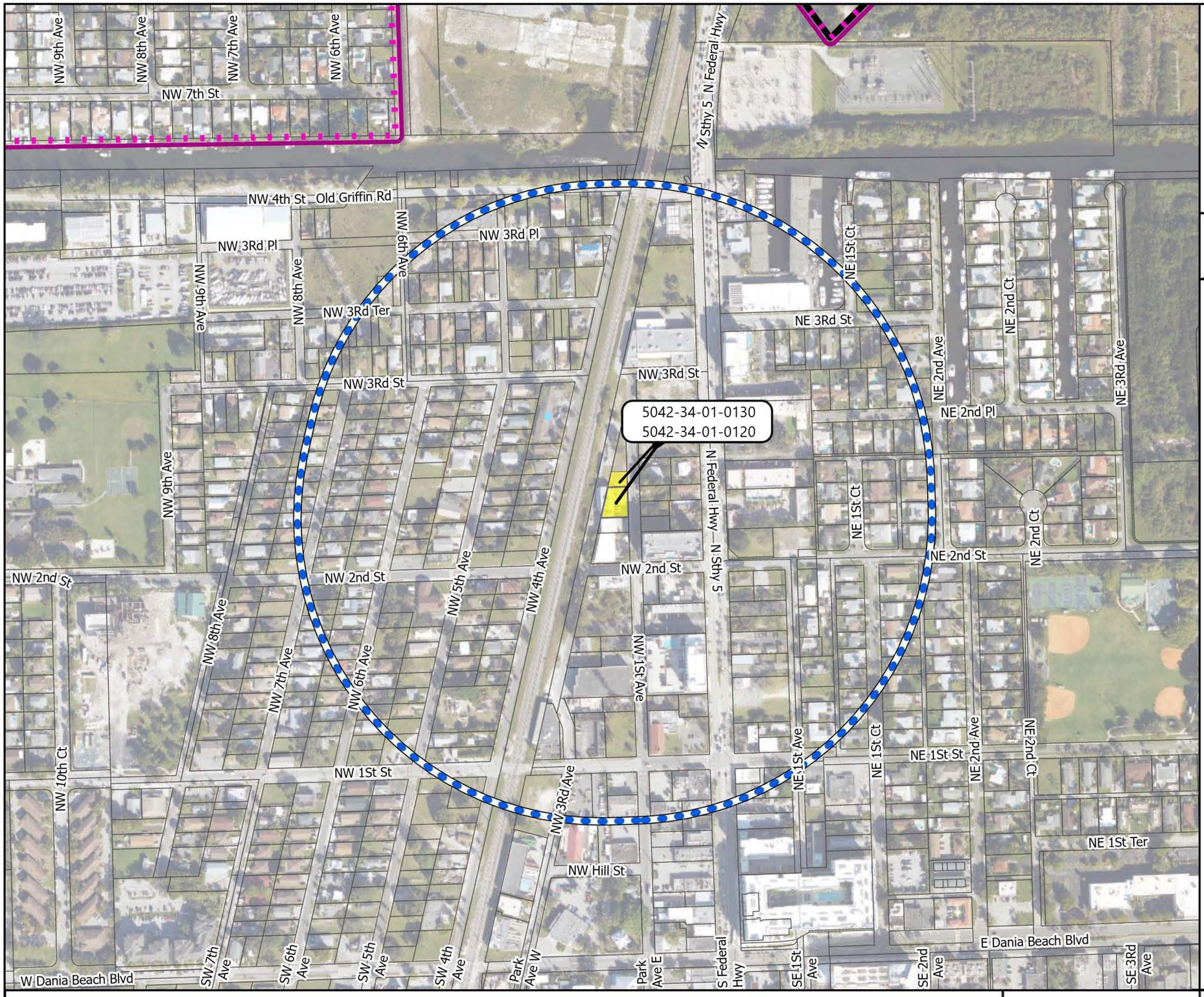
Location Map

APPLICATION:
VC-023-25
OT-035-25

FOLIO:
5042-34-01-0130
5042-34-01-0120

ADDRESS:
213-225 NW 1 Avenue

REQUEST:
Vacation of ROW
Waiver of Replat



Legend

- Dania Beach Boundary
- CRA Boundary
- Parcels
- Proposed Parcel
- 1,000 ft Buffer

N

Date: 7/8/2025

When Printed on 8 1/2" x 11"
1 inch equals 500 feet

0 250 500 750 Feet

Florida Technical Consultants

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:** Waiver of Plat to Vacate ROW ***(SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)***

RECEIVED
SEP 05 2024
BY:

Date Rec'd: SEP 05 2024

Petition No.: WA-035-24

THIS APPLICATION WILL NOT BE ACCEPTED UNTIL IT IS COMPLETE AND SUBMITTED WITH ALL NECESARRY 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: 213-217 Northwest 1 Avenue, Dania Beach, Florida.

Lot(s): 3-4 Block: 2 Subdivision: Town of Modelo

Recorded Plat Name: Town of Modelo (Plat Book B, Page 49, BCPR)

Folio Number(s): 5042 34 01 0130 Legal Description: See attached alley survey.

Applicant/Consultant/Legal Representative **(circle one)** Thuy Turner, Manager of Turner Planning Solutions

Address of Applicant: Wimbledon Lake Drive, Plantation, FL 33324

Business Telephone: 954-610-1633 Home: N/A Fax: N/A

E-mail address: thuy@turnerplanningsolutions.com

Name of Property Owner: Sunday Scura, Jr.

Address of Property Owner: 213 Northwest 1 Avenue

Business Telephone: N/A Home: N/A Fax: N/A

Explanation of Request: Waiver of Plat to vacate ROW on Town of Modelo (PB B, PG 49). See attached narrative.
*Please provide proposed **Plat Name** & **Criteria Statement** as required by the City's **Land Development Code.***

Prop. Net Acreage: 7828 s.f. Gross Acreage: N/A Prop. Square Footage: 9130 s.f. (bldg)

Existing Use: Unimproved ROW Proposed Use: Private property

Is property owned individually, by a corporation, association, or a joint venture? Public ROW to the benefit of Dania Beach, Florida.

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 Thuy Turner, Turner Planning Solutions **(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: _____
(Owner / Agent signature*)

BEFORE ME THIS 24th **DAY OF** July, **20** 24

By:

Thuy Turner
(Print name of person acknowledging)

_____
(Joint owner signature if applicable)

THUY TURNER
Notary Public - State of Florida
Commission # HH 322458
My Comm. Expires Oct 16, 2026

Notary _____

(Signature of Notary Public – State of Florida**)**

Personally known X **or Produced Identification** _____

Type of identification produced: _____ **or Drivers License** _____

***If joint ownership, both parties must sign. If partnership, corporation or association, an authorized officer must sign on behalf of the group. A notarized letter of authorization from the owner of record must accompany the application if an authorized agent signs for the owner(s).**

NO APPLICATION WILL BE AUTOMATICALLY SCHEDULED FOR A MEETING.

ALL APPLICATIONS MUST BE DETERMINED COMPLETE BY STAFF BEFORE PROCESSING OCCURS.

Turner Planning Solutions

thuy@turnerplanningsolutions.com
62 Wimbledon Lake Drive
Plantation, FL 33324
P 954.610.1633

MEMORANDUM

Date: **September 5, 2024**
To: **City of Dania Beach**
From: **Thuy Turner, AICP**
Re: **Request for Waiver of Plat Vacate Public Right-of-Way (Scotland Electric)**

This is a request for waiver of platting requirements to vacate an unimproved right-of-way (ref. Chapter 28, Part 6, Article 655, Section 655-30(D), Dania Beach Code of Ordinances). The subject alley is located between the Florida East Cost railroad and Lots 1 through 7, Block 2, Town of Modelo (Miami-Dade plat), Plat Book B, Page 49, BCPR ("Alley"), more particularly described in the attached survey. The Alley is a public right-of-way situated that is unimproved and has been used by businesses as a service road. Letters of no objection have been included with this application for waiver of plat to vacate right-of-way. We believe the vacation of the Alley would be mutually beneficial to all abutting owners and the city.

- **Reason for Vacating**
  - Curing of encroachment
  - Buildings and other structures have encroached onto the right-of-way and vacating the alley would allow adjacent landowners to establish clean title.

PAYMENT DATE
09/05/2024

COLLECTION STATION
City Hall Window 1

RECEIVED FROM
SUNDAY AND CHERI'S LLC

DESCRIPTION
10721 SW 57 CT

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

BATCH NO.
2024-12001374

RECEIPT NO.
2024-00044691

CASHIER
fincashier1

ENTRY DATE
09/05/2024 04:23:11 PM

PAYMENT CODE	RECEIPT DESCRIPTION	TRANSACTION AMOUNT
PSP	Appl Review - Standard WA-035-24 5042-34-01-0130 THUY THURNER	$3,500.00

Payments:

Type	Detail	Amount
Check	1559	$3,500.00

Total Amount: **$3,500.00**

Customer Copy

EXHIBIT "A"

DESCRIPTION:

BEING ALL OF NW 3RD AVENUE RIGHT-OF-WAY (FORMERLY "EAST RAILROAD AVENUE" BY PLAT), ADJACENT TO LOTS 2, 3 AND 4 (INCLUSIVE) IN BLOCK 2, OF THE PLAT OF "THE TOWN OF MODELO" (NOW DANIA), ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 'B', PAGE 49, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; BOUNDED ON THE SOUTH BY THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 4, AND BOUNDED ON THE NORTH BY THE WESTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 2; SAID LINES TERMINATING AT THE EAST RIGHT-OF-WAY LINE OF FLORIDA EAST COAST RAILWAY, AS SHOWN ON SAID PLAT.
SAID LAND SITUATED IN THE CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA

NOTES:
1. THIS IS NOT A BOUNDARY SURVEY.
2. SKETCH TO ACCOMPANY DESCRIPTION.

REVISION	DATE	BY

SKETCH AND DESCRIPTION

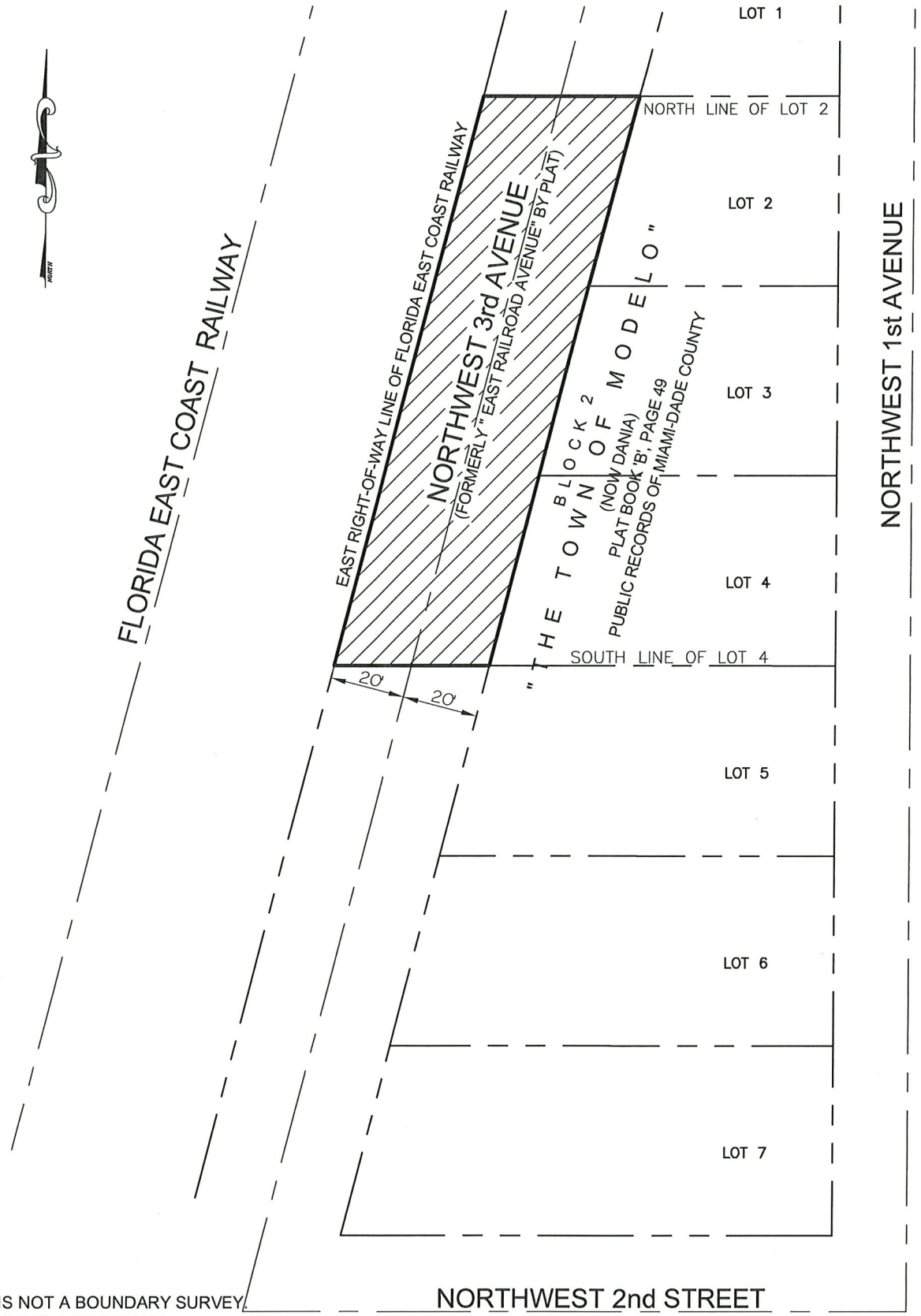
JOB #: RN9415	DATE: 07-08-24
SCALE:1"=40'	SHEET 1 0F 2
DRAWN BY: CM	CHECKED BY: SKS

GIBBS | LAND SURVEYORS
2131 HOLLYWOOD BOULEVARD, SUITE 204, HOLLYWOOD, FL 33020 (954) 923-7660
LICENSED BUSINESS NO. 7018

STATE OF FLORIDA
STEPHEN K SEELEY, FOR THE FIRM
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 4574
NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER

STEPHEN K SEELEY
LICENSE NUMBER
LS4574
Professional Surveyor and Mapper

EXHIBIT "A"



NOTES:

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REVISION	DATE	BY

SKETCH AND DESCRIPTION

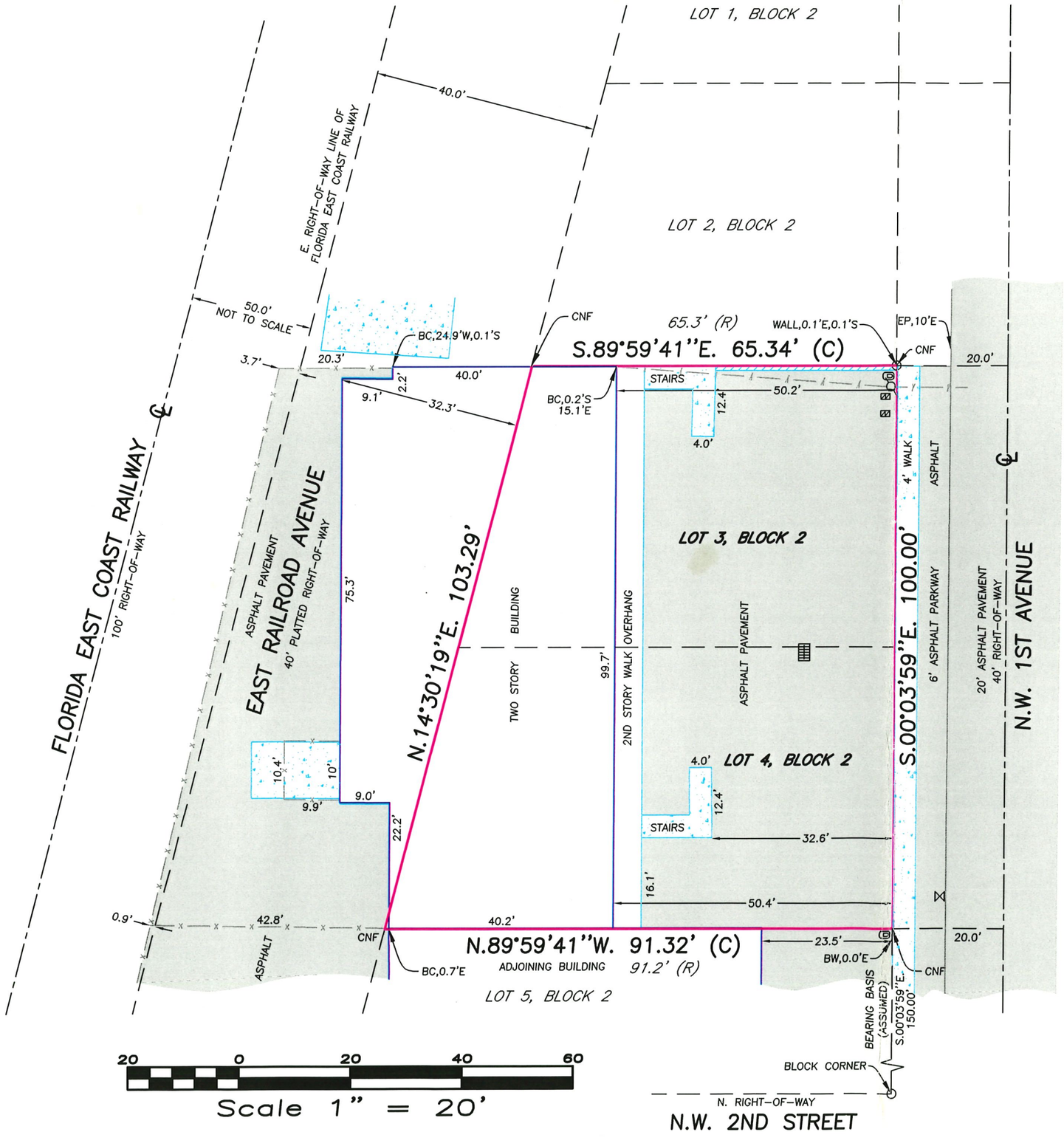
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LEGAL DESCRIPTION
LOTS 3 AND 4, BLOCK 2, TOWN OF DANIA (ALSO KNOWN AS TOWN OF MODELO), ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK B, PAGE 49, PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

CERTIFIED TO:
NARBLE INC

PROPERTY ADDRESS
213-214 NW 1ST AVENUE
DANIA BEACH, FL 33004

BOUNDARY SURVEY
INVOICE # 42384U
SURVEY DATE 10/23/24

FLOOD ZONE X0.2%
MAP DATE 07/31/24
MAP NUMBER 120034 0567J

LEGEND

- GUY ANCHOR
- WATER METER
- FIRE HYDRANT
- CABLE BOX
- ELECTRIC SERVICE
- POOL EQUIPMENT
- POWER/LIGHT POLE
- SPRINKLER SYSTEM
- CONTROL VALVE
- FP&L BOX
- CATCH BASIN
- CLEAN OUT
- MANHOLE
- WELL
- WATER VALVE
- CONCRETE/CHAT
- ASPHALT PAVEMENT
- BRICK/TILE PAVERS
- WOOD DECK/DOCK
- PROPERTY LINE
- CENTERLINE
- CONCRETE WALL
- METAL FENCE
- WOOD/PVC FENCE
- OVERHEAD WIRES
- 0.00 / 0.00 ELEVATION

ABBREVIATIONS

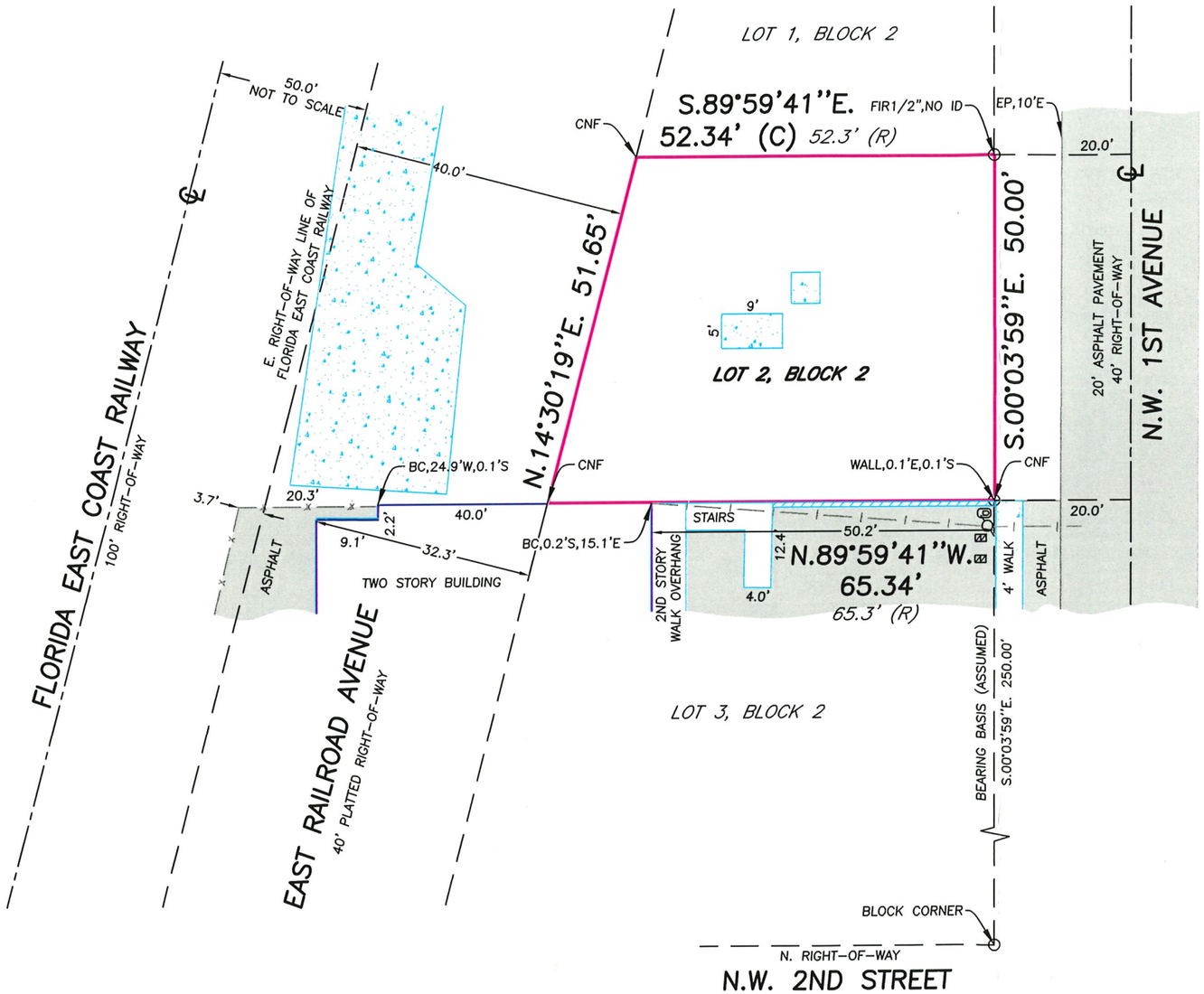
AC	AIR CONDITIONER
AE	ANCHOR EASEMENT
BC	BUILDING CORNER
BM	BENCHMARK
BW	BACK OF WALK
C	CALCULATED
CNF	CORNER NOT FOUND
DE	DRAINAGE EASEMENT
E/F	END/FENCE
EP	EDGE OF PAVEMENT
EW	EDGE OF WATER
F/C	FENCE/CORNER
FF	FINISH FLOOR
F/L	FENCE/LINE
FIP	FOUND IRON PIPE
FIR	FOUND IRON ROD
FN	FOUND NAIL
FN&D	FOUND NAIL & DISC
FN&T	FOUND NAIL & TAB
FP&L	FLORIDA POWER & LIGHT
GAR	GARAGE
GEN	GENERATOR
INSTR	INSTRUMENT
OP	OPEN PORCH
ORB	OFFICIAL RECORD BOOK
M	MEASURED
NTS	NOT TO SCALE
PB	PLAT BOOK
PC	POINT OF CURVATURE
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PG	PAGE
PRC	POINT OF REVERSE CURVE
PRM	PERMANENT REFERENCE MONUMENT
PT	POINT OF TANGENCY
R	RECORD
RAD	RADIAL
RW	RIGHT-OF-WAY
SN&D	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. LEGAL DESCRIPTION PROVIDED BY CLIENT OR PROPERTY APPRAISER WEBSITE.
3. THE LANDS SHOWN HEREON WERE NOT ABSTRACTED BY THIS OFFICE FOR EASEMENTS, RIGHT-OF-WAYS, OWNERSHIP OR OTHER INSTRUMENTS OF RECORD.
4. UNDERGROUND OR INTERIOR PORTIONS OF FOOTINGS, FOUNDATIONS, WALLS OR OTHER NON-VISIBLE IMPROVEMENTS WERE NOT LOCATED.
5. ELEVATIONS ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 UNLESS OTHERWISE INDICATED ON SKETCH.
6. FLOOR ELEVATION OBTAINED FROM MAIN ENTRY WAY OF STRUCTURE 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 SCALED POSITIONS.
9. THE DIMENSIONS AND DIRECTIONS SHOWN HEREON ARE IN SUBSTANTIAL AGREEMENT WITH RECORD VALUES UNLESS OTHERWISE NOTED.
10. Pparty WALLS ARE CENTERED ON PROPERTY LINE AND ARE 0.7' WIDE UNLESS OTHERWISE NOTED.
11. EXISTING CORNERS FOUND OFFSETS WITNESS PROPERTY CORNERS
12. OBSTRUCTED CORNERS ARE WITNESSED BY IMPROVEMENTS.
13. NO ATTEMPT WAS MADE TO LOCATE WRITTEN OR UNWRITTEN EASEMENTS OR RIGHTS-OF-WAY, OTHER THEN 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



20 0 20 40 60

Scale 1" = 20'

LEGAL DESCRIPTION
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CERTIFIED TO:
SUNDAY AND CHERI'S LLC

PROPERTY ADDRESS
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DANIA BEACH, FL 33004

BOUNDARY SURVEY
INVOICE # 41689U
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- WATER METER
- FIRE HYDRANT
- CABLE BOX
- ELECTRIC SERVICE
- POOL EQUIPMENT
- POWER/LIGHT POLE
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Turner Planning Solutions

thuy@turnerplanningsolutions.com
62 Wimbledon Lake Drive
Plantation, FL 33324

P 954.610.1633

August 7, 2025

RE: Scotland Electric (213-225 NW 1 AVE) – Request to Vacate Adjacent Right-of-Way

Dear Sir or Madam:

This is a notification of a request to vacate the public right-of-way adjacent to the property located at 213-225 NW 1st Ave, Dania Beach, FL 33004, also known as Scotland Electric Supply, Inc. The right-of-way runs northeast along the west side of the property. A portion of the existing building is currently encroaching into the right-of-way which was permitted and built many years ago.

Scotland Electric Supply, Inc. is a long-time business in the city and a part of the community. This application will provide the owners with full legal access to the building and property.



If you have any questions or concerns about this request, please email us by September 2, 2025 at thuy@turnerplanningsolutions.com.

Regards,

Thuy Turner, AICP, LEED AP BD+C
Owner's Representative
Sunday and Cheri's LLC

Law Offices
COKER & FEINER
1133 Southeasts 4th Andrews Avenue
Fort Lauderdale, FL 33316-1119

Telephone: (954) 761-3636
Facsimile: (954) 761-1818

Richard G. Coker, Jr., P.A.
Rod A. Feiner
Kathryn R. Coker

rgcoker@coker-feiner.com
rafeiner@coker-feiner.com
krcoker@coker-feiner.com

October 8, 2025

Via US Mail/Certified Receipt Requested

FEC ROW, LLC
Attn: Real Estate Department
7150 Philips Highway
Jacksonville, FL 32256

Re: Request for Vacation of Right-of-Way, City of Dania Beach

To Whom It May Concern:

Please be advised that we represent Sunday Scura Jr. Mr. Scura owns the property which has an address of 213-217 NW 1st Ave., Dania Beach, FL. To the west of his property is right-of-way. East Coast Railway owns the property to the west of the right-of-way. An aerial which depicts both Mr. Scura's property, the right-of-way and the Florida East Coast Railway property is attached.

Mr. Scura has filed a request with the City of Dania Beach to vacate the right-of-way that is adjacent to his property. The City has requested that we send you specific written notice of the pending application and that you respond with a notarized letter indicating support or opposition to this request. There is a section at the bottom on this letter which will enable you to respond with your support or opposition or you can send a separate, notarized, written response.

PLEASE BE ADVISED THAT IF YOU DO NOT SEND A WRITTEN RESPONSE TO THIS LETTER WITHIN THIRTY (30) DAYS OF YOUR RECEIPT OF THIS LETTER THEN THE PETITION TO VACATE WILL BE SET FOR HEARING BEFORE THE DANIA BEACH CIT YCOMMISION AND IT WILL BE PRESUMED THAT FLORIDA EAST COAST RAILWAY HAS NO OBJECTIONS TO THE VACATION REQUEST.

If you do have objections or questions with regard to the vacation request please send this completed letter and/or your objections or questions to the following:

Coker & Feiner
1133 Southeast 4th Ave.
Ft. Lauderdale, FL 33316
Attn: Rod A. Feiner, Esq.
E-mail: rafeiner@coker-feiner.com

City of Dania Beach
100 W Dania Beach Blvd
Dania Beach, FL 33004
Attn: Viviana Batista
E-mail: cbatista@daniabeachfl.gov

Thank you very much for your consideration of this item.

Sincerely,

Rod A. Feiner, Esq.
FOR THE FIRM

Response to Request

Florida East Coast Railway hereby:

_____ supports the application to vacate the right-of-way
_____ objects to the application to vacate the right-of-way

STATE OF _____:)
COUNTY OF _____:)

The foregoing instrument was acknowledged before me this __ day of _____, 2025, by means of ☐ physical presence or ☐ online notarization, by _____, as _____ of Florida East Coast Railway. Such person is __ personally known to me or ___ who has produced _____ as identification.

_____
Notary Public
Name:_____
Commission Expires:_____

NAME1	NAME2	ADD	CITY	STATE	ZIP	ZIP 4
121-141 NEHME PROPERTIES LLC		17800 SW 63 MNR	SOUTHWEST F	FL	33331	1600
126 NE 1ST AVE LLC		310 POLK STREET	HOLLYWOOD	FL	33019	
128 NW 5TH AVE LLC		15051 ROYAL OAKS LN #1806	NORTH MIAMI	FL	33181	
132 PARTNERS LLC		132 NE 1 AVE	DANIA BEACH	FL	33004	
141 DANIA LLC		19441 NE 19 AVE	MIAMI	FL	33179	
201 NE 1 CT LAND TRYL	INVESTORS LLC TRSTEE	2714 SW 55TH ST	FORT LAUDER	FL	33312	
203 NE 2ND AVE LLC		8001 NW 66 TER	PARKLAND	FL	33067	
21 NE 3RD STREET LLC		10974 SW 37 MNR	DAVIE	FL	33328	
2981 POMPANO LAND TR	LEVY,BENJAMIN TRSTEE	693 RACQUET CLUB #2	WESTON	FL	33326	1866
317 NW 5 AVENUE #A-B LAND TR	POSITIVE RATE INVESTMENTS LLC	30 N GOULD ST #N	SHERIDAN	WY	82801	
57 NE 2ND STREET LLC		18200 W DIXIE HWY	NORTH MIAMI I	FL	33160	
67-75 NORTH FEDERAL ASSOC LLC		67 N FEDERAL HWY	DANIA BEACH	FL	33004	
A & R PARTNERS LLC		3021 SW 186 TER	MIRAMAR	FL	33029	
ADALWIN LLC		1717 MAIN ST STE 2000	DALLAS	TX	75201	
ADAMS,JERRY		113 N FEDERAL HWY	DANIA BEACH	FL	33004	
AFFORDABLE ACCOUNTING & TAX SERVICES LLC		66 N FEDERAL HWY	DANIA BEACH	FL	33004	
ALAZZAWI,FURATBACSA,KATALIN		4054 NW 85 AVE	PEMBROKE PI	FL	33024	5026
ALL SPECIALISTS INC		8641 NW 44 CT	LAUDERHILL	FL	33351	6011
ALTUKHOV,OLEG & TATIANA		116 NW 6 AVE	DANIA BEACH	FL	33004	
B & JCM DANIA BEACH LLC		3805 NW 107 AVE STE 123	DORAL	FL	33173	
BATISTA,ALEJANDRO		39 NE 3 ST #1-2	DANIA BEACH	FL	33004	2809
BESNER,HILDA TR		4240 GALT OCEAN DR #603	FORT LAUDER	FL	33308	
BINION,ERIC F		11370 NW 39 PL	SUNRISE	FL	33323	1157
BIZZLE,RONNIE D & JODY LEE		415 NW 3 PL	DANIA BEACH	FL	33004	
BLACK,LARRY J		2411 LAKE MIRAMAR WAY	MIRAMAR	FL	33025	
BLACK,TANESHA		2221 NW 34 AVE	LAUDERDALE I	FL	33311	
BOHADANAH,ELI		3950 SW 6 ST	FORT LAUDER	FL	33312	2632
BOUCHARD,PAIGE SANDRA		509 NW 3 TER	DANIA BEACH	FL	33004	
BROOKS,APRIL H/E	GOODMAN,LISA	206 NW 6 AVE	DANIA BEACH	FL	33004	2731
BROWN,CHRISTOPHER MICHAEL		3755 BEACHWOOD DR	DELRAY BEAC	FL	33445	
BRUMLEY,ORVILLE OSBOURNE		133 NW 6 AVE	DANIA BEACH	FL	33004	
BRYANT,JEFFREY &	WILCOX,MICHELLE	5201 SW 18 ST	PLANTATION	FL	33317	
BURGESS,HOWARD E EST		681 GENEVA PL	TAMPA	FL	33606	3923
BURGOS,JACOB		513 NW 3 PL	DANIA BEACH	FL	33004	
BUTLER,BERNICE	KNOWLES,CHRISTOPHER A ETAL	416 NW 3 TER	DANIA BEACH	FL	33004	
BUZIOS 1986 CORP		10185 COLLINS AVE #408	BAL HARBOUR	FL	33154	1606
CANEIRO,YUSLEYDIS		508 NW 3RD TER	DANIA BEACH	FL	33004	2718
CARR REAL ESTATE INC		4601 SHERIDAN ST #300	HOLLYWOOD	FL	33021	
CARR REAL ESTATE VENTURES LTD		602 SW 12 AVE	FORT LAUDER	FL	33312	
CARTER-PACE,RUTHINE V		PO BOX 762651	SAN ANTONIO	TX	78245	
CARTER,TERRY		34 NW 6 AVE APT 2	DANIA BEACH	FL	33004	
CD FLORIDA PROPERTIES LLC		1948 NW 74 AVE	HOLLYWOOD	FL	33024	
CELORRIO,JOSE GEY		920 SW 30 ST NW TER	PEMBROKE PI	FL	33024	
CHARLES,NADIA	KOFFI,MAGDALENE	600 NW 3 ST	DANIA BEACH	FL	33004	
CHEN,TONY	TAN,KAH KAH	3327 SHERIDA ST	HOLLYWOOD	FL	33021	
CHRISTINE M PROST REV LIV	TR DANIELLE AGUIAR REV LIV TR	PO BOX 290484	DAVIE	FL	33329	0484
CHUDNOVSKI,GAYANA	CHUDNOVSKI,OLEG	121 NE 1 CT	FORT LAUDER	FL	33004	
CIEZADLO,NANCY ANN		63 N FEDERAL HWY	DANIA BEACH	FL	33004	
CLASSICS ENTERPRISES LLC		118 NW PARK ST	DANIA BEACH	FL	33004	2828
CODREA, ANDREI V & REBECA D		109 NE 2 PL	DANIA BEACH	FL	33004	
COLLINS SUITE ENTERPRISES LLC		22 SW 5 AVE	DANIA BEACH	FL	33004	
COMERLAT HOSPITALITY 1 LLC		20801 BISCAYNE BLVD STE 403	AVENTURA	FL	33180	
CONTI,HARRY A JR & BARBARA ANN		126 NE 1 CT	DANIA BEACH	FL	33004	2817
COOK,DOUGLAS JR		225 NW 5 AVE	DANIA BEACH	FL	33004	2726
COOPER,D L EST BROWN	GREEN,ELNORA EST	234 NW 5 AVE	DANIA BEACH	FL	33004	2727
COSAC HOMELESS	ASSISTANCE CENTER INC	2101 SW 136 AVENUE	DAVIE	FL	33325	
COVRE,MARGARET ANTONIAVAN	ARSDALE,CAROL LYNN	249 GLENEAGLES DR	ATLANTIS	FL	33462	
COZY COVE MARINA INC		300 N FEDERAL HWY	DANIA BEACH	FL	33004	
CRISTAFARO,VINNIE H/E	CRISTAFARO,LAMESHA	214 NE 1 CT	DANIA BEACH	FL	33004	
CURRY,ROSALIND	KEISHA ROBINSON EST ETAL	235 NW 6 AVE	DANIA BEACH	FL	33004	
DAISE,RODERICK D & BETTY J		1006 NW 2 ST	DANIA BEACH	FL	33004	2771
DANIA BEACH ENTERPRISES LLC		3801 NORTH PARK ROAD	HOLLYWOOD	FL	33021	1903
DANIA BEACH HOSPITALITY GROUP LLC		1955 HARRISON ST #200	HOLLYWOOD	FL	33020	
DANIA PHOENIX CORP		3815 S LAKE DR	BOYNTON BEA	FL	33435	
DANIA PLAZA INC		PO BOX 1814	DANIA BEACH	FL	33004	1814
DANIA WAREHOUSE 110 LLC		4191 PARK VIEW DR	HOLLYWOOD	FL	33021	
DANIEL L CHOLAK TR		3111 N OCEAN DR #403	HOLLYWOOD	FL	33019	
DANNY 1712 LLC		8737 NW 39 ST	HOLLYWOOD	FL	33024	8740
DARLING,TAURA H/E	KEEL,HELEN EST ETAL	514 NW 3 STREET	DANIA BEACH	FL	33004	
DE LEON,EDGARDO ARIEL		501 E DANIA BEACH BLVD #1L	DANIA BEACH	FL	33004	
DECOTA GROUP		201 NE 2 CT	DANIA BEACH	FL	33004	

DEUTSCHE BANK NATL TR CO	TRSTEE%SELECT PORTFOLIO SERVICING	3217 S DECKER LAKE DR	SALT LAKE CIT	UT	84119	
DIANNE CULTON MCCORMICK IRREV	TR%EVELYN TORRES	PO BOX 180874	CORONADO	CA	92178	
DISMAS CHARITIES INC		2500 SEVENTH ST RD	LOUISVILLE	KY	40208	
DM RENTAL DENIA INC		1548 NE 110 ST	MIAMI	FL	33161	
DORCELY,HENRY	JOSE,LINDA	134 NW 7 AVE	DANIA BEACH	FL	33004	
DORCIN,JEAN G	JOSEPH,MIRLANDE	229 NW 6 AVE	DANIA BEACH	FL	33004	
DOWDELL,ARRIE L EST		213 NW 6 AVE	DANIA BEACH	FL	33004	2730
DRAX INVESTMENTS PROPERTIES III LLC		7320 GRIFFIN RD #217	DAVIE	FL	33314	
ETIENNE,NADEGE	JOSEPH,RENEL	117 NW 5 AVE	DANIA BEACH	FL	33004	
EWERS,CARLA		228 NW 5 AVE	DANIA BEACH	FL	33004	
F & P APARTMENTS LLC		167 N FEDERAL HWY	DANIA BEACH	FL	33004	
FALLAD,JORGE M &	VELEZ,MARIA A	102 N FEDERAL HWY	DANIA BEACH	FL	33004	2804
FANUDIO LLC		2875 NE 191 ST SUITE 801	AVENTURA	FL	33180	
FEDD-YOUNG,MELINDA	ANN YOUNG,RICKIE	225 NW 7 AVE	DANIA BEACH	FL	33004	
FELIGNA CORP		2069 NE 123 ST	NORTH MIAMI	FL	33181	
FEQUIERE,DAVOUSTSAINT	CYR,DARNA S GUETSHINA	515 NW 3 TER	DANIA BEACH	FL	33004	
FG REI LLC		1741 NW 106 AVE	PEMBROKE PI	FL	33026	
FINLEY,REGINA M	H/E GULLEY,KEITH	118 NE 2 PL	DANIA BEACH	FL	33004	2825
FLORIDA DEPT OF TRANSPORTATION	OFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDER	FL	33309	3421
FLORIDA EAST COAST RAILWAY LLC	ATTN: DANIELA BRANDENBURG	7150 PHILIPS HWY	JACKSONVILL	FL	32256	
JURISDICTION		PO BOX 62	DANIA BEACH	FL	33004	
FLORIDA POWER & LIGHT CO	ATTN: PROPERTY TAX - PSX/JB	700 UNIVERSE BLVD	JUNO BEACH	FL	33408	
FONTUS CAPITAL LLC%	BRAM PORTNOY	2426 MADISON ST	HOLLYWOOD	FL	33020	
FP USA DANIA LLC		31 SE 5 ST #CU-203	MIAMI	FL	33131	
FUENTES,PEDRO EST		114 NE 1 CT	DANIA BEACH	FL	33004	2817
GALEANO TIUSO,CAMILO	AROBELTO RODRIGUEZ,LICED Y	237 NW 7 AVE	DANIA BEACH	FL	33004	
GAO,YUNQING		5190 NW 165 ST UNIT D	MIAMI GARDEN	FL	33014	
GAO,YUNQING		19651 NE 22 AVE	MIAMI	FL	33180	
GARNETT REAL ESTATE HOLDINGS LLC		302 NW 1 ST	DANIA BEACH	FL	33004	2848
GEORGE,BERNARD & DENISE R		207 NW 7 AVE	DANIA BEACH	FL	33004	
GERTSENZON,MARINA EST		215 NW 4 AVE	DANIA BEACH	FL	33004	
GIBSON,CODY ANTHONY	SCOTT,MELISSA JANE	122 NE 1 CT	DANIA BEACH	FL	33004	
GIBSON,STINA S		225 NW 4 AVE	DANIA BEACH	FL	33004	2723
GOLDEN BEACH HOLDINGS INC		801 S UNIVERSITY DR STE A112	PLANTATION	FL	33324	
GOMEZ,GEISET SANCHEZ		129 NE 1 CT	DANIA BEACH	FL	33004	
GONZALEZ,FABIAN	323-325 NW 5 AVE LAND TR	325 NW 5 AVE	DANIA BEACH	FL	33004	
GOODINGS,TERRENCE H/E	GOODINGS-MORAIN,JOYCELYN	220 NW 7 AVE	DANIA BEACH	FL	33004	
GRAY,CHRISTINA SUSAN	M MICKETT REV TR ETAL	5623 SW 116 AVE	COOPER CITY	FL	33330	
GREAT HOME DEALS LLC		2101 S OCEAN DR #507	HOLLYWOOD	FL	33019	
GREATER MT ZION AME CHURCH INC		215 NW 5 AVE	DANIA BEACH	FL	33004	
H & C INTERNATIONAL TRADING LLC		8527 PINES BLVD #202	PEMBROKE PI	FL	33024	
HABAKA LLC		114 NE 2 PL	DANIA BEACH	FL	33004	
HARRIS,BRENDA		720 NW 3 ST	DANIA BEACH	FL	33004	2708
HARRIS,CHRISTY HOLLY		221 NW 7 AVE	DANIA BEACH	FL	33004	2732
HARRIS,MARK ROBERT		110 NE 2 PL	DANIA BEACH	FL	33004	2825
HAUPTMAN FAM TR	HAUPTMAN,GERTRUDE L TRSTEE ETAL	34 LESLIE MEWS	OCEAN PINES	MD	21811	
HE,XIAO XIA		242 S FEDERAL HWY	DANIA BEACH	FL	33004	
HELMAN,SYLVIE DIANE H/E	SYLVIE DIANE HELMAN REV LIV TR	113 NE 2 PL	DANIA BEACH	FL	33004	
HERSHEY,ELENA		1151 SW 156 AVE	PEMBROKE PI	FL	33027	
HILER BUFFALO LLC		75 COLUMBIA AVE	CEDARHURST	NY	11516	
HOLOCAUST DOCUMENTATION	AND EDUCATION CENTER INC	303 N FEDERAL HWY	DANIA BEACH	FL	33004	
HOLTZOPLE,HEATHER		202 NE 1 CT #1-2	DANIA BEACH	FL	33004	
HONE,EUNICE M ROBERT	E & EUNICE M HONE REV TR	102 NE 2 PL	DANIA BEACH	FL	33004	2825
HOWE,ROBERT WILLIAM	& HOWE,BARBARA	920 SW 21 CT	FORT LAUDER	FL	33315	2424
HULTGREN,RYAN T	MADRID,BRIANA	213 NE 2 AVE	DANIA BEACH	FL	33004	
HUNT,TERRANCE LAMONT	TRIBUE-HUNT,JANICE VALECIA	2836 SW 17 AVE	FORT LAUDER	FL	33315	
IDM INVESTMENT LLC		4750 SW 57 AVE	DAVIE	FL	33314	
IELC LAND TRMEDINA,A	& MEDINA,C TRSTEES	236 N FEDERAL HIGHWAY SUITE 101	DANIA BEACH	FL	33004	
INVESTMENTS KOPE LLC		2562 SE 14 ST	POMPANO BE	FL	33062	
ITZKOWITZ,FRANCINE		11658 SW SAILFISH ISLES WAY	PORT ST LUCI	FL	34987	5408
IV SONS LLC		3620 NE 17 AVE	OAKLAND PAR	FL	33334	
IVES,RANDOLPH JR H/E	IVES,IONE & RANDOLPH ETAL	217 NW 4 AVE	DANIA BEACH	FL	33004	
IZQUIERDO,ANTUAN	PREDA,ALEXANDRIA	106 NE 2 PL	DANIA BEACH	FL	33004	
J E R INVESTMENTS INC		215 N FEDERAL HWY	DANIA BEACH	FL	33004	2805
JACKSON,SHERISSA		200 NW 7 AVE	DANIA BEACH	FL	33004	
JAMES,CORAZON		1075 92 ST #401	MIAMI BEACH	FL	33154	
JAMROCK PROPERTIES &	INTERIOR DESIGN LLC	328 NE 2 CT	DANIA BEACH	FL	33004	
JB GONZAGA LLC		PO BOX 85194	HALLANDALE B	FL	33008	
JEAN-LOUIS,DAUDI		149 NW 6 AVE	DANIA BEACH	FL	33004	
JOHNSON,DEMETRIUS	JOHNSON,GEOTIS	126 NW 7 AVE	DANIA BEACH	FL	33004	
JONES,CORINTHIAN A		135 NW 6 AVE	DANIA BEACH	FL	33004	

JONES,M L JR & BARBARA H		PO BOX 357	DANIA BEACH	FL	33004	0357
JPRUIZ INVESTMENTS LLC		517 W 28 ST	HIALEAH	FL	33010	
JUDGE,RICHARD JR		121 NW 4 AVE	DANIA BEACH	FL	33004	
JULAKANTI,VENKAT	REDDYMATHA,NIRMALA ETAL	6477 N ANISE CT	DAVIE	FL	33314	
KINGFISHER IRREV TR		3389 SHERIDAN ST #312	HOLLYWOOD	FL	33021	
KNIGHT,BERNARD EISLEY		125 NW 5 AVE	DANIA BEACH	FL	33004	
LAGUERRE,LUMENE DABEL	H/E LAGUERRE,JHIMY	505 NW 3 ST #1-2	DANIA BEACH	FL	33004	
LANG RENTALS LLC		514 S 24 AVE #D	HOLLYWOOD	FL	33020	
LARA,MARIO J GARCIA	MCDANIEL,EDDIANY A	118 NE 1 CT	DANIA BEACH	FL	33004	2817
LAROSA,JOSEPH MICHAEL		229 NW 4 AVE # 1	DANIA BEACH	FL	33004	2723
LEWIS,DOROTHY		56 CHAPMAN LANE	GALES FERRY	CT	06335	
LILLIE PARRISH TR	JACKSON,CASTELLA PARRISH TRSTEE	2413 RALEIGH ST	HOLLYWOOD	FL	33020	1611
LME PROPERTY HOLDINGS LLC		301 W HALLANDALE BEACH BLVD	HALLANDALE B	FL	33009	
LOPEZ,JOHANNA	BROUILLETTE,KENNETH	195 NE 2 ST	DANIA BEACH	FL	33004	2824
LOUIS,MIDRENNE H/E	AUGUSTE,MARC ARTHUR	129 NW 6 AVE	DANIA BEACH	FL	33004	
LOUIS,NELXI H/E	LOUIS,ERMANISE	125 NW 6 AVE	DANIA BEACH	FL	33004	
LUCKEYS MOTEL INC		20 S FEDERAL HWY	FORT LAUDER	FL	33301	
MANCUSI,JOSEPH A		214 NE 2 PL	DANIA BEACH	FL	33004	4816
MANCUSI,MICHAEL		1525 SE 15 ST APT 24	FORT LAUDER	FL	33316	2736
MAY,MICHAEL MARK		125 NE 1 CT	DANIA BEACH	FL	33004	
MC CLAM,TONY L		505 NW 3 TER	DANIA BEACH	FL	33004	
MCCRAY,WILLIE JOE		PO BOX 1121	DANIA BEACH	FL	33004	1121
MCCUTCHEON,JAMES & NAOMI S		517 NW 3 PL	DANIA BEACH	FL	33004	
MCCUTCHEON,NELSON		2709 NW 20 ST	FORT LAUDER	FL	33311	
MCDUFFIE,HOMER & LINDA		120 NW 6 AVE	DANIA BEACH	FL	33004	
MEGACYCLE TOO LLC		326 NE 2 CT	DANIA BEACH	FL	33004	
MIGNONE,ANITA		146-148 NE 1 AVE	DANIA BEACH	FL	33004	
MIRANJALI LLC		1500 SE 5 AVE	DANIA BEACH	FL	33004	
MISKELL,VINCENT & JANE R		235 NE 2 AVE	DANIA BEACH	FL	33004	4810
MONTOYA MUNOZ,NATACHA	OLIVA,KIANA	134 S 12 AVE	MOUNT VERNO	NY	10550	
MORGAN,DAVID		240 NW 7 AVE	DANIA BEACH	FL	33004	
MORRIS,ALVA M H/E	BRUNO,LATRICE MERCEDES	241 NW 7 AVE	DANIA BEACH	FL	33004	
MUSCA,TANDINA C		134 NE 1 CT	DANIA BEACH	FL	33004	
NANDY INC		140 N FEDERAL HWY	DANIA BEACH	FL	33004	2804
NEW BHNV DANIA COMMERCIAL LLC		5430 SW 25 AVE	FORT LAUDER	FL	33312	
NEW BHNV DANIA COMMERCIAL LLC		PO BOX 1975	HALLANDALE B	FL	33008	
NEW LIFE 2014 LLC		12550 BISCAYNE BLVD STE 406	NORTH MIAMI	FL	33160	
NORTEI,EBENEZER		236 NW 5 AVE # 238	DANIA BEACH	FL	33004	2727
NUBY,DAVID SR EST%PAMELA GAINES		1911 SCARBROUGH DR	STONE MOUNT	GA	30088	3778
NUBY,RONALD DALE		417 OLD GRIFFIN RD	DANIA BEACH	FL	33004	2744
OPEN DOOR TO CHRIST INC		PO BOX 578	DANIA BEACH	FL	33004	0578
OTCHYCH,MARY ANN	OTCHYCH,ROMAN	210 SE 1 TER	DANIA BEACH	FL	33004	3704
OVERINGTON,KARL		1018 PINE BRANCH CT	WESTON	FL	33326	
PARKER,JAMES LEONARD II		608 NW 3 ST	DANIA BEACH	FL	33004	2706
PAUL,CHARLCINA		14211 GEORGIAN CIR APT 202	FORT MYERS	FL	33912	5623
PENSO,ANGELINA		209 NE 2 AVE	DANIA BEACH	FL	33004	
PEREZ,JOSE		238 NW 7 AVE	DANIA BEACH	FL	33004	
PEREZ,MAYELIN DEL CARMEN		511 NW 3 TER	DANIA BEACH	FL	33004	
PIERRE,WALDECK BERMANN,BERLANISE	& BRUCE,UNIVE	229 NW 7 AVE	DANIA BEACH	FL	33004	
POORAN,BUNASHIRE		2236 ELLIS AVE #2	BRONX	NY	10462	
RAMEY,JOEL C		246 NE 2 AVE	DANIA BEACH	FL	33004	4820
RATHAN,EILEEN	RATHAN,RON	98 71 ST	BROOKLYN	NY	11209	
REYES,MONICA B		3129 S OCEAN DR #107	HALLANDALE B	FL	33009	
RIGUERO,NELLY H/E MARTINEZ,RODRIGO	& RIGUERO,SHARON	505 NW 3 PL	DANIA BEACH	FL	33004	
RIOS,KIRA TIARE & LEINS		218 NW 7 AVE	DANIA BEACH	FL	33004	
RIVADENEIRA,JEAN PAUL	MONTALVO TORRES,RICARDO	226 NW 6 AVE	DANIA BEACH	FL	33004	
ROBERT MARKS & BARBARA MARKS	TRMARKS,BARBARA TRSTEE	925 S NORTHLAKE DR	HOLLYWOOD	FL	33019	
ROBERTSON,RAYGINIA		404 NW 3 ST	DANIA BEACH	FL	33004	2702
ROSARIO-ADDERLEY,NICOLE		146 NW 5 AVE	DANIA BEACH	FL	33004	
ROSE,CLERANCE		125 SE 2 CT	DANIA BEACH	FL	33004	
ROSENSTEEL FAM LIV TR		503 LAKESIDE CIR	SUNRISE	FL	33326	
RUANO,JENNIFER A		117 NE 1 CT	DANIA BEACH	FL	33004	
RUS'S PROPERTY LLC		7500 PEPPERTREE CIR N	DAVIE	FL	33314	
RYAN J TIMBERG REV TR	TIMBERG,RYAN J TRSTEE	1519 SW 18 AVE	FORT LAUDER	FL	33312	
RYAN,JOHN M		34 NW 1 AVE	DANIA BEACH	FL	33004	
RYDER NASH LLC		41 NE 1 AVE #1	DANIA BEACH	FL	33004	
RYDER NASH OFFICES LLC		1830 S OCEAN DR	HALLANDALE B	FL	33009	
S O S LAND CORP #3		345 N FEDERAL HWY	DANIA BEACH	FL	33004	
SAB2016 LLC		20200 W DIXIE HWY #1203	AVENTURA	FL	33180	
SALAZAR,MARIA		11110 S LAKEVIEW DR	PEMBROKE PI	FL	33026	
SCURA,SUNDAY JR		213 NW 1 AVE	DANIA BEACH	FL	33004	
SERAFINI VENTURES 2 LLC		1604 SE 10 ST	FORT LAUDER	FL	33316	

SF HOME BUYERS LLC		3101 N FEDERAL HWY STE 606	FORT LAUDER	FL	33306	
SFCLT DANIA I LLC		718 NE 2 AVE	FORT LAUDER	FL	33304	
SHIRD,SHADARYLL LEATRICE		236 NW 7 AVE E	DANIA BEACH	FL	33004	
SIGNORE,PETER ANTHONY III		210 NE 1 CT	DANIA BEACH	FL	33004	
SINGH,PARAMVIR		16074 NE 21 AVE	MIAMI	FL	33162	
SKYLAND PLAZA LLC		2734 POLK ST UNIT F	HOLLYWOOD	FL	33020	
SMITH,MERDEEN JEAN	STEWART,STEVE SEBASTIAN	141 NW 6 AVE	DANIA BEACH	FL	33004	
SMITH,RAYMOND FITZGERALD		2369 RALEIGH ST	HOLLYWOOD	FL	33020	1633
SMITH,TIERENEY K		514 NW 3 TER	DANIA BEACH	FL	33004	2718
SNELL,BERTHA EST		214 NW 7 AVE	DANIA BEACH	FL	33004	2733
SOTO,ROBERT	NATNAT,MICHAEL	324 MISSOURI ST	HOLLYWOOD	FL	33019	
SOUTH FLORIDA HAITIAN	EVANGELICAL BAPTIST CHURCH INC	PO BOX 816	DANIA BEACH	FL	33004	
ST JOSEPH WESLEYAN	METHODIST CHURCH	244 NW 5 AVE	DANIA BEACH	FL	33004	
ST RUTH MISSIONARY	BAPTIST CHURCH INC	PO BOX 698	DANIA BEACH	FL	33004	0698
SUNDAY AND CHERI'S LLC		10721 SW 57 PL	DAVIE	FL	33328	
SWEET VALENTINO LLC		1820 N CORPORATE LAKES BLVD #109	WESTON	FL	33326	
T&S 76 INVESTMENTS LLC		5640 SW 188 AVE	SOUTHWEST F	FL	33332	
TALIAFERRO,SHIRLEY K H/D	JOHNSON,BARBARA EST	210 NW 6 AVE	DANIA BEACH	FL	33004	
TAYLOR,DAVID		3388 NW 22 ST	LAUDERDALE I	FL	33311	
TEMBUK LLC		PO BOX 1720	DANIA BEACH	FL	33004	
THOMAS,AHMAD & ANGEL WARD		246 NW 7 AVE	DANIA BEACH	FL	33004	
TIBREWALA,DEBORAH	TIBREWALA,RAVI SHANKAR	133 NE 2 AVE	DANIA BEACH	FL	33004	4808
TIITF/STATE OF FLORIDA	FORMER MURPHY ACT LAND	DNR DOUGLAS BLDG	TALLAHASSEE	FL	32399	
TISDALE,GEORGE		2316 CODY ST	HOLLYWOOD	FL	33020	1424
TO AND SONS LLC		100 BELMONT LN	NORTH LAUDE	FL	33068	
TORRES FONTANEZ,ARTURO		413 NW 3 TER	DANIA BEACH	FL	33004	
TORRES,HUMBERTO MISAEL	H/E CRUZ,ALEXANDRA H/E ETAL	239 NW 6 AVE	DANIA BEACH	FL	33004	
TREVI CAPITAL LLC		1400 SW 82 TER	NORTH LAUDE	FL	33068	
TRUSLERI LLC		5201 RAVENSWOOD RD STE 114	FORT LAUDER	FL	33312	
VETTORI LLC		38 NE 1 AVE	DANIA BEACH	FL	33004	
VILLAR,MIGUEL & SHANNON G		230 NE 2 AVE #1-2	DANIA BEACH	FL	33004	
VINCENT & ANGELA CANOSA REV TR	CANOSA,VINCENT & ANGELA TRSTEES	4016 N OCEAN DR	HOLLYWOOD	FL	33019	3905
WAKELAND,PATRICK A		509 NW 3 PL	DANIA BEACH	FL	33004	
WILKE,DAVID L	H/E HIKIN,RUTH	113 NE 1 CT	DANIA BEACH	FL	33004	
WILLIAMS,CARLA		230 NW 7 AVE	DANIA BEACH	FL	33004	
WILLIAMS,TAMMIE L		221 NW 4 AVE	DANIA BEACH	FL	33004	
WINDSOR,CLEMENTE & RADIAH		410 NW 3 TER	DANIA BEACH	FL	33004	
WONG,ANGIE YUK NGAN		601 NW 3 TER	DANIA BEACH	FL	33004	
YALE PROPERTIES DEVELOPMENT LLC		2960 NE 207 ST UNIT 913	MIAMI	FL	33180	1453
ZAMBRANO,HUGO		5741 FREEDOM ST	HOLLYWOOD	FL	33021	

Order ID: 7919668

* Agency Commission not included

GROSS PRICE * : **$307.50**

PACKAGE NAME: SSC_Notice of Public Meeting

Product(s): Sun Sentinel, Affidavit, Floridapublicnotices.com, Classified.ss.com_Legal
AdSize(s): 2 Column
Run Date(s): Wednesday, January 21, 2026
Zone: Full Run
Color Spec. B/W

Preview

NOTICE OF PUBLIC HEARING
CITY OF DANIA BEACH, FLORIDA

A Public Hearing will be conducted by the City of Dania Beach City Commission on the following date to consider the following application:

DATE: Tuesday, February 10, 2026
TIME: 7:00 p.m. or as soon thereafter as the same may be heard
PLACE: City Commission Chambers
Dania Beach City Hall
100 West Dania Beach Blvd.
Dania Beach, FL 33004

SUBJECT: VC-023-25/OT-035-24: The property owner, Sunday Scura, Jr., is requesting Waiver of Replat approval and to vacate a portion of the Right-of-Way lying west of the property located at 213-225 NW 1 Avenue. (Second Reading)

The following is the proposed Ordinance and Resolution of the matter:

VC-023-25:
AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, PURSUANT TO THE REQUIREMENTS OF SECTION 655-40 OF THE LAND DEVELOPMENT CODE (LDC) APPROVING THE RIGHT-OF-WAY(ROW) VACATION REQUEST (VC-023-25), WHICH RIGHT OF WAY IS GENERALLY DESCRIBED AS NW 3 AVE (FORMERLY EAST RAILWAY AVENUE BY THE PLAT) SUBMITTED BY THE APPLICANT/ADJACENT PROPERTY OWNER, SUNDAY SCURA JR, FOR THE ROW PROPERTY GENERALLY LOCATED BETWEEN THE FLORIDA EAST COAST RAILWAY AND APPLICANT'S PROPERTY WHICH ROW CONSISTS OF APPROXIMATELY 104 BY 40 FEET LYING WEST OF THE APPLICANTS' PROPERTY LOCATED AT 213-225 NW 1 AVENUE WITHIN THE CITY OF DANIA BEACH, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

OT-035-24:
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE REQUEST OF A WAIVER OF A REPLAT (OT-035-24) SUBMITTED BY THE PROPERTY OWNER, SUNDAY SCURA JR, FOR PROPERTY LOCATED AT 213-225 NW 1ST AVENUE, IN THE CITY OF DANIA BEACH, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.
Copies of the proposed requests or applicable information are available on line. For more information, please call the Planning Division at (954) 924-6805 Ext. 3704 and staff will direct you to the on-line project information.

Please be advised that if a person decides to appeal any decision made by Local Planning Agency, the Planning and Zoning Board or the City Commission with respect to any matter considered at this hearing, such person will need a verbatim record of the proceedings and for this purpose such person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to based. The City does not provide or prepare such record pursuant to F.S. 286.0105.

Order ID: 7919668

* Agency Commission not included

GROSS PRICE * : $307.50

PACKAGE NAME: SSC_Notice of Public Meeting

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 West Dania Beach Boulevard, Dania Beach, Florida 33004, (954) 924-6800 Ext. 3624, at least 48 hours prior to the meeting.

Application Information
Project: Vacation of Right-of-Way & Waiver of Replat
Application Site: 213-225 NW 1 Avenue
Request: To allow Waiver of Replat and a vacation of Right-of-Way lying west of the property.
Hearing Date & Time: February 10, 2026 at 7:00 PM
Hearing Location: City Commission Chambers, Dania Beach City Hall, 100 West Dania Beach Blvd
Contact Information: Claudia Viviana Batista, PZ Manager, 954-924-6805 Ext. 3654
1/21/2026 7919668

City of Dania Beach
Community Development Memorandum

DATE: 2/10/2026

TO: Mayor and Commissioners

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

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

SUBJECT: **TX-051-25:** The applicant, the City of Dania Beach, is requesting to allow fowl in residential zoning districts by amending the City's Land Development Code (First Reading).

Request:
TEXT AMENDMENT
To allow keeping fowl as an associated use in the residential zoning districts as a Special Exception use.

PUBLIC HEARING NOTICE
This item was duly advertised, posted and noticed pursuant to Article 610 of the Land Development Code (LDC).

Background:
The City of Dania Beach currently allows raising and keeping chickens as a permitted use in the Estate Zoning district, which limits the use to no more than Twenty-Five (25) birds and fowl with an enclosure a minimum of fifty feet (50') from any lot line. The Estate Zoning has a minimum lot size of one (1) acre. This proposed amendment will allow keeping fowl as an accessory use on single family property.

Staff Analysis
The Planning and Zoning Division staff reviewed the City's Comprehensive Plan to confirm conformance with the proposed amendment. This proposal is consistent with the following policy from the Future Land Use Element of the City's Comprehensive Plan:

Policy 1.1.9.2 All proposed development and future land uses shall be compatible with adjacent land uses.

The Planning and Zoning Division staff also researched how all municipalities in Broward County legislate fowl. Staff found the following:

- 4 municipalities allow conditional use that varies by city

    - Fort Lauderdale
    - West Park
    - Hollywood
    - Hillsboro Beach

- 4 municipalities permit with a fifty-foot (50') setback:
    - Pembroke Park
    - Miramar
    - SW Ranches
    - Wilton Manors

- 9 municipalities permit agricultural zoning on one acre
    - Coconut Creek
    - Cooper City
    - Coral Springs
    - Davie
    - Oakland Park
    - Parkland
    - Pembroke Pines
    - Plantation
    - Weston

- 13 municipalities do not permit fowl.
    - Deerfield Beach
    - Hallandale Beach
    - Lauderdale Lakes
    - Lauderdale by-the-Sea
    - Lauderhill
    - Lazy Lakes
    - Lighthouse Point
    - Margate
    - North Lauderdale
    - Pompano Beach
    - Sea Ranch Lakes
    - Sunrise
    - Tamarac

The amendment, proposed to the Planning and Zoning Board on January 21, 2026 allows the keeping of fowl in single family zoning districts as a Special Exception use which will require a public hearing and with the conditions which include:

- **Owner occupied residential property only**
- **Minimum lot size of 10,000 square feet**
- **Maximum of four hens**
- **Roosters are prohibited**

- **No commercial use – no selling eggs, meat or birds**
- **Coop restrictions on height, location, size, etc.**
- **Enclosure/run restrictions on height, location, size, etc.**
- **Maintenance/operation requirements**

The Planning and Zoning Board discussed the item and unanimously recommended a modified approval of the Text Amendment, changing the minimum lot size from 10,000 square feet to 6,000 square feet.

At the time the item was submitted to the Planning and Zoning Board, the Community Development Department continued researching national trends related to sustainability, urban agriculture, and small-scale food production. This broader review indicates a growing movement across the United States toward allowing residents to grow and harvest food for personal self-consumption, including the limited keeping of egg-laying hens. Many communities are reevaluating traditional zoning standards and modifying local codes to accommodate these emerging uses as part of long-term sustainability and resilience initiatives.

Nationally, municipalities have increasingly recognized backyard poultry keeping as a component of the broader sustainability and local food movement, which emphasizes healthier lifestyles, environmental stewardship, and household self-sufficiency. These efforts are often framed within urban agriculture policies that promote access to fresh, organic food, reduced dependence on large-scale food distribution systems, and increased awareness of sustainable living practices. As a result, cities of varying sizes and demographics have adopted regulatory frameworks that allow backyard hens under defined conditions, balancing neighborhood compatibility with environmental and quality-of-life considerations.

This evolving national context aligns with the City of Dania Beach Strategic Plan principle of "Our Hometown Feeling," which emphasizes community character, livability, and a strong connection between residents and their neighborhoods. Allowing limited, well-regulated self-consumption practices supports a traditional, hometown approach to living while fostering community engagement and personal well-being.

Additionally, this trend supports the City's Mission to operate in an "Environmentally Sound Manner." Encouraging responsible, small-scale food production can reduce environmental impacts associated with food transportation, promote organic and sustainable practices, and contribute to broader environmental goals. When paired with appropriate standards addressing sanitation, animal welfare, and neighborhood compatibility, such practices can be integrated into the City's land use framework in a manner consistent with both sustainability objectives and community values.

Based on this additional feedback and department research, staff is recommending the proposed amendment to allow the keeping of fowl in single family zoning districts with a minimum lot size of 6,000 square feet with the conditions listed above. Code Compliance will be responsible for investigating and addressing any complaints related to noise or odor in accordance with the provisions outlined in the attached ordinance.

This application requires two (2) public hearings by the City Commission.

Planning and Zoning Board Action

On January 21, 2026, the Planning and Zoning Board recommended a modified approval of the

Text Amendment, changing the minimum lot size from 10,000 square feet to 6,000 square feet. The Board recommendation was unanimous.

Budgetary Impact
None

Recommendation
Staff Recommendation
Based on staff analysis, the Community Development Department is requesting the City Commission recommend approval of this ordinance on first reading.

ORDINANCE NO. 2026-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 28, ENTITLED "LAND DEVELOPMENT CODE", PART 1 ENTITLED "USE REGULATIONS," AT ARTICLE 105, ENTITLED "USE REGULATIONS FOR RESIDENTIAL AND OPEN SPACE ZONING DISTRICTS" AT SECTION 105-20 TO AMEND THE USE SCHEDULE TO INCLUDE FOWL WITHIN CERTAIN DISTRICT REGULATIONS; AND CREATING SECTION 105-270 ENTITLED "FOWL" TO CREATE MAINTENANCE AND ENFORCEMENT REGULATIONS RELATING TO HOUSING OF FOWL; AND AMENDING PART 7, ENTITLED CODE ADMINISTRATION; ARTICLE 725, ENTITLED "DEFINITIONS", AT SECTION 725-30 ENTITLED "TERMS DEFINED" TO PROVIDE DEFINITIONS RELATING TO FOWL; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; CODIFICATION; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City desires to amend the City's Land Development Code, Chapter 28, at Section 105-20, entitled "List of residential and open space districts permitted, special exception and prohibited use" to include the "fowl" use in certain residential districts; and

WHEREAS, to create section 105-270 entitled "Fowl" to provide for a maintenance and enforcement regulations relating to the "fowl" use; and

WHEREAS, Part 7, entitled Code Administration; Article 725, entitled "Definitions", at section 725-30 entitled "terms defined" is proposed to be amended to include definitions relating to fowl; and

WHEREAS, the Planning & Zoning Board held a public hearing relating to the proposed ordinance and recommended approval of the ordinance; and

WHEREAS, the City has scheduled and has held two public hearings on the proposed text amendment; and

WHEREAS, the City Commission finds that the ordinance amendment is reasonably related to the health, safety, and general welfare of the residents of the City, and furthers the purpose, goals, objectives and policies of the City of Dania Beach Comprehensive Plan ("Comprehensive Plan");

WHEREAS, the City Commission seeks to authorize this Pilot Program relating to fowl, and to review the program in one year's time.

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

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

Section 2. That Chapter 28, entitled "Land Development Code", " Part 1 entitled "Use regulations," Article 105, entitled "Use regulations for residential and open space zoning districts" at section 105-20, entitled "List of residential and open space districts permitted, special exception and prohibited uses: to be amended as follows:

* * *

CHAPTER 28

LAND DEVELOPMENT CODE

PART 1 USE REGULATIONS

* * *

ARTICLE 105

USE REGULATIONS FOR RESIDENTIAL AND OPEN SPACE ZONING DISTRICTS

* * *

Sec. 105-20. List of residential and open space districts permitted, special exception and prohibited uses.

Legend P - Permitted P(#) - Permitted subject to numbered footnote A - Permitted accessory use only SE - Permitted special exception use only NP - Not permitted **USES**	Estate	RS-18000, RS-12000	RS-8000, RS-6000	RD-8000	NBHD-RES	RM	RM-1	RM-2	PRD-1 (see section 105-220)	RMH	OS
***											
Farmer's market [subject to section 105-240]	NP	NP	NP	NP	P	NP	NP	NP	NP	NP	NP
Fowl [subject to section 105-270]	P	P	P	P	P	P	P	P	P	P	P
***											

* * *

Section 3. That Chapter 28, entitled "Land Development Code", Part 1 entitled "Use regulations," Article 105, entitled "Use regulations for residential and open space zoning districts" at section 105-270 is created as follows:

* * *

CHAPTER 28

LAND DEVELOPMENT CODE

PART 1 USE REGULATIONS

* * *

ARTICLE 105

USE REGULATIONS FOR RESIDENTIAL AND OPEN SPACE ZONING DISTRICTS

* * *

Section 105-270. – Fowl.

The following provisions shall apply to the keeping of fowl in those residential zoning districts where fowl is listed as a permitted use in Sec. 105-20.

(A) Occupancy: Property must be owner-occupied, or if rented, there must be written consent from the property owner.
(B) Minimum lot size of 6,000 square feet.
(C) Maximum Number of Hens: Up to four (4) hens per eligible property.
(D) Roosters: Keeping roosters is strictly prohibited.
(E) Use Limitation: Hens shall be kept for personal, non-commercial use only — the sale of eggs, meat, or birds is prohibited under this Ordinance.
(F) Coop Requirements:
    1. Coop must be structurally sound, weather-resistant, predator-proof, and properly ventilated.
    2. Maximum coop height: 8 feet.
    3. Maximum coop floor area: 100 square feet .
    4. Minimum setbacks: at least 10 feet from all property lines; at least 20 feet from any adjacent residential structure.
    5. Coop must provide adequate roosting, nesting, and shelter space for hens.
    6. Coop shall be screened from view from public streets to the maximum extent practicable through fencing, landscaping, or placement within the rear yard.
(G) Enclosure / Run Requirements:
    1. Enclosure must be securely fenced, predator-resistant, and attached or adjacent to coop.
    2. Combined coop + enclosure area must provide sufficient space for number of hens (e.g. at least 16–20 sq ft per hen).
    3. Coops and enclosures must be located in the rear yard only.
    4. Minimum setbacks: at least 10 feet from all property lines; at least 20 feet from any adjacent residential structure.

5. Enclosure must not be visible from public street — screened or placed out of view as practicable.
6. Maximum square footage is 100 square feet.
7. Hens must be confined to the coop or enclosed run at all times; free-ranging is prohibited.

(H) Maintenance / Operations.

Maintenance of the fowl must be as follows:

1. Feed must be stored in rodent-proof containers.
2. Waste (droppings, bedding, uneaten feed) must be removed regularly to prevent odors, flies, rodents, or other nuisances.
3. Coops and runs must be cleaned and maintained to prevent health hazards, foul odors, pests, or any condition that may interfere with the normal use and enjoyment of neighboring properties.
4. Hens must have access to food and clean water at all times.
5. On-site slaughter of hens is prohibited.
6. Any excessive noise, odor, unsanitary conditions, rodent infestation, wild-fowl contact, or any condition that constitutes a nuisance, as defined in Chapters 13 and 17 (Health and Sanitation and Offenses -Miscellaneous) of the City Code is prohibited.
7. Hens shall not be kept in any structure intended for human habitation (e.g. homes, garages).

(I) **Enforcement and Penalties**

1. Violations of this section are enforceable under Chapter 13, Chapter 17, and Chapter 162, Florida Statutes.
2. Each day a violation continues constitutes a separate offense.
3. Remedies include:
   a. Notices of violation;
   b. Civil fines;
   c. Suspension or revocation of use, after hearing, by the Special Magistrate;
   d. Any additional remedies available at law or equity.

Section 4. That Chapter 28, entitled "Land Development Code", Part 7, entitled Code Administration; Article 725, entitled "Definitions", at section 725-30 entitled "terms defined" is amended as follows:

Sec. 725-30. - Terms defined.

* * *

Coop. A secure, predator-resistant structure providing shelter, roosting space, and protection for hens.

* * *

Hen. A female chicken, kept for egg-laying or as a domestic fowl.

* * *

Rooster. A male chicken (explicitly prohibited under this Ordinance).

* * *

Run or Enclosure. A fenced outdoor area attached to the coop where hens may exercise, roost, and forage securely.

* * *

Section 5. That all ordinances or part of ordinances in conflict with the provisions of the Ordinance are repealed.

Section 6. 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 7. That it is the intention of the Mayor and City Commission of the City of Dania Beach review the effectiveness and necessity of this ordinance in one year's time.

Section 8. That this Ordinance shall be effective 10 days after passage on second reading.

PASSED on first reading on _____, 2026.

PASSED AND ADOPTED on second reading on _____ 2026.

First Reading:

Motion by: _____

Second by: _____

Second Reading:

Motion by: _____

Second by: _____

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

ATTEST:

_____ _____

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

_____

EVE A. BOUTSIS
CITY ATTORNEY

City of Dania Beach, 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)*

Date Rec'd: 12/11/2025

Petition No.: TX-051-25

THIS APPLICATION WILL NOT BE ACCEPTED UNTIL IT IS COMPLETE AND SUBMITTED WITH ALL NECESARRY 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: 100 W DANIA BEACH BLVD

Lot(s): _____ Block: _____ Subdivision: _____

Recorded Plat Name: _____

Folio Number(s): _____ Legal Description: _____

Applicant/Consultant/Legal Representative **(circle one)** CITY OF DANIA BEACH

Address of Applicant: 100 W DANIA BEACH BLVD

Business Telephone: _____ Home: _____ Fax: _____

E-mail address: _____

Name of Property Owner: CITY OF DANIA BEACH BLVD

Address of Property Owner: 100 W DANIA BEACH BLVD

Principal Member(s)/Responsible Party: _____

Business Telephone: _____ Home: _____ Fax: _____

Explanation of Request: ALLOW KEEPING FOWL AS AN ASSOCIATED USE IN THE RESIDENTIAL ZONING DISTRICT AS A SPECIAL EXCEPTION USE
*Please provide proposed **Plat Name** & **Criteria Statement** as required by the City's **Land Development Code.***

Prop. Net Acreage: _____ Gross Acreage: _____ Prop. Square Footage: _____

Existing Use: _____ Proposed Use: _____

Is property owned individually, by a corporation, association, or a joint venture? _____

AUTHORIZED REPRESENTATIVE

I/we are fully aware of the request being made to the City of Dania Beach. If I/We are unable to be present, I/we hereby authorize _____ (individual/firm) to represent me/us in all matters related to this application. I/we hereby acknowledge that the applicable fee was established to offset administrative costs and is not refundable.

I/we are fully aware that all approvals automatically expire within 12 months of City of Dania Beach Planning and Zoning Board or City Commission approval, or pursuant to the expiration timeframe listed in Part 6 of the Dania Beach Land Development Code.

STATE OF FLORIDA
COUNTY OF BROWARD
The foregoing instrument
Was acknowledged

By: _____
(Owner / Agent signature*)

BEFORE ME THIS 15th **DAY OF** December, **20** 25

By:

Eleanor Norena
(Print name of person acknowledging)

_____
(Joint owner signature if applicable)

Notary _____

(Signature of Notary Public – State of Florida**)**

IBEL LARIOS IBARGUEN
Notary Public - State of Florida
Commission # HH 665928
My Comm. Expires Apr 17, 2029
Bonded through National Notary Assn.

Personally known X **or Produced Identification** _____

Type of identification produced: _____ **or Drivers License** _____

***If joint ownership, both parties must sign. If partnership, corporation or association, an authorized officer must sign on behalf of the group. A notarized letter of authorization from the owner of record must accompany the application if an authorized agent signs for the owner(s).**

NO APPLICATION WILL BE AUTOMATICALLY SCHEDULED FOR A MEETING.

ALL APPLICATIONS MUST BE DETERMINED COMPLETE BY STAFF BEFORE PROCESSING OCCURS.

Order ID: 7919665

* Agency Commission not included

GROSS PRICE * : **$274.60**

PACKAGE NAME: SSC_Notice of Public Meeting

Product(s): Sun Sentinel, Affidavit, Floridapublicnotices.com, Classified.ss.com_Legal
AdSize(s): 2 Column
Run Date(s): Wednesday, January 21, 2026
Zone: Full Run
Color Spec. B/W

Preview

Order ID: 7919665

* Agency Commission not included

GROSS PRICE * : $274.60

PACKAGE NAME: SSC_Notice of Public Meeting

NOTICE OF PUBLIC HEARING
CITY OF DANIA BEACH, FLORIDA

A Public Hearing will be conducted by the City of Dania Beach City Commission on the following date to consider the following application:

DATE: Tuesday, February 10, 2026
TIME: 7:00 p.m. or as soon thereafter as the same may be heard
PLACE: City Commission Chambers
Dania Beach City Hall
100 West Dania Beach Blvd.
Dania Beach, FL 33004

SUBJECT: TX-051-25: The applicant, the City of Dania Beach, is requesting a text amendment to keep fowl as a Special Exception, Conditional use in residential zoning district by amending the City's Land Development Code (LDC). (First Reading)

The following is the proposed Ordinance of the matter:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 28, ENTITLED "LAND DEVELOPMENT CODE", PART 1 ENTITLED "USE REGULATIONS," AT ARTICLE 105, ENTITLED "USE REGULATIONS FOR RESIDENTIAL AND OPEN SPACE ZONING DISTRICTS" AT SECTION 105-20 TO AMEND THE USE SCHEDULE TO INCLUDE FOWL WITHIN CERTAIN DISTRICT REGULATIONS; AND CREATING SECTION 105-270 ENTITLED "FOWL" TO CREATE MAINTENANCE AND ENFORCEMENT REGULATIONS RELATING TO HOUSING OF FOWL; AND AMENDING PART 7, ENTITLED CODE ADMINISTRATION; ARTICLE 725, ENTITLED "DEFINITIONS", AT SECTION 725-30 ENTITLED "TERMS DEFINED" TO PROVIDE DEFINITIONS RELATING TO FOWL; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; CODIFICATION; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Copies of the proposed requests or applicable information are available online. For more information, please call the Planning Division at (954) 924-6805 Ext. 3654 and staff will direct you to the online project information.

Please be advised that if a person decides to appeal any decision made by Local Planning Agency, the Planning and Zoning Board or the City Commission with respect to any matter considered at this hearing, such person will need a verbatim record of the proceedings and for this purpose such person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to based. The City does not provide or prepare such record pursuant to F.S. 286.0105.

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 West Dania Beach Boulevard, Dania Beach, Florida 33004, (954) 924-6800 Ext. 3624, at least 48 hours prior to the meeting.

Application Information
Project: Text Amendments
Application Site: City Wide
Request: To keep fowl as a Special Exception, Conditional use in residential zoning district by amending the City's Land Development Code (LDC).
Hearing Date & Time: February 10, 2026 at 7:00 PM
Hearing Location: City Commission Chambers, Dania Beach City Hall, 100 West Dania Beach Blvd
Contact Information: Corinne Lajoie, Deputy Director, MURP, AICP, 954-924-6805 Ext. 3704
1/21/2026 7919665

City of Dania Beach
City Attorney Memorandum

DATE: 2/10/2026

TO: Mayor and Commissioners

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

VIA: Eve A. Boutsis, City Attorney

SUBJECT: Repealing City's Shopping Cart Ordinance to be consistent with state law

---

Request:
To repeal the City's shopping cart ordinance.

Background:
The City of Dania Beach adopted Ordinances 2001-026 and 2006-015, which required businesses utilizing shopping carts to provide for an on-site shopping cart system that would preclude removal of the carts from the property and would also impose enforcement measures against the business for violations of the City's ordinance. The Florida Legislature adopted Florida Statute 506.5131, which preempted localities from adopting or enforcing local legislation requiring a business owner to submit a prevention and retrieval plan for shopping carts and also precluded a municipality from imposing a monetary penalty for failing to submit such a plan.

The City Attorney for Davie sought clarification from the Florida Attorney General whether any shopping cart retention plan can be authorized under municipal law and was informed that the field is preempted to the state. In 2021, pursuant to City Ordinance No. 2021-02, the City repealed Ordinance 2006-15, which created Section 17-129, entitled "On-Site Shopping Cart Retention System – which repeal is required in order to be consistent with state law. Unfortunately, the City had also adopted in 2001, and amended in 2007, another shopping cart ordinance that addressed the same issues but was contained in Chapter 22, at Article V, entitled "General Regulations" at Section 22-96, entitled "Shopping Cart Retention And Retrieval", and which ordinance covers the same issues as were contained at Section 17-129, which was never repealed. To correct this oversite, the City administration is looking to repeal Section 22-96, to continue to be consistent with state law requirements and the state preemptions.

Budgetary Impact
N/A

Recommendation
To pass the Ordinance on First Reading

ORDINANCE NO. 2026-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, REPEALING CHAPTER 22 ENTITLED "STREETS AND SIDEWALKS", AT ARTICLE V, ENTITLED "GENERAL REGULATIONS" AT SECTION 22-96, ENTITLED "SHOPPING CART RETENTION AND RETRIEVAL", AS THE REGULATION OF SHOPPING CARTS HAS BEEN PREEMPTED BY THE STATE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dania Beach adopted Ordinances 2001-026 and 2006-015, which required businesses utilizing shopping carts to provide for an on-site shopping cart system that would preclude removal of the carts from the property and would also impose enforcement measures against the business for violations of the City's ordinance; and

WHEREAS, the Florida Legislature adopted Florida Statute 506.5131, which preempted localities from adopting or enforcing local legislation requiring a business owner to submit a prevention and retrieval plan for shopping carts and also precluded a municipality from imposing a monetary penalty for failing to submit such a plan; and

WHEREAS, the City Attorney for Davie sought clarification from the Florida Attorney General whether any shopping cart retention plan can be authorized under municipal law and was informed that the field is preempted to the state; and

WHEREAS, in 2021, pursuant to City Ordinance No. 2021-02, the City repealed Ordinance 2006-15, which created Section 17-129, entitled "On-Site Shopping Cart Retention System – Required, in order to be consistent with state law; and

WHEREAS, unfortunately, the City had adopted in 2001, and amended in 2007, another shopping cart ordinance that addressed the same issues but was contained in Chapter 22, at Article V, entitled "General Regulations" at Section 22-96, entitled "Shopping Cart Retention And Retrieval", and which ordinance covers the same issues as were contained at Section 17-129, which was never repealed; and

WHEREAS, to be consistent with state law this duplicate regulation found at Section 17-129 needs to be repealed.

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

Section 1. That Chapter 22 entitled "Streets And Sidewalks", at Article V, entitled "General Regulations" at Section 22-96, entitled "Shopping Cart Retention And Retrieval", of the City Code of Ordinances, is modified to read as follows:

* * *

CHAPTER 22
STREETS AND SIDEWALKS

* * *

ARTICLE V - GENERAL REGULATIONS

Sec. 22-96. ~~Shopping Cart Retention And Retrieval~~ Reserved

~~(1) *On-site retention of shopping carts.* All business establishments utilizing shopping carts or similar devices and having more than twenty (20) shopping carts or devices on site shall adopt and maintain a system to retain them within the property boundaries of the business, inclusive of parking areas. The business shall provide signs and post them in conspicuous locations within the business premises notifying customers of the retention system in place and the manner of operation of the system.~~

~~(2) *[Permitted retention systems.]* Permitted systems of retention shall include any one (1) of the following methods:~~

~~(a) Physical barriers, such as curbs or bollards, which are designed and constructed to restrict shopping carts to the front sidewalk or front portion of a business. Any such physical barrier shall not interfere with fire lanes or ways of access provided for disabled persons.~~

~~(b) Shopping carts equipped with a protruding vertical arm or similar device which operates to prohibit the cart from being removed from the interior of the business.~~

~~(c) A system, which may be mechanical in nature, requiring a monetary deposit to use a shopping cart. If a deposit system is used, it must provide for a monetary amount that would not deter use of the cart, but would encourage its return.~~

~~(d) Shopping carts equipped with a wheel-locking mechanism that is used in conjunction with an electronic barrier along the perimeter of the area in which shopping carts are allowed. The wheel-locking mechanism is designed to activate when the shopping cart crosses the electronic barrier.~~

~~(e) Similar systems or other plans approved by the city manager or designee, which would accomplish the intent of this law or, at a minimum, insure the periodic and prompt retrieval of shopping carts removed from a business establishment's property.~~

~~(3) *System required.* Each existing business establishment as described above is required to submit its proposed system to the city manager or designee within sixty (60) days after the effective date of this section. For any such business, such establishment must submit its proposal system before a business tax receipt is issued. The city manager or designee shall determine whether each business establishment's system is reasonably calculated to result in~~

~~on-site retention of the shopping carts or provide for the prompt retrieval of carts removed from business premises.~~

~~The city manager or designee shall consider whether the system or plan utilizes one (1) or more of the foregoing permitted methods and subsequently, in writing, approve, reject or require modification of a proposed system within sixty (60) days of the submittal date. If the system is approved, the proposed measures shall be implemented no later than sixty (60) days after approval. Following the approval of a system, a business establishment may subsequently file a written request with the city manager to amend or alter its system. The proposed amended system shall, however, be subject to the same review process as the original system.~~

~~If a business establishment's system is approved by the city manager and subsequently, the city manager determines that the business establishment's system or plan for retaining or retrieving its shopping carts is ineffective, the city manager may place the matter on the city commission agenda for review. The city manager shall provide the business establishment with at least ten (10) days' written notice of such hearing, accompanied by the city manager's written recommendation or report. After permitting the business establishment to be heard and after consideration of the matter, the city commission may require the business establishment to change or modify its system within a specified time. If not timely changed or modified, the failure to have an approved system or plan shall be deemed a violation of this section.~~

~~The business establishment may, within thirty (30) days of the city commission's decision, file a petition for judicial review of the decision by writ of certiorari directed to the Broward County Circuit Court.~~

~~(4) *Required procedures.* Each business establishment subject to this section shall:~~

~~(a) Post a minimum of two (2) signs, each of which shall be not less than one and one-half (1½) feet by three (3) feet in conspicuous places in the business establishment stating that it is a violation of this article to remove the business establishment's shopping carts from the business premises, including the parking area.~~

~~(b) Place the name, address and telephone number of the business establishment owning the shopping cart upon each shopping cart.~~

~~(5) *Violations and penalties.* Any business establishment failing to adopt or maintain an approved on-site shopping cart retention system or failing to timely submit a system for approval is in violation of this section of the Code. Any person, firm, or corporation violating the provisions of this section shall, upon conviction, be subject to the penalties provided in section 1-13 of this Code. Each separate day of violation constitutes a separate offense.~~

* * *

Section 2. If any section, clause, sentence, or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 3. That all ordinances or 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 be codified in the City's code of ordinances, Land Development Code by Municode.

Section 6. That this Ordinance shall be effective 10 days after passage on second reading.

PASSED on first reading on _____, 2026.

PASSED AND ADOPTED on second reading on _____ 2026.

First Reading:
Motion by: _____

Second by: _____

Second Reading:
Motion by: _____

Second by: _____

FINAL VOTE ON ADOPTION: Unanimous ____

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

SIGNATURES ON THE FOLLOWING PAGE

ATTEST:

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

APPROVED AS TO FORM AND CORRECTNESS:

_____
EVE A. BOUTSIS
CITY ATTORNEY

City of Dania Beach
Public Services Memorandum

DATE: 2/10/2026

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 / City Engineer

SUBJECT: **EXPENDITURE OF CITY FUNDS TO EXCEED $1,000,000.00 FOR THE MITIGATION OF LIFT STATION 4 - SECOND READING**

Request:
The Public Services Department (PSD) requests expenditure authorization of City funds that will exceed $1,000,000.00 dollars each for the mitigation of Lift Station 4.

Background:
On October 14, 2025, the City issued Invitation to Bid ITB No 25-025 for the Lift Station #04 Mitigation, including site demolition, structural upgrades, mechanical and electrical improvements, installation of a generator system, and associated site restoration, in accordance with the plans and specifications prepared by Kimley-Horn and Associates, Inc.

On November 14, 2025, and subsequently reviewed by the Engineer of Record and City staff for responsiveness, qualifications, and compliance with the bid documents.

The following firms submitted bids:

Respondent	Total Bid Amount
• Southern Underground Industries, Inc	$2,608,687.96
• Pabon Engineering Inc.	$2,974,500.00
• Intercounty Engineering Inc.	$3,944,944.00
• CMG Pipelines	$3,580,634.50

Following technical review, reference checks, and evaluation of bid responsiveness, Kimley-Horn and Associates, Inc. recommended award to Southern Underground Utilities as the most responsive and responsible bidder.

Budgetary Impact
Funding for this project will be appropriated from Sewer Account No. 402-35-29-535-63-10, Funded through an FDEP Grant (DEP Agreement No. 23FRP30).

Recommendation
It is recommended that the City Commission authorize the expenditure of City funds exceeding $1,000,000.00 dollars for the mitigation of Lift Station 4.

ORDINANCE NO. 2026-____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF CITY FUNDS EXCEEDING ONE MILLION DOLLARS ($1,000,000.00), TO FUND THE LIFT STATION 4 MITIGATION PROJECT; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 2, "Certain Expenditures" of Article 3, "Powers of the City", of the City Code of Ordinances, the City Commission must, by ordinance, approve any expenditures of City funds that exceed One Million Dollars ($1,000,000.00) after two (2) advertised public hearings of the ordinance; and

WHEREAS, the City of Dania Beach issued Invitation to Bid ("ITB") No. 25-025 for the Lift Station No. 4 Mitigation Project, which includes site demolition, structural upgrades, mechanical and electrical improvements, installation of a generator system, and associated site restoration, in accordance with the plans and specifications prepared by Kimley-Horn and Associates, Inc.; and

WHEREAS, the Public Services Department has recommended award of ITB No. 25-025 to Southern Underground Industries, Inc. as the most responsive and responsible bidder; and

WHEREAS, the base bid submitted by Southern Underground Industries, Inc. is $2,608,687.96, and including a ten percent (10%) contingency of $260,868.79, the total project cost is $2,869,556.75, which exceeds the $1,000,000.00 expenditure threshold; and

WHEREAS, funding for this project will be appropriated from Sewer Account No. 402-35-29-535-63-10, Funded through an FDEP Grant (DEP Agreement No. 23FRP30);

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

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

Section 2. That the proper City officials are authorized to expend more One Million Dollars ($1,000,000.00) in funding the Project.

Section 3. That funding for this Project shall be appropriated from the Sewer Fund and is funded through a Florida Department of Environmental Protection (FDEP) grant, DEP Agreement No. 23FRP30. The Project includes a Permitting and FPL Allowance of $25,000 as part of the bid.

Section 4. That all ordinances or part of ordinances in conflict with the provisions of the Ordinance are repealed.

Section 5. That it is the intention of the City Commission 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.

Section 6. That this Ordinance shall be effective immediately after passage on second reading.

PASSED on first reading on January 13, 2026.

PASSED AND ADOPTED on second reading on _____ 2026.

First Reading:
Motion by: Commissioner Rimoli

Second by: Commissioner Lewellen

Second Reading:
Motion by: _____

Second by: _____

FINAL VOTE ON ADOPTION: Unanimous ____

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

ATTEST:

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

APPROVED AS TO FORM AND CORRECTNESS:

_____
EVE A. BOUTSIS
CITY ATTORNEY

City of Dania Beach
Public Services Memorandum

DATE: 2/10/2026

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 / City Engineer

SUBJECT: **EXPENDITURE OF CITY FUNDS TO EXCEED $1,000,000.00 FOR THE MITIGATION OF LIFT STATION 6 - SECOND READING**

Request:
The Public Services Department (PSD) requests expenditure authorization of City funds that will exceed $1,000,000.00 dollars each for the mitigation of Lift Station 6.

Background:
On October 14, 2025, the City issued Invitation to Bid ITB No 25-026 for the Lift Station #06 Mitigation, including site demolition, structural upgrades, mechanical and electrical improvements, installation of a generator system, and associated site restoration, in accordance with the plans and specifications prepared by Kimley-Horn and Associates, Inc.

On November 14, 2025, and subsequently reviewed by the Engineer of Record and City staff for responsiveness, qualifications, and compliance with the bid documents.

The following firms submitted bids:

Respondent	Total Bid Amount
• Southern Underground Industries, Inc	$2,941,383.57
• Razorback LLC	$2,987,500.00
• Pabon Engineering Inc.	$4,400,000.00
• CMG Pipelines	$3,611,926.75
• Intercounty Engineering Inc.	$4,299,945.25

Following technical review, reference checks, and evaluation of bid responsiveness, Kimley-Horn and Associates, Inc. recommended award to Southern Underground Utilities as the most responsive and responsible bidder.

Budgetary Impact
Funding for this project will be appropriated from Sewer Account No. 402-35-29-535-63-10 and is funded through a Florida Department of Environmental Protection (FDEP) grant, DEP Agreement No. 24SRP26.

Recommendation
It is recommended that the City Commission authorize the expenditure of City funds exceeding $1,000,000.00 dollars for the mitigation of Lift Station 6.

ORDINANCE NO. 2026-____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF CITY FUNDS EXCEEDING ONE MILLION DOLLARS ($1,000,000.00), TO FUND THE LIFT STATION 6 MITIGATION PROJECT; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 2, "Certain Expenditures" of Article 3, "Powers of the City", of the City Code of Ordinances, the City Commission must, by ordinance, approve any expenditures of City funds that exceed One Million Dollars ($1,000,000.00) after two (2) advertised public hearings of the ordinance; and

WHEREAS, the City of Dania Beach issued Invitation to Bid ("ITB") No. 25-026 for the Lift Station No. 6 Mitigation Project, which includes site demolition, structural upgrades, mechanical and electrical improvements, installation of a generator system, and associated site restoration, in accordance with the plans and specifications prepared by Kimley-Horn and Associates, Inc.; and

WHEREAS, the Public Services Department has recommended award of ITB No. 25-026 to Southern Underground Industries, Inc. as the most responsive and responsible bidder; and

WHEREAS, the base bid submitted by Southern Underground Industries, Inc. is $2,941,383.57, and including a ten percent (10%) contingency of $294,138.35, the total project cost is $3,235,521.92, which exceeds the $1,000,000.00 expenditure threshold; and

WHEREAS, funding for this project will be appropriated from Sewer Account No. 402-35-29-535-63-10 and is funded through a Florida Department of Environmental Protection (FDEP) grant, DEP Agreement No. 24SRP26;

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

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

Section 2. That the proper City officials are authorized to expend more One Million Dollars ($1,000,000.00) in funding the Project.

Section 3. That funding for this Project shall be appropriated from Sewer Account No. 402-35-29-535-63-10 and is funded through a Florida Department of Environmental Protection (FDEP) grant, DEP Agreement No. 24SRP26. The Project includes a Permitting and FPL Allowance of $25,000 as part of the bid.

Section 4. That all ordinances or part of ordinances in conflict with the provisions of the Ordinance are repealed.

Section 5. That it is the intention of the City Commission 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.

Section 6. That this Ordinance shall be effective immediately after passage on second reading.

PASSED on first reading on January 13, 2026.

PASSED AND ADOPTED on second reading on _____ 2026.

First Reading:
Motion by: Commissioner Ryan

Second by: Commissioner Rimoli

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	____	____

SIGNATURES ON THE FOLLOWING PAGE

ATTEST:

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

APPROVED AS TO FORM AND CORRECTNESS:

_____
EVE A. BOUTSIS
CITY ATTORNEY

City of Dania Beach
Community Development Memorandum

DATE: 2/10/2026

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, MURP, AICP, Deputy Director
Claudia Viviana Batista, Planning & Zoning Manager

SUBJECT: **VC-023-25:** The property owner, Sunday Scura, Jr., is requesting to vacate a portion of the Right-of-Way lying west of the property located at 213-225 NW 1 Avenue. (Second reading)

Request:
VACATION RIGHT-OF-WAY
To vacate a Right-of-Way of 103.29 linear feet of NW 3rd Avenue, lying west of the property located at 213-225 NW 1st Avenue, in accordance with Article 655.

PROPERTY INFORMATION

EXISTING ZONING:	City Center (CC)
LAND USE DESIGNATION:	Regional Activity Center (RAC)
SITE ACREAGE:	0.1742-acre (6,197 SF) Net
EXISTING USE:	Commercial use
VIOLATIONS ON PROPERTY	No open violations on this property.

Background:
The applicant is proposing that the City vacate the full-width, 40-foot-wide strip of land that is an unimproved Right-of-Way (ROW) located west of the property for a total of approximately 103.29 linear feet. This section of ROW is currently utilized by the applicant as part of the existing building located at 213-225 NW 1st Avenue, which is currently located within the ROW.

When the section of the town was platted in 1890 under the plat "TOWN OF MODELO," the properties to the east of the ROW dedicated the entire section to become NW 3rd Avenue, also known in the plat as East Railroad Avenue. The entire section of the requested vacated ROW would be returned to the commercial property abutting east of the ROW.

According to the Broward County Public Appraiser Website, the existing building was built in 1973. Currently, the building encroaches 33 feet into the ROW. The purpose of the vacation is to legalize the building placement and establish a clean title.

Vacation of Right-of-Way:
The vacation process is identified in the City's Land Development Code (LDC) in Section 655-20. This Code provision requires the applicant to provide evidence of notification to all utilities (public and private) that may have an interest in the area to be vacated. Below is a list of all public utilities and the date each was notified of the vacation request by the applicant.

- Florida Power and Light - 9/3/2024
- AT&T – 9/3/2024
- Dania Public Services 9/3/2024
- Comcast- 9/5/2024
- Teco Peoples Gas - 9/3/2024

Public Services Department confirmed the ROW is not used for any utilities and will not be intended for any road use. The applicant and the city received an objection letter from the adjacent owner to the west opposing the vacation request, claiming they need the right-of-way and it is essential for the continued use, access, and maintenance of the property under the ownership or control of Florida East Coast (FEC).

Vacation Criteria:
Section 655 of the Land Development Code states, the City Commission shall hold its public hearing and, after consideration of the application, staff findings, and information representation at the public hearing. The City Commission may deny, approve, or approve with conditions that application for vacation, based upon its determination that the request meets the criteria identified in section 655-40, which are upon its determination that the request meets the criteria identified in section 655-40, which are identified below.

1. "Whether the vacation will adversely affect access to neighboring properties."

Applicant's Response: *The requested vacation will not adversely affect the neighboring properties. In this particular case, the right-of-way has not been utilized by the public or neighboring properties for over 20 years. In addition, portions of the right-of-way are not even paved. The right-of-way that is seeking to be vacated is not needed by the neighboring properties. All of the surrounding properties have alternative means of ingress/egress and access to their properties through NW 1st Ave. In fact, there has been a building within the right-of-way that has been sought to be vacated for over 20 years.*

Staff Analysis: *No existing access is currently provided from the subject Right-of-Way. City staff visited the site. There is a paved section of the ROW that leads to the back of the building.*

2. "Whether the subject right-of-way or easement is needed for any public purpose."

Applicant's *Response:* *The right-of-way is not needed for any public purpose. The right-of-way was established via plat in 1896. Since that time, the right-of-way has not been fully established. The right-of-way sought to be vacated is not fully paved or suitable for access. In addition, all of the adjacent properties have alternative means of ingress and egress. To the west of the subject right-of-way is an FEC railroad area and train track. There exists approximately thirty-five feet (35') of green space belonging to FEC between the actual tracks and the right-of-way, which is sought to be vacated. This means that FEC has sufficient space between the actual tracks and the right-of-way to establish a safe perimeter near the railway tracks, and it also gives FEC sufficient space to conduct operations in its already existing property. There is also means for*

FEC to access the green space through NW 2nd Avenue, such that FEC does not even need the right-of-way to access the green area between the tracks and its existing property boundary. All of this means that the right-of-way does not serve any public purpose.

Staff Analysis: *During the review process, staff identified pre-existing conditions that allow FEC access to the train track without any obstruction. Applicant provided a survey that identifies fifty feet (50') of right of way before the NW 3rd Ave ROW. City staff conducted an inspection of the site and identified that the area requested for vacation is occupied by the building. No overhead utilities were observed. Beyond the fence, there is enough clearance for the FEC to remain operating without obstruction.*

Comprehensive Plan
This application supports the City's Comprehensive Plan by furthering the following goal:

Future Land Use Element
Goal 1.1.22.1 In order to protect the transportation corridors identified on the Broward County Trafficways Plan, Dania Beach shall require that development setbacks from identified rights-of-way be provided when issuing development orders, while providing an administrative relief process to ensure such setback does not deny all beneficial use of the property proposed for development. (B.C. P. # 12.02.05)

Staff Analysis:
The proposed Vacation request has been reviewed by the City's Planning and Zoning Division. The predecessor in title of the property had dedicated the full amount of the right-of-way and is therefore entitled to receive the full land amount when vacated. This Vacation request will entitle the current property owner to receive the full extent of the right-of-way, allowing the established building that has been encroaching into an area for several years to remain.

Although the City and applicant have received an objection letter opposing the request, the Florida East Coast (FEC) operations have been occurring like normal, even though the building has been encroaching on the ROW for decades.

This application will require two (2) readings at a public hearing by the City Commission.

Previous Action:
Planning and Zoning Board
The Planning and Zoning Board met on December 17, 2025, and unanimously recommended that the City Commission approve the ordinance.

City Commission
On January 13, 2026, the City Commission approved this item on first reading.

Budgetary Impact
None.

Recommendation
Staff found that this application meets the requirements of Article 655 with respect to vacation of right-of-way, and the applicant has provided all necessary documentation for the vacation request. Therefore, based on the staff analysis above, the Community Development staff is recommending that the City Commission approve this ordinance on second and final reading.

ORDINANCE NO. 2026-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, PURSUANT TO THE REQUIREMENTS OF SECTION 655-40 OF THE LAND DEVELOPMENT CODE (LDC) APPROVING THE RIGHT-OF-WAY(ROW) VACATION REQUEST (VC-023-25), WHICH RIGHT OF WAY IS GENERALLY DESCRIBED AS NW 3 AVE (FORMERLY EAST RAILWAY AVENUE BY THE PLAT) SUBMITTED BY THE APPLICANT/ADJACENT PROPERTY OWNER, SUNDAY SCURA JR, FOR THE ROW PROPERTY GENERALLY LOCATED BETWEEN THE FLORIDA EAST COAST RAILWAY AND APPLICANT'S PROPERTY WHICH ROW CONSISTS OF APPROXIMATELY 104 BY 40 FEET LYING WEST OF THE APPLICANTS' PROPERTY LOCATED AT 213-217 NW 1 AVENUE WITHIN THE CITY OF DANIA BEACH, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 28, the Land Development Code (the "LDC") Part 6 "Development Review Procedures And Requirements," Article 655-40, "Vacations of Right-of-Way" of the City's Land Development Code (the "LDC"), the property owner of the property located at 213-217 NW 1 Ave, Dania Beach, Sunday Scura, Jr. (the "Applicant"), have applied to the City of Dania Beach (the "City") for approval the westernmost 154.94 feet of the 41.32 foot to vacate of right-of-way (VC-023-25) for the right-of-way located at NW 3rd Avenue (formerly the East Railroad Avenue) adjacent to Lots 2, 3 and 4, Block 2, TOWN OF MODEL, according to the Plat or Map thereof as recorded in Plat Book "B", Page 49 of the Public Records of Miami-Dade County, Florida, which is more fully described on the attached Exhibit "A" which is incorporated by this reference; and

WHEREAS, the proposed vacation is identified in Exhibit B, which is attached and incorporated into this Ordinance; and

WHEREAS, consistent with the requirements of Section 655-20 of the LDC, the Applicant sent a notification letter of the vacation process to the property owner abutting affected portions of the right-of-way, indicating they need to respond within 30 days for support or objection for the application. If no response is received, it will be presumed that Florida East Coast Railway has no objections to the vacation request; and

WHEREAS, the City Planning and Zoning Board, sitting as the Local Planning Agency, recommended that the City Commission approve the proposed right-of-way vacation is consistent with the requirements set forth in Section 655-40 at its duly advertised public hearing on October 15, 2025, meeting; and

WHEREAS, staff have confirmed that all utilities with a potential interest in the area have been notified and given the opportunity to object. No objections have been raised.

WHEREAS, LDC Section 655-40 states that the City Commission may vacate right-of-way based on its determination that the Applicant has demonstrated that the criteria identified in the City Code have been satisfied; 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 of fact; and

WHEREAS, the City Commission finds that granting the requested right-of-way vacation (VC-023-25) will not adversely affect access to neighboring properties and will not be detrimental to the public health, safety, and welfare; and

WHEREAS, the City Commission finds that NW 3rd Avenue is no longer needed as a road, and that it is in the best interest of the City to grant the request to vacate the right-of-way.

WHEREAS, the City Commission conducted two (2) duly noticed public hearings in accordance with Article 610 of the LDC.

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 pursuant to Chapter 28, entitled LDC, Part 6, entitled "Development Review Procedures and Requirements," Article 655, Vacations of Right-of-Way, the requested partial right-of-way Vacation (VC-023-25) as delineated in the attached Exhibit "A" is approved.

Section 3. That the associated Community Development, Planning & Zoning Division Staff Report prepared for the above application(s) is incorporated into this resolution as findings of fact.

Section 4. That if any clause, section, sentence, or phrase of this Ordinance is for any reason held unconstitutional or invalid by a competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

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

Section 6. That this Ordinance shall take effect ten (10) days after passage and adoption.

PASSED on first reading on _____, 2025.

PASSED AND ADOPTED on second reading 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 C. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

_____
EVE A. BOUTSIS
CITY ATTORNEY

EXHIBIT "A"

LEGAL DESCRIPTION

A PORTION OF LOT 1 AND ALL OF LOTS 2 AND 3, BLOCK 2, "SEMINOLE PARK SUBDIVISION", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 24, PAGE 32, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND THE SOUTH 287 FEET OF THE NORTH 322 FEET OF THE WEST 165 FEET OF THE EAST 1/2 OF LOT 4, BLOCK 2, SECTION 32, TOWNSHIP 50 SOUTH, RANGE 42 EAST, "PLAT OF SEC'S 28, 29, 31 AND 32", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 32, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 32; THENCE SOUTH 88°21'49" WEST ON THE NORTH LINE OF SAID NORTHWEST 1/4 OF SECTION 32 FOR 153.70 FEET TO A POINT ON THE EAST LINE OF THE WEST 165 FEET OF THE EAST 1/2 OF SAID LOT 4; THENCE SOUTH 01°08'07" EAST ON SAID EAST LINE 35.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF GRIFFIN ROAD (STATE ROAD NO. 818) AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 86015-2525, PAGE 12 OF 21, AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 01°08'07" EAST ON SAID EAST LINE 287.01 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 322 FEET OF SAID LOT 4; THENCE SOUTH 88°21'49" WEST ON SAID SOUTH LINE 165.01 FEET TO A POINT ON THE EAST LINE OF AFOREMENTIONED BLOCK 2, "SEMINOLE PARK SUBDIVISION", SAID LINE ALSO BEING THE WEST LINE OF THE EAST 1/2 OF SAID LOT 4; THENCE NORTH 01°08'07" WEST ON SAID EAST LINE 2.01 FEET TO THE SOUTHEAST CORNER OF AFOREMENTIONED LOT 3, BLOCK 2; THENCE SOUTH 88°21'49" WEST ON THE SOUTH LINE OF SAID LOT 3 FOR 129.86 FEET TO A POINT ON THE WEST LINE OF SAID BLOCK 2, ALSO BEING THE EAST RIGHT-OF-WAY LINE OF SOUTHWEST 28TH AVENUE; THENCE NORTH 00°55'52" WEST ON SAID WEST LINE AND SAID EAST RIGHT-OF-WAY LINE 255.38 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY; THENCE NORTHEASTERLY ON THE ARC OF SAID CURVE TO THE RIGHT, WITH A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 89°17'41" FOR AN ARC DISTANCE OF 46.75 FEET TO A POINT OF TANGENCY ON THE AFOREMENTIONED SOUTH RIGHT-OF-WAY LINE OF GRIFFIN ROAD (STATE ROAD NO. 818); THENCE NORTH 88°21'49" EAST ON SAID SOUTH RIGHT-OF-WAY LINE 264.21 FEET TO THE POINT OF BEGINNING.

SAID LAND SITUATE, LYING AND BEING IN THE CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA. CONTAINING 84,032 SQUARE FEET (1.9291 ACRES) MORE OR LESS.

DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

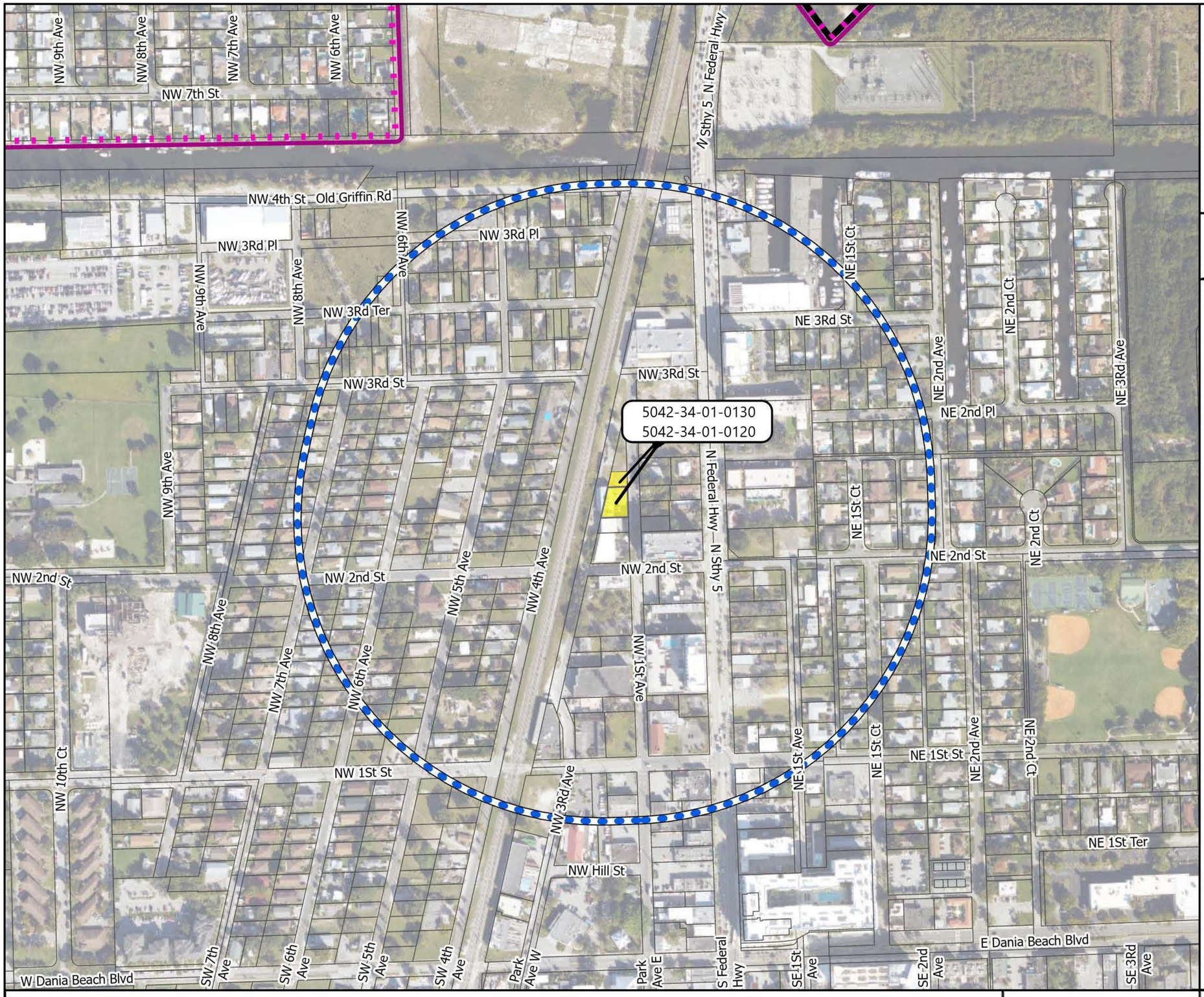
Location Map

APPLICATION:
VC-023-25
OT-035-25

FOLIO:
5042-34-01-0130
5042-34-01-0120

ADDRESS:
213-225 NW 1 Avenue

REQUEST:
Vacation of ROW
Waiver of Replat



Legend

- Dania Beach Boundary
- CRA Boundary
- Parcels
- Proposed Parcel
- 1,000 ft Buffer

N

Date: 7/8/2025

When Printed on 8 1/2" x 11"
1 inch equals 500 feet

0 250 500 750 Feet

Florida Technical Consultants

Order ID: 7910880

* Agency Commission not included

GROSS PRICE * : $269.90

PACKAGE NAME: SSC_Notice of Public Meeting

Order ID: 7910880

* Agency Commission not included

GROSS PRICE * : **$269.90**

PACKAGE NAME: SSC_Notice of Public Meeting

Product(s): Sun Sentinel, Affidavit, Floridapublicnotices.com, Classified.ss.com_Legal
AdSize(s): 2 Column
Run Date(s): Friday, December 26, 2025
Zone: Full Run
Color Spec. B/W

Preview

Order ID: 7910880

* Agency Commission not included

GROSS PRICE * : $269.90

PACKAGE NAME: SSC_Notice of Public Meeting

NOTICE OF PUBLIC HEARING
CITY OF DANIA BEACH, FLORIDA

A Public Hearing will be conducted by the City of Dania Beach City Commission on the following date to consider the following application:

DATE: Tuesday, January 13, 2026
TIME: 7:00 p.m. or as soon thereafter as the same may be heard
PLACE: City Commission Chambers
Dania Beach City Hall
100 West Dania Beach Blvd.
Dania Beach, FL 33004

SUBJECT: VC-023-25: The property owner, Sunday Scura, Jr., is requesting to vacate a portion of the Right-of-Way lying west of the property located at 213-225 NW 1 Avenue. (First Reading)

The following is the proposed Ordinance of the matter:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, PURSUANT TO THE REQUIREMENTS OF SECTION 655-40 OF THE LAND DEVELOPMENT CODE (LDC) APPROVING THE RIGHT-OF-WAY(ROW) VACATION REQUEST (VC-023-25), WHICH RIGHT OF WAY IS GENERALLY DESCRIBED AS NW 3 AVE (FORMERLY EAST RAILWAY AVENUE BY THE PLAT) SUBMITTED BY THE APPLICANT/ADJACENT PROPERTY OWNER, SUNDAY SCURA JR, FOR THE ROW PROPERTY GENERALLY LOCATED BETWEEN THE FLORIDA EAST COAST RAILWAY AND APPLICANT'S PROPERTY WHICH ROW CONSISTS OF APPROXIMATELY 104 BY 40 FEET LYING WEST OF THE APPLICANTS' PROPERTY LOCATED AT 213-225 NW 1 AVENUE WITHIN THE CITY OF DANIA BEACH, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Copies of the proposed requests or applicable information are available on line. For more information, please call the Planning Division at (954) 924-6805 Ext. 3704 and staff will direct you to the on-line project information.

Please be advised that if a person decides to appeal any decision made by Local Planning Agency, the Planning and Zoning Board or the City Commission with respect to any matter considered at this hearing, such person will need a verbatim record of the proceedings and for this purpose such person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to based. The City does not provide or prepare such record pursuant to F.S. 286.0105.

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 West Dania Beach Boulevard, Dania Beach, Florida 33004, (954) 924-6800 Ext. 3624, at least 48 hours prior to the meeting.

Application Information
Project: Vacation of Right-of-Way
Application Site: 213-225 NW 1 Avenue
Request: To allow a vacation of Right-of-Way lying west of the property.
Hearing Date & Time: January 13, 2026 at 7:00 PM
Hearing Location: City Commission Chambers, Dania Beach City Hall, 100 West Dania Beach Blvd
Contact Information: Claudia Viviana Batista, PZ Manager, 954-924-6805 Ext. 3654
12/26/2025 7910880

DANIA BEACH
SEE IT LIVE IT LOVE IT

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:** Vacation of Easement *(SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)*

RECEIVED JUN 26 2025

Date Rec'd: _____

Petition No.: VC-023-25

THIS APPLICATION WILL NOT BE ACCEPTED UNTIL IT IS COMPLETE AND SUBMITTED WITH ALL NECESARRY 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: 213-217 Northwest 1 Avenue, Dania Beach, Florida.

Lot(s): 2-4 Block: 2 Subdivision: Town of Modelo

Recorded Plat Name: Town of Modelo (Plat Book B, Page 49, BCPR)

Folio Number(s): 5042 34 01 0130 Legal Description: See attached alley survey.

Applicant/Consultant/Legal Representative **(circle one)** Thuy Turner, Manager of Turner Planning Solutions

Address of Applicant: Wimbledon Lake Drive, Plantation, FL 33324

Business Telephone: 954-610-1633 Home: N/A Fax: N/A

E-mail address: thuy@turnerplanningsolutions.com

Name of Property Owner: Sunday Scura, Jr.

Address of Property Owner: 213 Northwest 1 Avenue

Business Telephone: N/A Home: N/A Fax: N/A

Explanation of Request: ~~Waiver of Plat~~ to vacate ROW on Town of Modelo (PB B, PG 49). See attached narrative.
*Please provide proposed **Plat Name** & **Criteria Statement** as required by the City's **Land Development Code.***

Prop. Net Acreage: 7828 s.f. Gross Acreage: N/A Prop. Square Footage: 9130 s.f. (bldg)

Existing Use: Unimproved ROW Proposed Use: Private property

Is property owned individually, by a corporation, association, or a joint venture? Public ROW to the benefit of Dania Beach, Florida.

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 Thuy Turner, Turner Planning Solutions **(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: _____
(Owner / Agent signature*)

BEFORE ME THIS 26th **DAY OF** June **, 20** 25

By:

Thuy Turner
(Print name of person acknowledging)

_____
(Joint owner signature if applicable)

Notary _____
(Signature of Notary Public – State of Florida**)**

THUY TURNER
Notary Public - State of Florida
Commission # HH 322458
My Comm. Expires Oct 16, 2026

Personally known X **or Produced Identification** _____

Type of identification produced: _____ **or Drivers License** _____

***If joint ownership, both parties must sign. If partnership, corporation or association, an authorized officer must sign on behalf of the group. A notarized letter of authorization from the owner of record must accompany the application if an authorized agent signs for the owner(s).**

NO APPLICATION WILL BE AUTOMATICALLY SCHEDULED FOR A MEETING.

ALL APPLICATIONS MUST BE DETERMINED COMPLETE BY STAFF BEFORE PROCESSING OCCURS.

PAYMENT DATE
06/26/2025

COLLECTION STATION
City Hall Window 1

RECEIVED FROM
NARBLE

DESCRIPTION

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

BATCH NO.
2025-09001069

RECEIPT NO.
2025-00040732

CASHIER
fincashier1

ENTRY DATE
06/26/2025 01:16:33 PM

PAYMENT CODE	RECEIPT DESCRIPTION	TRANSACTION AMOUNT
PSP	Appl Review - Standard PUBLIC HEARING ITEMS APP FEE VACATION OF EASEMENT 213-217 NW 1 AVE	$3,500.00

Payments:

Type	Detail	Amount
Check	10298	$3,500.00

Total Amount: **$3,500.00**

Customer Copy

Turner Planning Solutions

thuy@turnerplanningsolutions.com
62 Wimbledon Lake Drive
Plantation, FL 33324
P 954.610.1633

September 3, 2024

AT&T
Attn: Liannet Diaz
715 N Federal Hwy
Hollywood, FL 33020
Via email and certified mail: ld044m@att.com

RE: Request for No Objection Letter Related to Vacate Public Right-of-Way in the City of Dania Beach

This letter is a formal request for a "No Objection" letter for the vacation of an unimproved right-of-way in the City of Dania Beach, Florida. The subject alley is located between the Florida East Cost railroad and Lots 2, 3, 4, Block 2, Town of Modelo (Miami-Dade plat), Plat Book B, Page 49, BCPR ("Alley"), more particularly described in the attached survey and aerial map. The Alley is a public right-of-way situated that is unimproved and has been used by the adjacent owners as a service road.

Reasons for Vacation:

- **Relief from liability issues**
  - Removes an unimproved ROW from the City's property inventory.
  - Adds additional taxable land area to the City's tax rolls.
- **Curing of encroachment**
  - Buildings and other structures have encroached onto the right-of-way and vacating the alley would allow adjacent landowners to establish clean title.

We find the vacation of the Alley will not adversely affect access to neighboring properties and the subject right-of-way is unimproved and not needed for any public purpose. I am available to answer any questions and provide further information.

Sincerely,

Thuy Turner, AICP, LEED AP BD+C

Attachments:

- Alley Survey
- Aerial Map

Turner Planning Solutions

thuy@turnerplanningsolutions.com
62 Wimbledon Lake Drive
Plantation, FL 33324
P 954.610.1633

September 3, 2024

Comcast South Florida Regional Construction
Attn: Maria Nunez
2501 Southwest 145 Avenue
Miramar, Florida 33027
Via email and certified mail: maria_nunez@comcast.com

RE: Request for No Objection Letter Related to Vacate Public Right-of-Way in the City of Dania Beach

This letter is a formal request for a "No Objection" letter for the vacation of an unimproved right-of-way in the City of Dania Beach, Florida. The subject alley is located between the Florida East Cost railroad and Lots 2, 3, 4, Block 2, Town of Modelo (Miami-Dade plat), Plat Book B, Page 49, BCPR ("Alley"), more particularly described in the attached survey and aerial map. The Alley is a public right-of-way situated that is unimproved and has been used by the adjacent owners as a service road.

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  - Buildings and other structures have encroached onto the right-of-way and vacating the alley would allow adjacent landowners to establish clean title.

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Sincerely,

Thuy Turner, AICP, LEED AP BD+C

Attachments:

- Alley Survey
- Aerial Map

Turner Planning Solutions

thuy@turnerplanningsolutions.com
62 Wimbledon Lake Drive
Plantation, FL 33324
P 954.610.1633

September 3, 2024

Florida Power & Light
Attn: Joshua Lopez/Nicholas Wiest
330 SW 12 Ave
Pompano Beach, FL 33069
Via email and certified mail: joshua.lopez@fpl.com; nicholas.wiest@fpl.com

RE: Request for No Objection Letter Related to Vacate Public Right-of-Way in the City of Dania Beach

This letter is a formal request for a "No Objection" letter for the vacation of an unimproved right-of-way in the City of Dania Beach, Florida. The subject alley is located between the Florida East Cost railroad and Lots 2, 3, 4, Block 2, Town of Modelo (Miami-Dade plat), Plat Book B, Page 49, BCPR ("Alley"), more particularly described in the attached survey and aerial map. The Alley is a public right-of-way situated that is unimproved and has been used by the adjacent owners as a service road.

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  - Removes an unimproved ROW from the City's property inventory.
  - Adds additional taxable land area to the City's tax rolls.
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Sincerely,

Thuy Turner, AICP, LEED AP BD+C

Attachments:

- Alley Survey
- Aerial Map

Turner Planning Solutions

thuy@turnerplanningsolutions.com
62 Wimbledon Lake Drive
Plantation, FL 33324
P 954.610.1633

September 3, 2024

TECO, Peoples Gas
Attn: Ily Gonzalez
15779 W. Dixie Hwy
North Miami Beach, FL 33162
Via email and certified mail: igonzalez@tecoenergy.com

RE: Request for No Objection Letter Related to Vacate Public Right-of-Way in the City of Dania Beach

This letter is a formal request for a "No Objection" letter for the vacation of an unimproved right-of-way in the City of Dania Beach, Florida. The subject alley is located between the Florida East Cost railroad and Lots 2, 3, 4, Block 2, Town of Modelo (Miami-Dade plat), Plat Book B, Page 49, BCPR ("Alley"), more particularly described in the attached survey and aerial map. The Alley is a public right-of-way situated that is unimproved and has been used by the adjacent owners as a service road.

Reasons for Vacation:

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  - Removes an unimproved ROW from the City's property inventory.
  - Adds additional taxable land area to the City's tax rolls.
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Sincerely,

Thuy Turner, AICP, LEED AP BD+C

Attachments:

- Alley Survey
- Aerial Map



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- Return Receipt (electronic) $
- Certified Mail Restricted Delivery $
- Adult Signature Required $
- Adult Signature Restricted Delivery $

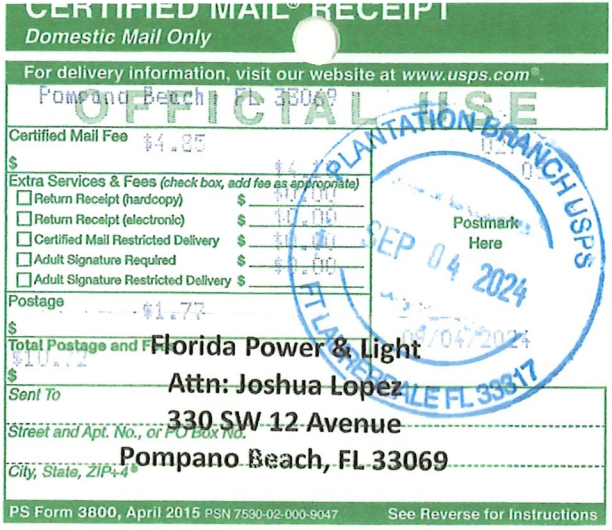
Postage $1.77
Total Postage and Fees $10.72

Sent To: AT&T
Attn: Liannet Diaz
Street and Apt. No., or PO Box No.: 715 N. Federal Hwy
City, State, ZIP+4®: Hollywood, FL 33020

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

OFFICIAL USE
PLANTATION BRANCH USPS
SEP 04 2024
FT LAUDERDALE FL 33317
Postmark Here

7022 0410 0000 9198 2135



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Certified Mail Fee $4.85
Extra Services & Fees (check box, add fee as appropriate)
- Return Receipt (hardcopy) $
- Return Receipt (electronic) $
- Certified Mail Restricted Delivery $
- Adult Signature Required $
- Adult Signature Restricted Delivery $

Postage $1.77
Total Postage and Fees $10.72

Sent To: Florida Power & Light
Attn: Joshua Lopez
Street and Apt. No., or PO Box No.: 330 SW 12 Avenue
City, State, ZIP+4®: Pompano Beach, FL 33069

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

OFFICIAL USE
PLANTATION BRANCH USPS
SEP 04 2024
FT LAUDERDALE FL 33317
Postmark Here

7022 0410 0000 9198 2111



U.S. Postal Service™
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Certified Mail Fee $4.85
Extra Services & Fees (check box, add fee as appropriate)
- Return Receipt (hardcopy) $
- Return Receipt (electronic) $
- Certified Mail Restricted Delivery $
- Adult Signature Required $
- Adult Signature Restricted Delivery $

Postage $1.77
Total Postage and Fees $10.72

Sent To: Comcast South Florida Reg Const
Attn: Maria Nunez
Street and Apt. No., or PO Box No.: 2501 SW 145 Ave
City, State, ZIP+4®: Miramar, FL 33027

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

OFFICIAL USE
PLANTATION BRANCH USPS
SEP 04 2024
FT LAUDERDALE FL 33317
Postmark Here

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Certified Mail Fee $4.85
Extra Services & Fees (check box, add fee as appropriate)
- Return Receipt (hardcopy) $
- Return Receipt (electronic) $
- Certified Mail Restricted Delivery $
- Adult Signature Required $
- Adult Signature Restricted Delivery $

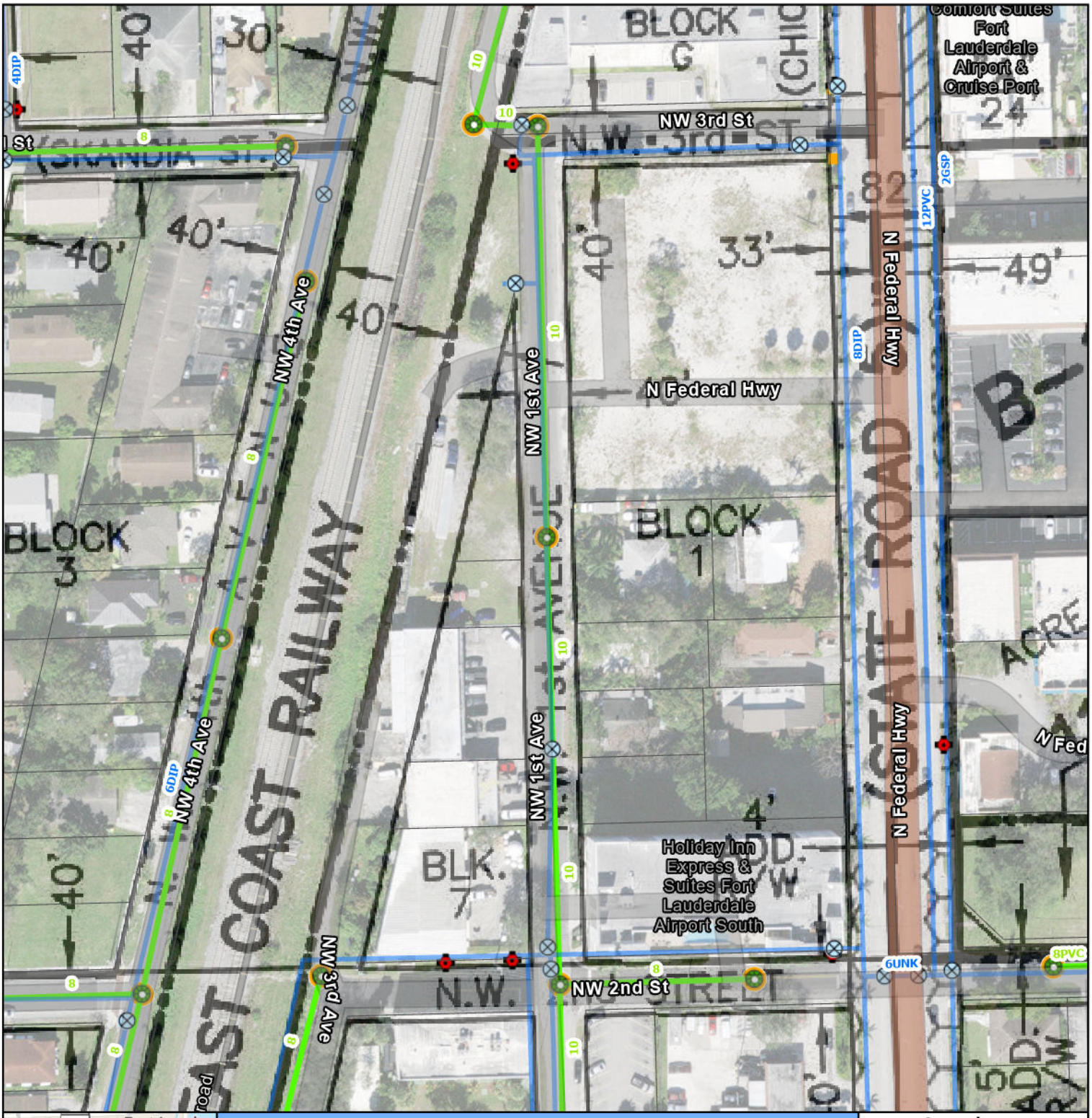
Postage $1.77
Total Postage and Fees $10.72

Sent To: TECO, Peoples Gas
Attn: Ily Gonzalez
Street and Apt. No., or PO Box No.: 15779 W. Dixie Hwy
City, State, ZIP+4®: North Miami Beach, FL 33162

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

OFFICIAL USE
PLANTATION BRANCH USPS
SEP 04 2024
FT LAUDERDALE FL 33317
Postmark Here

7022 0410 0000 9198 2050



Public Services Department

DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

N W E S

ROW and Utilities System

Requested by:

Batista, Viviana Claudia
cbatista@daniabeachfl.gov

Reviewed by:

Darren Greene
Manager Public Works & Utilities
Sean Schutten
Public Services Deputy Director City of Dania Beach

Location:

213 - 217 NW 1St Ave

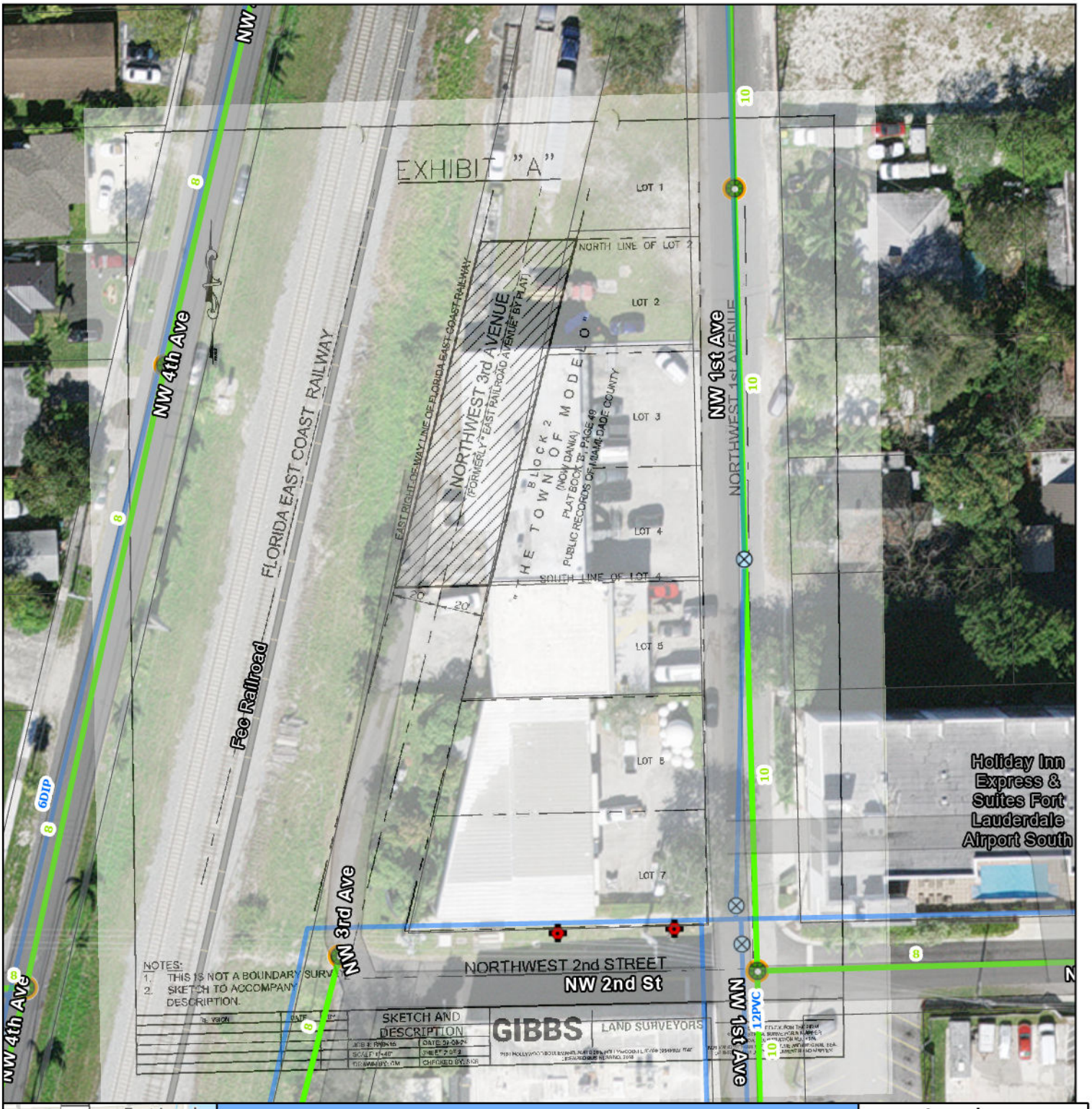
Source: 2025 GIS - Dania Beach Utility Atlas

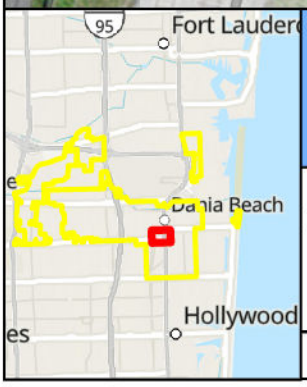
Processed by: Maria Magnolia Dominguez
GIS Technician City of Dania Beach

Date Saved: 10/28/2025 11:53 AM

Legend

- Dania Beach City Limits
- Sanitary Sewer Lift Stations
- Storm Water Pipe
- Potable Water System WMF
- Potable Water System WMV
- Potable Water System FH
- Sanitary_Sewer_Force_Main
- Sanitary Sewer Fitting
- Sanitary Sewer_Manholes
- Sanitary Sewer Gravity Pipe
- Sanitary Sewer System Valve
- Storm Water Catch_Basin
- Potable Water System WM
- Potable Water System WM_ABAND
- Dania Storm Water Manhole





Public Services Department

DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

N
W E
S

Utilities System

Requested by:

Batista, Viviana Claudia
cbatista@daniabeachfl.gov

Reviewed by:

Darren Greene
Manager Public Works & Utilities
Sean Schutten
Public Services Deputy Director City of Dania Beach

Location:

213 - 217 NW 1St Ave

0 12.5 25 50Feet

Source: 2025 GIS - Dania Beach Utility Atlas

Processed by: Maria Magnolia Dominguez
GIS Technician City of Dania Beach

Date Saved: 10/28/2025 11:53 AM

Legend

- Dania Beach City Limits
- Sanitary Sewer Lift Stations
- Storm Water Pipe
- Potable Water System WMF
- Potable Water System WMV
- Potable Water System FH
- Sanitary_Sewer_Force_Main
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- Sanitary Sewer_Manholes
- Sanitary Sewer Gravity Pipe
- Sanitary Sewer System Valve
- Storm Water Catch_Basin
- Potable Water System WM
- Potable Water System WM_ABAND
- Dania Storm Water Manhole

Batista, Viviana Claudia

From: Dominguez, Maria
Sent: Tuesday, October 28, 2025 2:38 PM
To: Batista, Viviana Claudia
Cc: Schutten, Sean; Rodriguez, Fernando J.; Greene, Darren
Subject: ROW - UTILITIES 213-217 NW 1 Ave - Vacation Request
Attachments: ROW_213_217 NW.pdf; Sketch_213_217 NW.pdf

Follow Up Flag: Flag for follow up
Flag Status: Flagged

Good afternoon

The Utilities Map request we have in our GIS database for the following addresses: ROW located at the rear of 213–217 NW 1st Avenue. , has been reviewed and approved by the Public Works and Utilities Manager. Please see his confirmation email below for reference.

Please note: As-built site plans, civil drawings, structural plans, and plumbing plans must be requested through the Engineering Department.

Statement: Attached pdf shows the location of the utility roughly. You will need to perform a soft dig or perform other methods to determine the exact locations of the utilities.

Best regards.

Maria Dominguez, GIS Technician
mdominguez@daniabeachfl.gov | daniabeachfl.gov
1201 Stirling Rd, Dania Beach, FL, 33004
Phone: 954.924.6808, x3625

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

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

From: Greene, Darren <dgreene@daniabeachfl.gov>
Sent: Tuesday, October 28, 2025 2:22 PM
To: Dominguez, Maria <mdominguez@daniabeachfl.gov>
Cc: Schutten, Sean <sschutten@daniabeachfl.gov>
Subject: RE: ROW - UTILITIES 213-217 NW 1 Ave Vacation Request

Good Afternoon

This is accurate.

Darren Greene
Public Works & Utilities Operations Manager | **City of Dania Beach**
dgreene@daniabeachfl.gov | daniabeachfl.gov
1201 Stirling Road | Dania Beach, FL, 33004
Phone:954-924-6808

Web: daniabeachfl.gov | **App**:AskDaniaBeach
RISE - Respect, Integrity, Standard of Excellence

Please note: Florida has a very broad public records law. Most written communications to or from City Officials regarding City business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

From: Dominguez, Maria <mdominguez@daniabeachfl.gov>
Sent: Tuesday, October 28, 2025 12:26 PM
To: Greene, Darren <dgreene@daniabeachfl.gov>
Cc: Schutten, Sean <sschutten@daniabeachfl.gov>
Subject: ROW - UTILITIES 213-217 NW 1 Ave Vacation Request

Good afternoon, Darren

Could you please review and confirm the utilities for the following address? Community Development is preparing the vacation request for the ROW located at the rear of 213–217 NW 1st Avenue. Please see the previous email below for reference.

Thank you so much.

Maria Dominguez, GIS Technician
mdominguez@daniabeachfl.gov | daniabeachfl.gov
1201 Stirling Rd, Dania Beach, FL, 33004
Phone: 954.924.6808, x3625

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

From: Schutten, Sean <sschutten@daniabeachfl.gov>
Sent: Tuesday, October 28, 2025 9:29 AM
To: Dominguez, Maria <mdominguez@daniabeachfl.gov>
Subject: FW: 213-217 NW 1 Ave Vacation Request

Maria,
Can you please review the request in this email and respond by early morning tomorrow?

Thank you,

Sean Schutten, P.E., Public Services Deputy Director/City Engineer
sschutten@daniabeachfl.gov | daniabeachfl.gov
1201 Stirling Road, Dania Beach, FL, 33004
Phone: 954.924.6808, x3660

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

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

From: Batista, Viviana Claudia <cbatista@daniabeachfl.gov>
Sent: Thursday, October 23, 2025 3:37 PM
To: Schutten, Sean <sschutten@daniabeachfl.gov>
Cc: Rodriguez, Fernando J. <frodriguez@daniabeachfl.gov>; Lajoie, Corinne <clajoie@daniabeachfl.gov>; Norena, Eleanor <enorena@daniabeachfl.gov>
Subject: 213-217 NW 1 Ave Vacation Request

Good afternoon, Public Services team,

Community Development is in the process of preparing the vacation request for the ROW located at the rear of 213-217 NW 1 Ave. We received a previous confirmation from the former Deputy Director about utilities, but would like to have an updated confirmation from your department in the file that there are no existing utilities at the ROW, and the city does not need NW 3rd Avenue for any road use.

I am attaching the support documents received for this application:

1. The previous confirmation received (From the former Deputy Director)
2. Survey provided by the applicant for the ROW vacation request
3. Survey of the entire property requesting ROW vacation

Please provide us with a confirmation no later than **Wednesday, October 29th,** to include your response to our staff report. The item is scheduled to be heard at the Planning and Zoning Board meeting scheduled for November 19th.

Thank you kindly,

Claudia Viviana Batista, Planning & Zoning Manager
cbatista@daniabeachfl.gov | daniabeachfl.gov
100 W Dania Beach Blvd, Dania Beach, FL, 33004
Phone: 954.924.6805, x3654

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

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AT&T

AT&T
600 NW 79th Ave, Room 360
Miami, Fl 33126

600 NW 79TH Ave Room 360
Miami, FL 33126
Da533p@att.com

Thuy Turner
Thuy (twee) Turner, AICP, LEED AP BD+C
Turner Planning Solutions LLC
Phone: 954-610-1633

Re: No objection request to vacate rear 213 NW 1st Ave, Dania Beach, FL 33004

Dear Thuy Turner

On behalf of BellSouth Telecommunications, LLC d/b/a AT&T Florida, this letter shall serve as notice of **"non-objection" to vacate the rear of 213 NW 1st Ave, Dania Beach, FL 33004 (Property ID,504234010130)**

If you have any questions, please feel free to contact us.
Yours truly,

Dietmar Acuna
Mgr. OSP Planning/Design
SE Network Operations Const/Eng – SFL District

Turner Planning Solutions

thuy@turnerplanningsolutions.com
62 Wimbledon Lake Drive
Plantation, FL 33324

P 954.610.1633

August 7, 2025

RE: Scotland Electric (213-225 NW 1 AVE) – Request to Vacate Adjacent Right-of-Way

Dear Sir or Madam:

This is a notification of a request to vacate the public right-of-way adjacent to the property located at 213-225 NW 1st Ave, Dania Beach, FL 33004, also known as Scotland Electric Supply, Inc. The right-of-way runs northeast along the west side of the property. A portion of the existing building is currently encroaching into the right-of-way which was permitted and built many years ago.

Scotland Electric Supply, Inc. is a long-time business in the city and a part of the community. This application will provide the owners with full legal access to the building and property.



If you have any questions or concerns about this request, please email us by September 2, 2025 at thuy@turnerplanningsolutions.com.

Regards,

Thuy Turner, AICP, LEED AP BD+C
Owner's Representative
Sunday and Cheri's LLC

Law Offices
COKER & FEINER
1133 Southeasts 4th Andrews Avenue
Fort Lauderdale, FL 33316-1119

Telephone: (954) 761-3636
Facsimile: (954) 761-1818

Richard G. Coker, Jr., P.A.
Rod A. Feiner
Kathryn R. Coker

rgcoker@coker-feiner.com
rafeiner@coker-feiner.com
krcoker@coker-feiner.com

October 8, 2025

Via US Mail/Certified Receipt Requested

FEC ROW, LLC
Attn: Real Estate Department
7150 Philips Highway
Jacksonville, FL 32256

Re: Request for Vacation of Right-of-Way, City of Dania Beach

To Whom It May Concern:

Please be advised that we represent Sunday Scura Jr. Mr. Scura owns the property which has an address of 213-217 NW 1st Ave., Dania Beach, FL. To the west of his property is right-of-way. East Coast Railway owns the property to the west of the right-of-way. An aerial which depicts both Mr. Scura's property, the right-of-way and the Florida East Coast Railway property is attached.

Mr. Scura has filed a request with the City of Dania Beach to vacate the right-of-way that is adjacent to his property. The City has requested that we send you specific written notice of the pending application and that you respond with a notarized letter indicating support or opposition to this request. There is a section at the bottom on this letter which will enable you to respond with your support or opposition or you can send a separate, notarized, written response.

PLEASE BE ADVISED THAT IF YOU DO NOT SEND A WRITTEN RESPONSE TO THIS LETTER WITHIN THIRTY (30) DAYS OF YOUR RECEIPT OF THIS LETTER THEN THE PETITION TO VACATE WILL BE SET FOR HEARING BEFORE THE DANIA BEACH CIT YCOMMISION AND IT WILL BE PRESUMED THAT FLORIDA EAST COAST RAILWAY HAS NO OBJECTIONS TO THE VACATION REQUEST.

If you do have objections or questions with regard to the vacation request please send this completed letter and/or your objections or questions to the following:

Coker & Feiner
1133 Southeast 4th Ave.
Ft. Lauderdale, FL 33316
Attn: Rod A. Feiner, Esq.
E-mail: rafeiner@coker-feiner.com

City of Dania Beach
100 W Dania Beach Blvd
Dania Beach, FL 33004
Attn: Viviana Batista
E-mail: cbatista@daniabeachfl.gov

Thank you very much for your consideration of this item.

Sincerely,

Rod A. Feiner, Esq.
FOR THE FIRM

Response to Request

Florida East Coast Railway hereby:

_____ supports the application to vacate the right-of-way
_____ objects to the application to vacate the right-of-way

STATE OF _____:)
COUNTY OF _____:)

The foregoing instrument was acknowledged before me this __ day of _____, 2025, by means of ☐ physical presence or ☐ online notarization, by _____, as _____ of Florida East Coast Railway. Such person is __ personally known to me or ___ who has produced _____ as identification.

_____
Notary Public
Name:_____
Commission Expires:_____

NAME1	NAME2	ADD	CITY	STATE	ZIP	ZIP 4
121-141 NEHME PROPERTIES LLC		17800 SW 63 MNR	SOUTHWEST F	FL	33331	1600
126 NE 1ST AVE LLC		310 POLK STREET	HOLLYWOOD	FL	33019	
128 NW 5TH AVE LLC		15051 ROYAL OAKS LN #1806	NORTH MIAMI	FL	33181	
132 PARTNERS LLC		132 NE 1 AVE	DANIA BEACH	FL	33004	
141 DANIA LLC		19441 NE 19 AVE	MIAMI	FL	33179	
201 NE 1 CT LAND TRYL	INVESTORS LLC TRSTEE	2714 SW 55TH ST	FORT LAUDER	FL	33312	
203 NE 2ND AVE LLC		8001 NW 66 TER	PARKLAND	FL	33067	
21 NE 3RD STREET LLC		10974 SW 37 MNR	DAVIE	FL	33328	
2981 POMPANO LAND TR	LEVY,BENJAMIN TRSTEE	693 RACQUET CLUB #2	WESTON	FL	33326	1866
317 NW 5 AVENUE #A-B LAND TR	POSITIVE RATE INVESTMENTS LLC	30 N GOULD ST #N	SHERIDAN	WY	82801	
57 NE 2ND STREET LLC		18200 W DIXIE HWY	NORTH MIAMI I	FL	33160	
67-75 NORTH FEDERAL ASSOC LLC		67 N FEDERAL HWY	DANIA BEACH	FL	33004	
A & R PARTNERS LLC		3021 SW 186 TER	MIRAMAR	FL	33029	
ADALWIN LLC		1717 MAIN ST STE 2000	DALLAS	TX	75201	
ADAMS,JERRY		113 N FEDERAL HWY	DANIA BEACH	FL	33004	
AFFORDABLE ACCOUNTING & TAX SERVICES LLC		66 N FEDERAL HWY	DANIA BEACH	FL	33004	
ALAZZAWI,FURATBACSA,KATALIN		4054 NW 85 AVE	PEMBROKE PI	FL	33024	5026
ALL SPECIALISTS INC		8641 NW 44 CT	LAUDERHILL	FL	33351	6011
ALTUKHOV,OLEG & TATIANA		116 NW 6 AVE	DANIA BEACH	FL	33004	
B & JCM DANIA BEACH LLC		3805 NW 107 AVE STE 123	DORAL	FL	33173	
BATISTA,ALEJANDRO		39 NE 3 ST #1-2	DANIA BEACH	FL	33004	2809
BESNER,HILDA TR		4240 GALT OCEAN DR #603	FORT LAUDER	FL	33308	
BINION,ERIC F		11370 NW 39 PL	SUNRISE	FL	33323	1157
BIZZLE,RONNIE D & JODY LEE		415 NW 3 PL	DANIA BEACH	FL	33004	
BLACK,LARRY J		2411 LAKE MIRAMAR WAY	MIRAMAR	FL	33025	
BLACK,TANESHA		2221 NW 34 AVE	LAUDERDALE I	FL	33311	
BOHADANAH,ELI		3950 SW 6 ST	FORT LAUDER	FL	33312	2632
BOUCHARD,PAIGE SANDRA		509 NW 3 TER	DANIA BEACH	FL	33004	
BROOKS,APRIL H/E	GOODMAN,LISA	206 NW 6 AVE	DANIA BEACH	FL	33004	2731
BROWN,CHRISTOPHER MICHAEL		3755 BEACHWOOD DR	DELRAY BEAC	FL	33445	
BRUMLEY,ORVILLE OSBOURNE		133 NW 6 AVE	DANIA BEACH	FL	33004	
BRYANT,JEFFREY &	WILCOX,MICHELLE	5201 SW 18 ST	PLANTATION	FL	33317	
BURGESS,HOWARD E EST		681 GENEVA PL	TAMPA	FL	33606	3923
BURGOS,JACOB		513 NW 3 PL	DANIA BEACH	FL	33004	
BUTLER,BERNICE	KNOWLES,CHRISTOPHER A ETAL	416 NW 3 TER	DANIA BEACH	FL	33004	
BUZIOS 1986 CORP		10185 COLLINS AVE #408	BAL HARBOUR	FL	33154	1606
CANEIRO,YUSLEYDIS		508 NW 3RD TER	DANIA BEACH	FL	33004	2718
CARR REAL ESTATE INC		4601 SHERIDAN ST #300	HOLLYWOOD	FL	33021	
CARR REAL ESTATE VENTURES LTD		602 SW 12 AVE	FORT LAUDER	FL	33312	
CARTER-PACE,RUTHINE V		PO BOX 762651	SAN ANTONIO	TX	78245	
CARTER,TERRY		34 NW 6 AVE APT 2	DANIA BEACH	FL	33004	
CD FLORIDA PROPERTIES LLC		1948 NW 74 AVE	HOLLYWOOD	FL	33024	
CELORRIO,JOSE GEY		920 SW 30 ST NW TER	PEMBROKE PI	FL	33024	
CHARLES,NADIA	KOFFI,MAGDALENE	600 NW 3 ST	DANIA BEACH	FL	33004	
CHEN,TONY	TAN,KAH KAH	3327 SHERIDA ST	HOLLYWOOD	FL	33021	
CHRISTINE M PROST REV LIV	TR DANIELLE AGUIAR REV LIV TR	PO BOX 290484	DAVIE	FL	33329	0484
CHUDNOVSKI,GAYANA	CHUDNOVSKI,OLEG	121 NE 1 CT	FORT LAUDER	FL	33004	
CIEZADLO,NANCY ANN		63 N FEDERAL HWY	DANIA BEACH	FL	33004	
CLASSICS ENTERPRISES LLC		118 NW PARK ST	DANIA BEACH	FL	33004	2828
CODREA, ANDREI V & REBECA D		109 NE 2 PL	DANIA BEACH	FL	33004	
COLLINS SUITE ENTERPRISES LLC		22 SW 5 AVE	DANIA BEACH	FL	33004	
COMERLAT HOSPITALITY 1 LLC		20801 BISCAYNE BLVD STE 403	AVENTURA	FL	33180	
CONTI,HARRY A JR & BARBARA ANN		126 NE 1 CT	DANIA BEACH	FL	33004	2817
COOK,DOUGLAS JR		225 NW 5 AVE	DANIA BEACH	FL	33004	2726
COOPER,D L EST BROWN	GREEN,ELNORA EST	234 NW 5 AVE	DANIA BEACH	FL	33004	2727
COSAC HOMELESS	ASSISTANCE CENTER INC	2101 SW 136 AVENUE	DAVIE	FL	33325	
COVRE,MARGARET ANTONIAVAN	ARSDALE,CAROL LYNN	249 GLENEAGLES DR	ATLANTIS	FL	33462	
COZY COVE MARINA INC		300 N FEDERAL HWY	DANIA BEACH	FL	33004	
CRISTAFARO,VINNIE H/E	CRISTAFARO,LAMESHA	214 NE 1 CT	DANIA BEACH	FL	33004	
CURRY,ROSALIND	KEISHA ROBINSON EST ETAL	235 NW 6 AVE	DANIA BEACH	FL	33004	
DAISE,RODERICK D & BETTY J		1006 NW 2 ST	DANIA BEACH	FL	33004	2771
DANIA BEACH ENTERPRISES LLC		3801 NORTH PARK ROAD	HOLLYWOOD	FL	33021	1903
DANIA BEACH HOSPITALITY GROUP LLC		1955 HARRISON ST #200	HOLLYWOOD	FL	33020	
DANIA PHOENIX CORP		3815 S LAKE DR	BOYNTON BEA	FL	33435	
DANIA PLAZA INC		PO BOX 1814	DANIA BEACH	FL	33004	1814
DANIA WAREHOUSE 110 LLC		4191 PARK VIEW DR	HOLLYWOOD	FL	33021	
DANIEL L CHOLAK TR		3111 N OCEAN DR #403	HOLLYWOOD	FL	33019	
DANNY 1712 LLC		8737 NW 39 ST	HOLLYWOOD	FL	33024	8740
DARLING,TAURA H/E	KEEL,HELEN EST ETAL	514 NW 3 STREET	DANIA BEACH	FL	33004	
DE LEON,EDGARDO ARIEL		501 E DANIA BEACH BLVD #1L	DANIA BEACH	FL	33004	
DECOTA GROUP		201 NE 2 CT	DANIA BEACH	FL	33004	

DEUTSCHE BANK NATL TR CO	TRSTEE%SELECT PORTFOLIO SERVICING	3217 S DECKER LAKE DR	SALT LAKE CIT	UT	84119	
DIANNE CULTON MCCORMICK IRREV	TR%EVELYN TORRES	PO BOX 180874	CORONADO	CA	92178	
DISMAS CHARITIES INC		2500 SEVENTH ST RD	LOUISVILLE	KY	40208	
DM RENTAL DENIA INC		1548 NE 110 ST	MIAMI	FL	33161	
DORCELY,HENRY	JOSE,LINDA	134 NW 7 AVE	DANIA BEACH	FL	33004	
DORCIN,JEAN G	JOSEPH,MIRLANDE	229 NW 6 AVE	DANIA BEACH	FL	33004	
DOWDELL,ARRIE L EST		213 NW 6 AVE	DANIA BEACH	FL	33004	2730
DRAX INVESTMENTS PROPERTIES III LLC		7320 GRIFFIN RD #217	DAVIE	FL	33314	
ETIENNE,NADEGE	JOSEPH,RENEL	117 NW 5 AVE	DANIA BEACH	FL	33004	
EWERS,CARLA		228 NW 5 AVE	DANIA BEACH	FL	33004	
F & P APARTMENTS LLC		167 N FEDERAL HWY	DANIA BEACH	FL	33004	
FALLAD,JORGE M &	VELEZ,MARIA A	102 N FEDERAL HWY	DANIA BEACH	FL	33004	2804
FANUDIO LLC		2875 NE 191 ST SUITE 801	AVENTURA	FL	33180	
FEDD-YOUNG,MELINDA	ANN YOUNG,RICKIE	225 NW 7 AVE	DANIA BEACH	FL	33004	
FELIGNA CORP		2069 NE 123 ST	NORTH MIAMI	FL	33181	
FEQUIERE,DAVOUSTSAINT	CYR,DARNA S GUETSHINA	515 NW 3 TER	DANIA BEACH	FL	33004	
FG REI LLC		1741 NW 106 AVE	PEMBROKE PI	FL	33026	
FINLEY,REGINA M	H/E GULLEY,KEITH	118 NE 2 PL	DANIA BEACH	FL	33004	2825
FLORIDA DEPT OF TRANSPORTATION	OFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDER	FL	33309	3421
FLORIDA EAST COAST RAILWAY LLC	ATTN: DANIELA BRANDENBURG	7150 PHILIPS HWY	JACKSONVILL	FL	32256	
JURISDICTION		PO BOX 62	DANIA BEACH	FL	33004	
FLORIDA POWER & LIGHT CO	ATTN: PROPERTY TAX - PSX/JB	700 UNIVERSE BLVD	JUNO BEACH	FL	33408	
FONTUS CAPITAL LLC%	BRAM PORTNOY	2426 MADISON ST	HOLLYWOOD	FL	33020	
FP USA DANIA LLC		31 SE 5 ST #CU-203	MIAMI	FL	33131	
FUENTES,PEDRO EST		114 NE 1 CT	DANIA BEACH	FL	33004	2817
GALEANO TIUSO,CAMILO	AROBELTO RODRIGUEZ,LICED Y	237 NW 7 AVE	DANIA BEACH	FL	33004	
GAO,YUNQING		5190 NW 165 ST UNIT D	MIAMI GARDEN	FL	33014	
GAO,YUNQING		19651 NE 22 AVE	MIAMI	FL	33180	
GARNETT REAL ESTATE HOLDINGS LLC		302 NW 1 ST	DANIA BEACH	FL	33004	2848
GEORGE,BERNARD & DENISE R		207 NW 7 AVE	DANIA BEACH	FL	33004	
GERTSENZON,MARINA EST		215 NW 4 AVE	DANIA BEACH	FL	33004	
GIBSON,CODY ANTHONY	SCOTT,MELISSA JANE	122 NE 1 CT	DANIA BEACH	FL	33004	
GIBSON,STINA S		225 NW 4 AVE	DANIA BEACH	FL	33004	2723
GOLDEN BEACH HOLDINGS INC		801 S UNIVERSITY DR STE A112	PLANTATION	FL	33324	
GOMEZ,GEISET SANCHEZ		129 NE 1 CT	DANIA BEACH	FL	33004	
GONZALEZ,FABIAN	323-325 NW 5 AVE LAND TR	325 NW 5 AVE	DANIA BEACH	FL	33004	
GOODINGS,TERRENCE H/E	GOODINGS-MORAIN,JOYCELYN	220 NW 7 AVE	DANIA BEACH	FL	33004	
GRAY,CHRISTINA SUSAN	M MICKETT REV TR ETAL	5623 SW 116 AVE	COOPER CITY	FL	33330	
GREAT HOME DEALS LLC		2101 S OCEAN DR #507	HOLLYWOOD	FL	33019	
GREATER MT ZION AME CHURCH INC		215 NW 5 AVE	DANIA BEACH	FL	33004	
H & C INTERNATIONAL TRADING LLC		8527 PINES BLVD #202	PEMBROKE PI	FL	33024	
HABAKA LLC		114 NE 2 PL	DANIA BEACH	FL	33004	
HARRIS,BRENDA		720 NW 3 ST	DANIA BEACH	FL	33004	2708
HARRIS,CHRISTY HOLLY		221 NW 7 AVE	DANIA BEACH	FL	33004	2732
HARRIS,MARK ROBERT		110 NE 2 PL	DANIA BEACH	FL	33004	2825
HAUPTMAN FAM TR	HAUPTMAN,GERTRUDE L TRSTEE ETAL	34 LESLIE MEWS	OCEAN PINES	MD	21811	
HE,XIAO XIA		242 S FEDERAL HWY	DANIA BEACH	FL	33004	
HELMAN,SYLVIE DIANE H/E	SYLVIE DIANE HELMAN REV LIV TR	113 NE 2 PL	DANIA BEACH	FL	33004	
HERSHEY,ELENA		1151 SW 156 AVE	PEMBROKE PI	FL	33027	
HILER BUFFALO LLC		75 COLUMBIA AVE	CEDARHURST	NY	11516	
HOLOCAUST DOCUMENTATION	AND EDUCATION CENTER INC	303 N FEDERAL HWY	DANIA BEACH	FL	33004	
HOLTZOPLE,HEATHER		202 NE 1 CT #1-2	DANIA BEACH	FL	33004	
HONE,EUNICE M ROBERT	E & EUNICE M HONE REV TR	102 NE 2 PL	DANIA BEACH	FL	33004	2825
HOWE,ROBERT WILLIAM	& HOWE,BARBARA	920 SW 21 CT	FORT LAUDER	FL	33315	2424
HULTGREN,RYAN T	MADRID,BRIANA	213 NE 2 AVE	DANIA BEACH	FL	33004	
HUNT,TERRANCE LAMONT	TRIBUE-HUNT,JANICE VALECIA	2836 SW 17 AVE	FORT LAUDER	FL	33315	
IDM INVESTMENT LLC		4750 SW 57 AVE	DAVIE	FL	33314	
IELC LAND TRMEDINA,A	& MEDINA,C TRSTEES	236 N FEDERAL HIGHWAY SUITE 101	DANIA BEACH	FL	33004	
INVESTMENTS KOPE LLC		2562 SE 14 ST	POMPANO BE	FL	33062	
ITZKOWITZ,FRANCINE		11658 SW SAILFISH ISLES WAY	PORT ST LUCI	FL	34987	5408
IV SONS LLC		3620 NE 17 AVE	OAKLAND PAR	FL	33334	
IVES,RANDOLPH JR H/E	IVES,IONE & RANDOLPH ETAL	217 NW 4 AVE	DANIA BEACH	FL	33004	
IZQUIERDO,ANTUAN	PREDA,ALEXANDRIA	106 NE 2 PL	DANIA BEACH	FL	33004	
J E R INVESTMENTS INC		215 N FEDERAL HWY	DANIA BEACH	FL	33004	2805
JACKSON,SHERISSA		200 NW 7 AVE	DANIA BEACH	FL	33004	
JAMES,CORAZON		1075 92 ST #401	MIAMI BEACH	FL	33154	
JAMROCK PROPERTIES &	INTERIOR DESIGN LLC	328 NE 2 CT	DANIA BEACH	FL	33004	
JB GONZAGA LLC		PO BOX 85194	HALLANDALE B	FL	33008	
JEAN-LOUIS,DAUDI		149 NW 6 AVE	DANIA BEACH	FL	33004	
JOHNSON,DEMETRIUS	JOHNSON,GEOTIS	126 NW 7 AVE	DANIA BEACH	FL	33004	
JONES,CORINTHIAN A		135 NW 6 AVE	DANIA BEACH	FL	33004	

JONES,M L JR & BARBARA H		PO BOX 357	DANIA BEACH	FL	33004	0357
JPRUIZ INVESTMENTS LLC		517 W 28 ST	HIALEAH	FL	33010	
JUDGE,RICHARD JR		121 NW 4 AVE	DANIA BEACH	FL	33004	
JULAKANTI,VENKAT	REDDYMATHA,NIRMALA ETAL	6477 N ANISE CT	DAVIE	FL	33314	
KINGFISHER IRREV TR		3389 SHERIDAN ST #312	HOLLYWOOD	FL	33021	
KNIGHT,BERNARD EISLEY		125 NW 5 AVE	DANIA BEACH	FL	33004	
LAGUERRE,LUMENE DABEL	H/E LAGUERRE,JHIMY	505 NW 3 ST #1-2	DANIA BEACH	FL	33004	
LANG RENTALS LLC		514 S 24 AVE #D	HOLLYWOOD	FL	33020	
LARA,MARIO J GARCIA	MCDANIEL,EDDIANY A	118 NE 1 CT	DANIA BEACH	FL	33004	2817
LAROSA,JOSEPH MICHAEL		229 NW 4 AVE # 1	DANIA BEACH	FL	33004	2723
LEWIS,DOROTHY		56 CHAPMAN LANE	GALES FERRY	CT	06335	
LILLIE PARRISH TR	JACKSON,CASTELLA PARRISH TRSTEE	2413 RALEIGH ST	HOLLYWOOD	FL	33020	1611
LME PROPERTY HOLDINGS LLC		301 W HALLANDALE BEACH BLVD	HALLANDALE B	FL	33009	
LOPEZ,JOHANNA	BROUILLETTE,KENNETH	195 NE 2 ST	DANIA BEACH	FL	33004	2824
LOUIS,MIDRENNE H/E	AUGUSTE,MARC ARTHUR	129 NW 6 AVE	DANIA BEACH	FL	33004	
LOUIS,NELXI H/E	LOUIS,ERMANISE	125 NW 6 AVE	DANIA BEACH	FL	33004	
LUCKEYS MOTEL INC		20 S FEDERAL HWY	FORT LAUDER	FL	33301	
MANCUSI,JOSEPH A		214 NE 2 PL	DANIA BEACH	FL	33004	4816
MANCUSI,MICHAEL		1525 SE 15 ST APT 24	FORT LAUDER	FL	33316	2736
MAY,MICHAEL MARK		125 NE 1 CT	DANIA BEACH	FL	33004	
MC CLAM,TONY L		505 NW 3 TER	DANIA BEACH	FL	33004	
MCCRAY,WILLIE JOE		PO BOX 1121	DANIA BEACH	FL	33004	1121
MCCUTCHEON,JAMES & NAOMI S		517 NW 3 PL	DANIA BEACH	FL	33004	
MCCUTCHEON,NELSON		2709 NW 20 ST	FORT LAUDER	FL	33311	
MCDUFFIE,HOMER & LINDA		120 NW 6 AVE	DANIA BEACH	FL	33004	
MEGACYCLE TOO LLC		326 NE 2 CT	DANIA BEACH	FL	33004	
MIGNONE,ANITA		146-148 NE 1 AVE	DANIA BEACH	FL	33004	
MIRANJALI LLC		1500 SE 5 AVE	DANIA BEACH	FL	33004	
MISKELL,VINCENT & JANE R		235 NE 2 AVE	DANIA BEACH	FL	33004	4810
MONTOYA MUNOZ,NATACHA	OLIVA,KIANA	134 S 12 AVE	MOUNT VERNO	NY	10550	
MORGAN,DAVID		240 NW 7 AVE	DANIA BEACH	FL	33004	
MORRIS,ALVA M H/E	BRUNO,LATRICE MERCEDES	241 NW 7 AVE	DANIA BEACH	FL	33004	
MUSCA,TANDINA C		134 NE 1 CT	DANIA BEACH	FL	33004	
NANDY INC		140 N FEDERAL HWY	DANIA BEACH	FL	33004	2804
NEW BHNV DANIA COMMERCIAL LLC		5430 SW 25 AVE	FORT LAUDER	FL	33312	
NEW BHNV DANIA COMMERCIAL LLC		PO BOX 1975	HALLANDALE B	FL	33008	
NEW LIFE 2014 LLC		12550 BISCAYNE BLVD STE 406	NORTH MIAMI	FL	33160	
NORTEI,EBENEZER		236 NW 5 AVE # 238	DANIA BEACH	FL	33004	2727
NUBY,DAVID SR EST%PAMELA GAINES		1911 SCARBROUGH DR	STONE MOUNT	GA	30088	3778
NUBY,RONALD DALE		417 OLD GRIFFIN RD	DANIA BEACH	FL	33004	2744
OPEN DOOR TO CHRIST INC		PO BOX 578	DANIA BEACH	FL	33004	0578
OTCHYCH,MARY ANN	OTCHYCH,ROMAN	210 SE 1 TER	DANIA BEACH	FL	33004	3704
OVERINGTON,KARL		1018 PINE BRANCH CT	WESTON	FL	33326	
PARKER,JAMES LEONARD II		608 NW 3 ST	DANIA BEACH	FL	33004	2706
PAUL,CHARLCINA		14211 GEORGIAN CIR APT 202	FORT MYERS	FL	33912	5623
PENSO,ANGELINA		209 NE 2 AVE	DANIA BEACH	FL	33004	
PEREZ,JOSE		238 NW 7 AVE	DANIA BEACH	FL	33004	
PEREZ,MAYELIN DEL CARMEN		511 NW 3 TER	DANIA BEACH	FL	33004	
PIERRE,WALDECK BERMANN,BERLANISE	& BRUCE,UNIVE	229 NW 7 AVE	DANIA BEACH	FL	33004	
POORAN,BUNASHIRE		2236 ELLIS AVE #2	BRONX	NY	10462	
RAMEY,JOEL C		246 NE 2 AVE	DANIA BEACH	FL	33004	4820
RATHAN,EILEEN	RATHAN,RON	98 71 ST	BROOKLYN	NY	11209	
REYES,MONICA B		3129 S OCEAN DR #107	HALLANDALE B	FL	33009	
RIGUERO,NELLY H/E MARTINEZ,RODRIGO	& RIGUERO,SHARON	505 NW 3 PL	DANIA BEACH	FL	33004	
RIOS,KIRA TIARE & LEINS		218 NW 7 AVE	DANIA BEACH	FL	33004	
RIVADENEIRA,JEAN PAUL	MONTALVO TORRES,RICARDO	226 NW 6 AVE	DANIA BEACH	FL	33004	
ROBERT MARKS & BARBARA MARKS	TRMARKS,BARBARA TRSTEE	925 S NORTHLAKE DR	HOLLYWOOD	FL	33019	
ROBERTSON,RAYGINIA		404 NW 3 ST	DANIA BEACH	FL	33004	2702
ROSARIO-ADDERLEY,NICOLE		146 NW 5 AVE	DANIA BEACH	FL	33004	
ROSE,CLERANCE		125 SE 2 CT	DANIA BEACH	FL	33004	
ROSENSTEEL FAM LIV TR		503 LAKESIDE CIR	SUNRISE	FL	33326	
RUANO,JENNIFER A		117 NE 1 CT	DANIA BEACH	FL	33004	
RUS'S PROPERTY LLC		7500 PEPPERTREE CIR N	DAVIE	FL	33314	
RYAN J TIMBERG REV TR	TIMBERG,RYAN J TRSTEE	1519 SW 18 AVE	FORT LAUDER	FL	33312	
RYAN,JOHN M		34 NW 1 AVE	DANIA BEACH	FL	33004	
RYDER NASH LLC		41 NE 1 AVE #1	DANIA BEACH	FL	33004	
RYDER NASH OFFICES LLC		1830 S OCEAN DR	HALLANDALE B	FL	33009	
S O S LAND CORP #3		345 N FEDERAL HWY	DANIA BEACH	FL	33004	
SAB2016 LLC		20200 W DIXIE HWY #1203	AVENTURA	FL	33180	
SALAZAR,MARIA		11110 S LAKEVIEW DR	PEMBROKE PI	FL	33026	
SCURA,SUNDAY JR		213 NW 1 AVE	DANIA BEACH	FL	33004	
SERAFINI VENTURES 2 LLC		1604 SE 10 ST	FORT LAUDER	FL	33316	

SF HOME BUYERS LLC		3101 N FEDERAL HWY STE 606	FORT LAUDER	FL	33306	
SFCLT DANIA I LLC		718 NE 2 AVE	FORT LAUDER	FL	33304	
SHIRD,SHADARYLL LEATRICE		236 NW 7 AVE E	DANIA BEACH	FL	33004	
SIGNORE,PETER ANTHONY III		210 NE 1 CT	DANIA BEACH	FL	33004	
SINGH,PARAMVIR		16074 NE 21 AVE	MIAMI	FL	33162	
SKYLAND PLAZA LLC		2734 POLK ST UNIT F	HOLLYWOOD	FL	33020	
SMITH,MERDEEN JEAN	STEWART,STEVE SEBASTIAN	141 NW 6 AVE	DANIA BEACH	FL	33004	
SMITH,RAYMOND FITZGERALD		2369 RALEIGH ST	HOLLYWOOD	FL	33020	1633
SMITH,TIERENEY K		514 NW 3 TER	DANIA BEACH	FL	33004	2718
SNELL,BERTHA EST		214 NW 7 AVE	DANIA BEACH	FL	33004	2733
SOTO,ROBERT	NATNAT,MICHAEL	324 MISSOURI ST	HOLLYWOOD	FL	33019	
SOUTH FLORIDA HAITIAN	EVANGELICAL BAPTIST CHURCH INC	PO BOX 816	DANIA BEACH	FL	33004	
ST JOSEPH WESLEYAN	METHODIST CHURCH	244 NW 5 AVE	DANIA BEACH	FL	33004	
ST RUTH MISSIONARY	BAPTIST CHURCH INC	PO BOX 698	DANIA BEACH	FL	33004	0698
SUNDAY AND CHERI'S LLC		10721 SW 57 PL	DAVIE	FL	33328	
SWEET VALENTINO LLC		1820 N CORPORATE LAKES BLVD #109	WESTON	FL	33326	
T&S 76 INVESTMENTS LLC		5640 SW 188 AVE	SOUTHWEST F	FL	33332	
TALIAFERRO,SHIRLEY K H/D	JOHNSON,BARBARA EST	210 NW 6 AVE	DANIA BEACH	FL	33004	
TAYLOR,DAVID		3388 NW 22 ST	LAUDERDALE I	FL	33311	
TEMBUK LLC		PO BOX 1720	DANIA BEACH	FL	33004	
THOMAS,AHMAD & ANGEL WARD		246 NW 7 AVE	DANIA BEACH	FL	33004	
TIBREWALA,DEBORAH	TIBREWALA,RAVI SHANKAR	133 NE 2 AVE	DANIA BEACH	FL	33004	4808
TIITF/STATE OF FLORIDA	FORMER MURPHY ACT LAND	DNR DOUGLAS BLDG	TALLAHASSEE	FL	32399	
TISDALE,GEORGE		2316 CODY ST	HOLLYWOOD	FL	33020	1424
TO AND SONS LLC		100 BELMONT LN	NORTH LAUDE	FL	33068	
TORRES FONTANEZ,ARTURO		413 NW 3 TER	DANIA BEACH	FL	33004	
TORRES,HUMBERTO MISAEL	H/E CRUZ,ALEXANDRA H/E ETAL	239 NW 6 AVE	DANIA BEACH	FL	33004	
TREVI CAPITAL LLC		1400 SW 82 TER	NORTH LAUDE	FL	33068	
TRUSLERI LLC		5201 RAVENSWOOD RD STE 114	FORT LAUDER	FL	33312	
VETTORI LLC		38 NE 1 AVE	DANIA BEACH	FL	33004	
VILLAR,MIGUEL & SHANNON G		230 NE 2 AVE #1-2	DANIA BEACH	FL	33004	
VINCENT & ANGELA CANOSA REV TR	CANOSA,VINCENT & ANGELA TRSTEES	4016 N OCEAN DR	HOLLYWOOD	FL	33019	3905
WAKELAND,PATRICK A		509 NW 3 PL	DANIA BEACH	FL	33004	
WILKE,DAVID L	H/E HIKIN,RUTH	113 NE 1 CT	DANIA BEACH	FL	33004	
WILLIAMS,CARLA		230 NW 7 AVE	DANIA BEACH	FL	33004	
WILLIAMS,TAMMIE L		221 NW 4 AVE	DANIA BEACH	FL	33004	
WINDSOR,CLEMENTE & RADIAH		410 NW 3 TER	DANIA BEACH	FL	33004	
WONG,ANGIE YUK NGAN		601 NW 3 TER	DANIA BEACH	FL	33004	
YALE PROPERTIES DEVELOPMENT LLC		2960 NE 207 ST UNIT 913	MIAMI	FL	33180	1453
ZAMBRANO,HUGO		5741 FREEDOM ST	HOLLYWOOD	FL	33021	

EXHIBIT "A"

DESCRIPTION:

BEING ALL OF NW 3RD AVENUE RIGHT-OF-WAY (FORMERLY "EAST RAILROAD AVENUE" BY PLAT), ADJACENT TO LOTS 2, 3 AND 4 (INCLUSIVE) IN BLOCK 2, OF THE PLAT OF "THE TOWN OF MODELO" (NOW DANIA), ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 'B', PAGE 49, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; BOUNDED ON THE SOUTH BY THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 4, AND BOUNDED ON THE NORTH BY THE WESTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 2; SAID LINES TERMINATING AT THE EAST RIGHT-OF-WAY LINE OF FLORIDA EAST COAST RAILWAY, AS SHOWN ON SAID PLAT.
SAID LAND SITUATED IN THE CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA

NOTES:
1. THIS IS NOT A BOUNDARY SURVEY.
2. SKETCH TO ACCOMPANY DESCRIPTION.

REVISION	DATE	BY

SKETCH AND DESCRIPTION

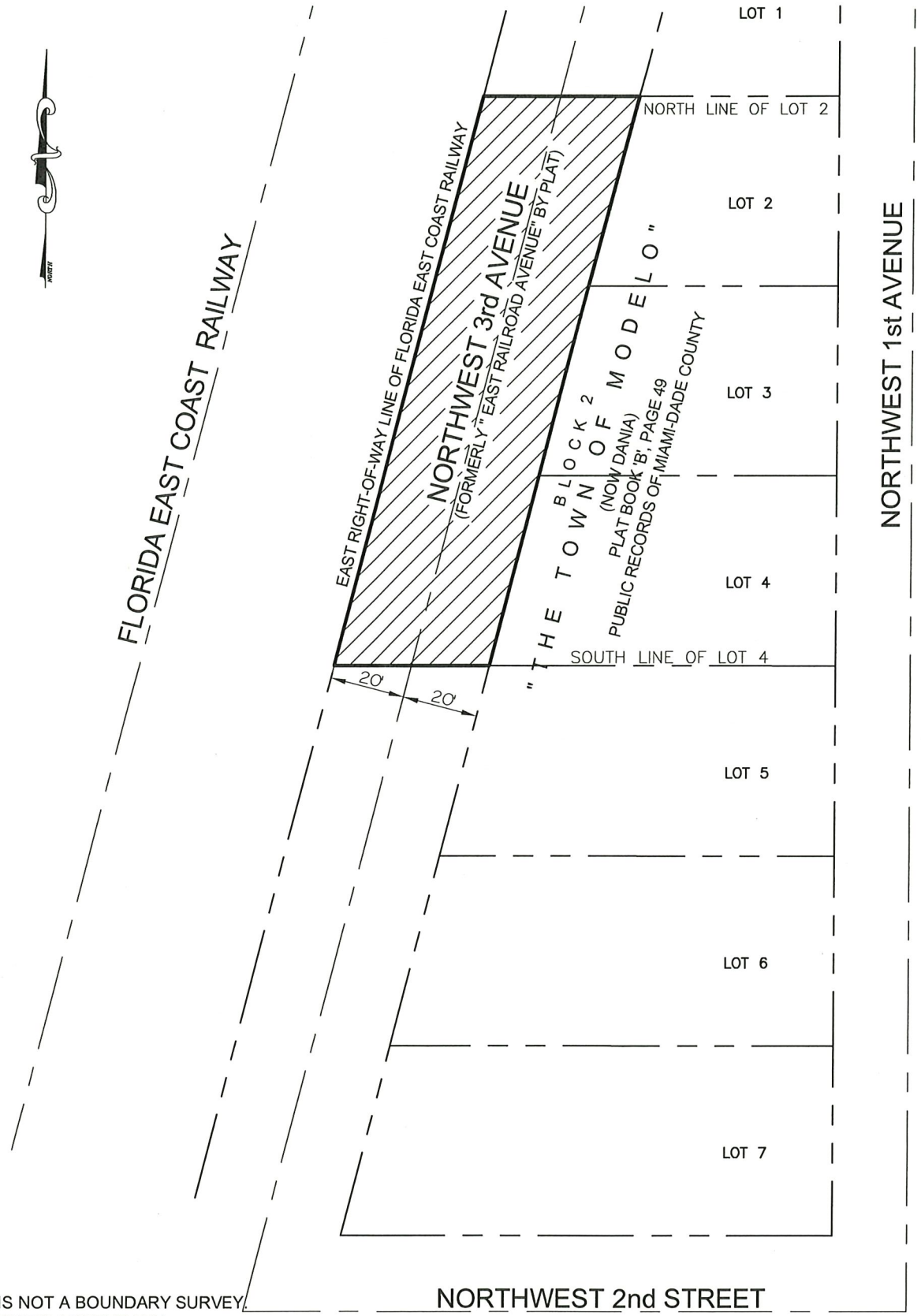
JOB #: RN9415	DATE: 07-08-24
SCALE:1"=40'	SHEET 1 0F 2
DRAWN BY: CM	CHECKED BY: SKS

GIBBS | LAND SURVEYORS
2131 HOLLYWOOD BOULEVARD, SUITE 204, HOLLYWOOD, FL 33020 (954) 923-7660
LICENSED BUSINESS NO. 7018

STATE OF FLORIDA
STEPHEN K SEELEY, FOR THE FIRM
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 4574
NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER

STEPHEN K SEELEY
LICENSE NUMBER
LS4574
Professional Surveyor and Mapper

EXHIBIT "A"



NOTES:

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REVISION	DATE	BY

SKETCH AND DESCRIPTION

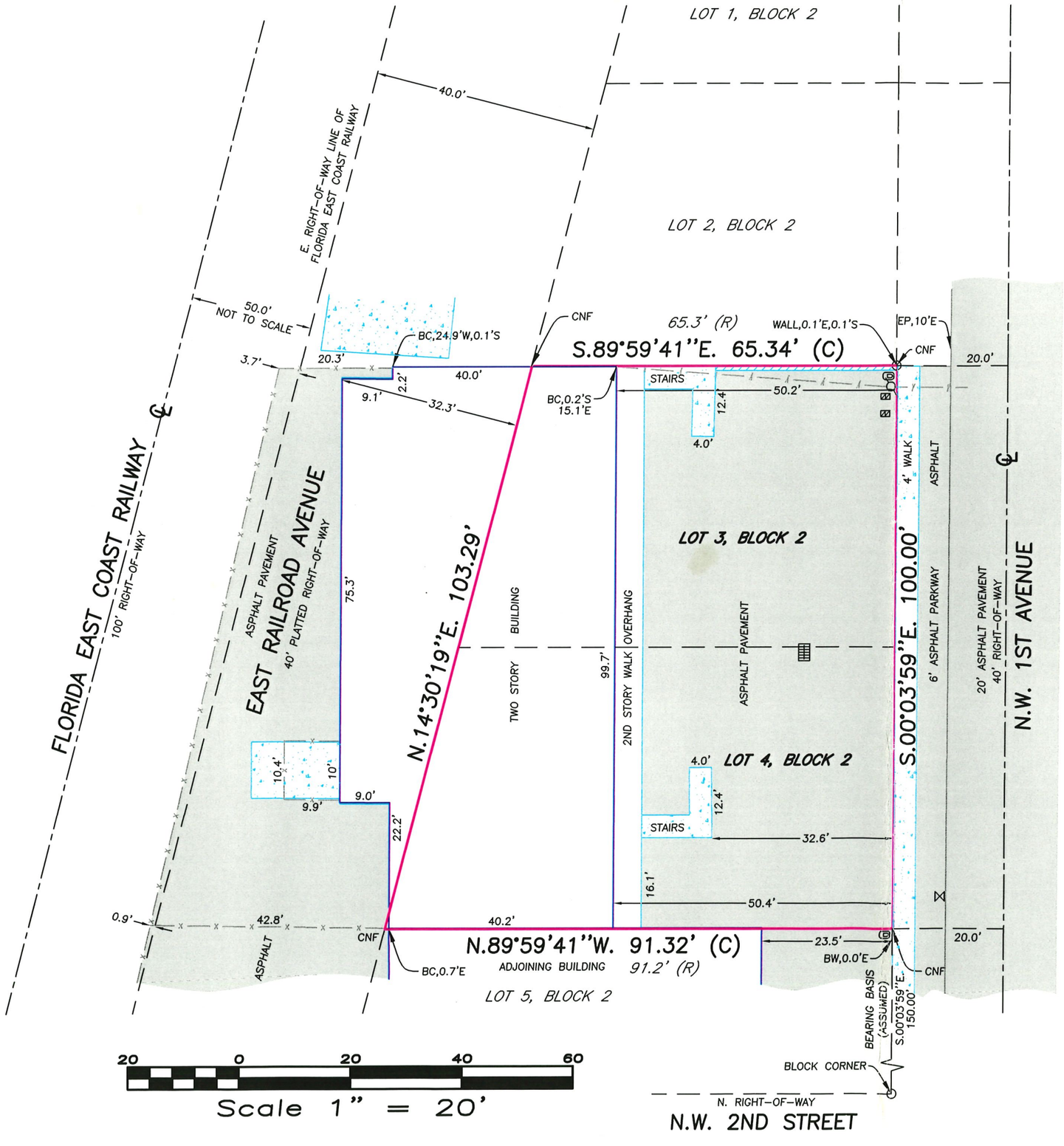
JOB #: RN9415	DATE: 07-08-24
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DRAWN BY: CM	CHECKED BY: SKS

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NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER



LEGAL DESCRIPTION
LOTS 3 AND 4, BLOCK 2, TOWN OF DANIA (ALSO KNOWN AS TOWN OF MODELO), ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK B, PAGE 49, PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

CERTIFIED TO:
NARBLE INC

PROPERTY ADDRESS
213-214 NW 1ST AVENUE
DANIA BEACH, FL 33004

BOUNDARY SURVEY
INVOICE # 42384U
SURVEY DATE 10/23/24

FLOOD ZONE X0.2%
MAP DATE 07/31/24
MAP NUMBER 120034 0567J

LEGEND

- GUY ANCHOR
- WATER METER
- FIRE HYDRANT
- CABLE BOX
- ELECTRIC SERVICE
- POOL EQUIPMENT
- POWER/LIGHT POLE
- SPRINKLER SYSTEM
- CONTROL VALVE
- FP&L BOX
- CATCH BASIN
- CLEAN OUT
- MANHOLE
- WELL
- WATER VALVE
- CONCRETE/CHAT
- ASPHALT PAVEMENT
- BRICK/TILE PAVERS
- WOOD DECK/DOCK
- PROPERTY LINE
- CENTERLINE
- CONCRETE WALL
- METAL FENCE
- WOOD/PVC FENCE
- OVERHEAD WIRES
- 0.00 / 0.00 ELEVATION

ABBREVIATIONS

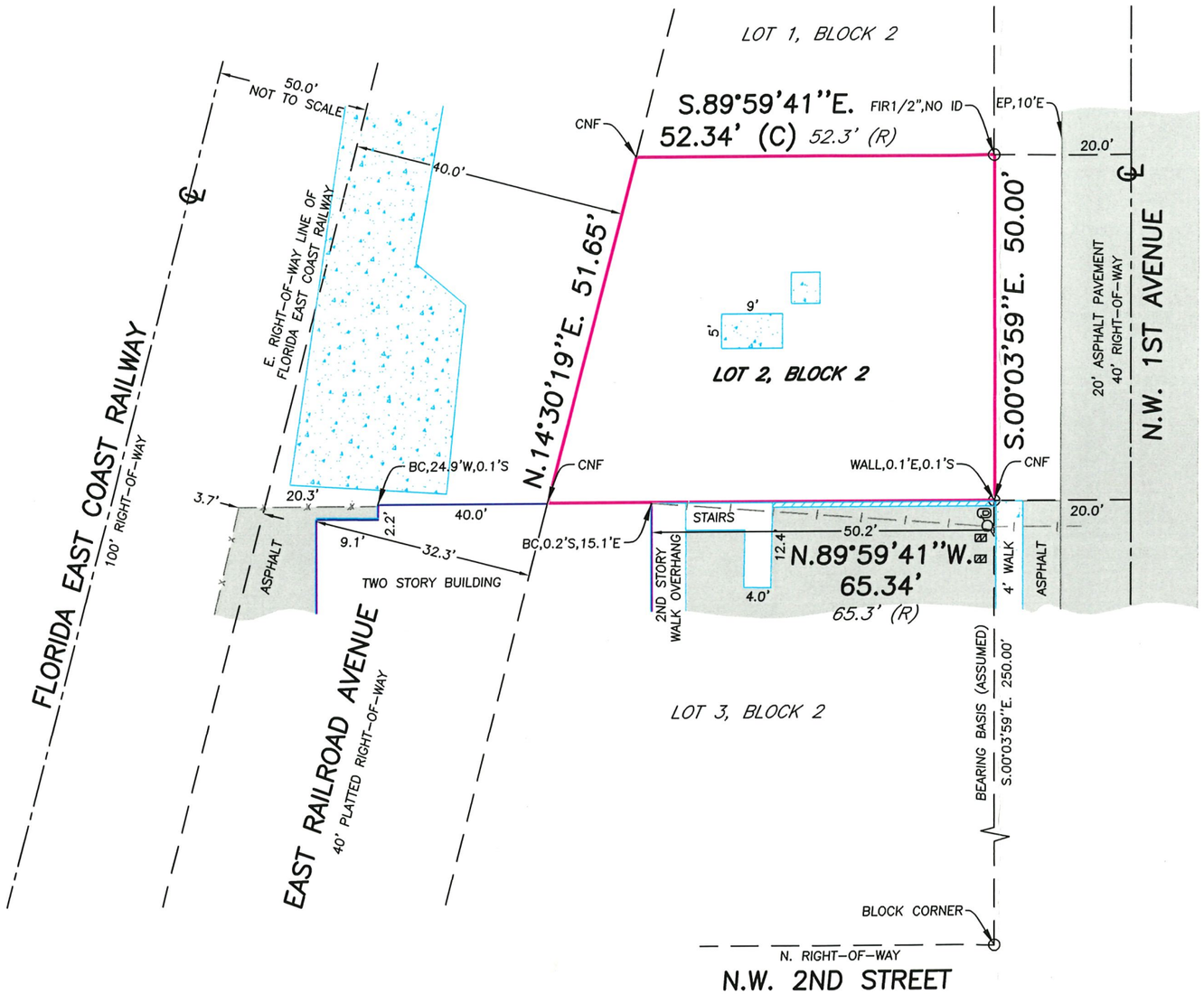
AC	AIR CONDITIONER
AE	ANCHOR EASEMENT
BC	BUILDING CORNER
BM	BENCHMARK
BW	BACK OF WALK
C	CALCULATED
CNF	CORNER NOT FOUND
DE	DRAINAGE EASEMENT
E/F	END/FENCE
EP	EDGE OF PAVEMENT
EW	EDGE OF WATER
F/C	FENCE/CORNER
FF	FINISH FLOOR
F/L	FENCE/LINE
FIP	FOUND IRON PIPE
FIR	FOUND IRON ROD
FN	FOUND NAIL
FN&D	FOUND NAIL & DISC
FN&T	FOUND NAIL & TAB
FP&L	FLORIDA POWER & LIGHT
GAR	GARAGE
GEN	GENERATOR
INSTR	INSTRUMENT
OP	OPEN PORCH
ORB	OFFICIAL RECORD BOOK
M	MEASURED
NTS	NOT TO SCALE
PB	PLAT BOOK
PC	POINT OF CURVATURE
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PG	PAGE
PRC	POINT OF REVERSE CURVE
PRM	PERMANENT REFERENCE MONUMENT
PT	POINT OF TANGENCY
R	RECORD
RAD	RADIAL
RW	RIGHT-OF-WAY
SN&D	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. LEGAL DESCRIPTION PROVIDED BY CLIENT OR PROPERTY APPRAISER WEBSITE.
3. THE LANDS SHOWN HEREON WERE NOT ABSTRACTED BY THIS OFFICE FOR EASEMENTS, RIGHT-OF-WAYS, OWNERSHIP OR OTHER INSTRUMENTS OF RECORD.
4. UNDERGROUND OR INTERIOR PORTIONS OF FOOTINGS, FOUNDATIONS, WALLS OR OTHER NON-VISIBLE IMPROVEMENTS WERE NOT LOCATED.
5. ELEVATIONS ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 UNLESS OTHERWISE INDICATED ON SKETCH.
6. FLOOR ELEVATION OBTAINED FROM MAIN ENTRY WAY OF STRUCTURE 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 SCALED POSITIONS.
9. THE DIMENSIONS AND DIRECTIONS SHOWN HEREON ARE IN SUBSTANTIAL AGREEMENT WITH RECORD VALUES UNLESS OTHERWISE NOTED.
10. Pparty WALLS ARE CENTERED ON PROPERTY LINE AND ARE 0.7' WIDE UNLESS OTHERWISE NOTED.
11. EXISTING CORNERS FOUND OFFSETS WITNESS PROPERTY CORNERS
12. OBSTRUCTED CORNERS ARE WITNESSED BY IMPROVEMENTS.
13. NO ATTEMPT WAS MADE TO LOCATE WRITTEN OR UNWRITTEN EASEMENTS OR RIGHTS-OF-WAY, OTHER THEN 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



20 0 20 40 60

Scale 1" = 20'

LEGAL DESCRIPTION
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CERTIFIED TO:
SUNDAY AND CHERI'S LLC

PROPERTY ADDRESS
225 NW 1ST AVENUE
DANIA BEACH, FL 33004

BOUNDARY SURVEY
INVOICE # 41689U
SURVEY DATE 10/23/24

FLOOD ZONE X0.2%
MAP DATE 07/31/24
MAP NUMBER 120034 0567J

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LEGEND

- GUY ANCHOR
- WATER METER
- FIRE HYDRANT
- CABLE BOX
- ELECTRIC SERVICE
- POOL EQUIPMENT
- POWER/LIGHT POLE
- SPRINKLER SYSTEM
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Sunrise, FL 33325
P: 954.587.2100 E: info@acsiweb.net

Florida East Coast
RAILWAY

October 13, 2025

Via Certified Mail / Return Receipt Requested and email

Coker & Feiner, P.A.
Attn: Rod A. Feiner, Esq.
1133 Southeast Fourth Andrews Avenue
Fort Lauderdale, Florida 33316-1119

Re: Objection to Opposition Proposed Vacation of Right-of-Way at 213–217 N.W. 1st Avenue, Dania Beach, Florida

Dear Mr. Feiner:

Please be advised that Florida East Coast Railway, LLC ("FEC"), as the record owner of property adjacent to the right-of-way located to the west of the parcel owned by Mr. Sunday Scura Jr., hereby formally **objects** to the proposed vacation of the right-of-way referenced in your correspondence dated October 8, 2025.

FEC has reviewed the subject matter and determined that the right-of-way in question is essential for the continued use, access, and maintenance of property under the ownership or control FEC. The right-of-way provides for essential operational and safety functions that would be adversely affected should the City of Dania Beach approve the requested vacation.

Accordingly, FEC respectfully opposes the proposed vacation and respectfully requests that the City of Dania Beach **deny** the pending petition submitted by or on behalf of Mr. Scura. Alternatively, FEC requests that, in lieu of vacation, the City of Dania Beach sell the subject property to FEC.

FEC further requests that this written objection be incorporated into the administrative record for any and all proceedings, hearings, or considerations before the City Commission of the City of Dania Beach concerning this matter.

Please direct any future correspondence or inquiries regarding this matter to the undersigned at the address indicated below.

Respectfully submitted,

Elizabeth Cuevas
Corporate Counsel

7150 Philips Highway, Jacksonville, Florida 32256
(904) 538-6091

If you do have objections or questions with regard to the vacation request please send this completed letter and/or your objections or questions to the following:

Coker & Feiner
1133 Southeast 4th Ave.
Ft. Lauderdale, FL 33316
Attn: Rod A. Feiner, Esq.
E-mail: rafeiner@coker-feiner.com

City of Dania Beach
100 W Dania Beach Blvd
Dania Beach, FL 33004
Attn: Viviana Batista
E-mail: cbatista@daniabeachfl.gov

Thank you very much for your consideration of this item.

Sincerely,

Rod A. Feiner, Esq.
FOR THE FIRM

Response to Request

Florida East Coast Railway hereby:

_____ supports the application to vacate the right-of-way
_____ objects to the application to vacate the right-of-way

STATE OF Florida :)
COUNTY OF Duval :)

The foregoing instrument was acknowledged before me this 14 day of October, 2025, by means of ☒ physical presence or ☐ online notarization, by Elizabeth Cuevas, as Corporate Counsel of Florida East Coast Railway. Such person is X personally known to me or ___ who has produced _____ as identification.

JESSICA MERCER
Notary Public-State of Florida
Commission # HH 460176
My Commission Expires
January 27, 2028

Jessica Mercer
Notary Public
Name: Jessica Mercer
Commission Expires: 1/27/2028

City of Dania Beach
Community Development Memorandum

DATE: 2/10/2026

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, MURP, AICP, Deputy Director
Claudia Viviana Batista, Planning and Zoning Manager

SUBJECT: **TX-046-25:** The applicant, the City of Dania Beach, is requesting a text amendment to modify Certified Recovery Residences definitions and to include the zoning district use regulations in the City's Land Development Code (LDC) in accordance with State Law. (Second Reading).

Request:
To adopt the Ordinance, amending the City's Land Development Code to incorporate regulations for a certified recovery residence consistent with state law, effective July 1, 2025.

Public Hearing Notice
This item was duly advertised, posted, and noticed pursuant to Article 610 of the LDC.

Background:
Senate Bill 954, recently passed, requires local governments to implement certain procedures for handling and processing certified recovery residences requests by January 1, 2026. With this Code amendment, the City of Dania Beach City Code of Ordinances will provide a clear description of the use and zoning districts that allow this activity.

The state law amended Florida Statutes Section 397.487, which now provides a requirement that cities adopt procedures for the review and approval of certified recovery residences. Additionally, the City, in compliance with state law, seeks to include Certified Recovery Residences into the City's use regulations for the following zoning districts:

Neighborhood Mixed-Use	NBHD-MU
Multiple-Family (10 du/ac) Residential District	RM
Multiple-Family (16 du/ac) Residential District	RM-1
Multiple-Family (25 du/ac) Residential District	RM-2

This Text Amendment will require two public hearings by the City Commission.

Staff Analysis

The Planning and Zoning Staff has worked with the City Attorney's office to draft the use definition and zoning districts Text Amendment. The proposed Text Amendment will provide a clear definition for Certified Recovery Residences and the districts permitted for its operation in the City's Land Development Code.

This amendment differs from the regulations for Certified Recovery Residences established by state law by providing a clear description of the use and the zoning districts where the use is permitted by right. This amendment will establish the definition and specify the districts where the use is permitted by right and those where a reasonable accommodation is required.

Previous Action:

Planning and Zoning Board

The Planning and Zoning Board met on December 17, 2025, and unanimously recommended that the City Commission approve the ordinance.

City Commission

On January 13, 2026, the City Commission approved this item on first reading.

Budgetary Impact

None.

Recommendation

The Community Development Department is recommending that the City Commission approve the ordinance on second and final reading.

ORDINANCE 2026-____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 28, ENTITLED "LAND DEVELOPMENT CODE"; AT ARTICLE 725, ENTITLED "DEFINITIONS," TO AMEND SECTION 725-30, ENTITLED "TERMS DEFINED", TO INCLUDE THE DEFINITION FOR CERTIFIED RECOVERY RESIDENCE; AND AMENDING PART 1, ENTITLED "USE REGULATIONS", ARTICLE 105, ENTITLED "USE REGULATIONS FOR RESIDENTIAL AND OPEN SPACE ZONING"; AMENDING ARTICLE 110. USE REGULATIONS FOR COMMERCIAL AND MIXED-USE DISTRICTS, AT SECTION 110-20, ENTITLED "LIST OF PERMITTED, SPECIAL EXCEPTION AND PROHIBITED USES"; AND AMENDING PART 3, ENTITLED "SPECIAL ZONING DISTRICTS", SUB-PART 1, ENTITLED "COMMUNITY REDEVELOPMENT AREA (CRA) FORM-BASED ZONING DISTRICTS", AT ARTICLE 302 ENTITLED "DETAILED USE REGULATIONS"; AT SECTION 302-10, ENTITLED "PERMITTED, SPECIAL EXCEPTION AND PROHIBITED USES" TO INCLUDE ZONING DISTRICT USE REGULATIONS FOR CERTIFIED RECOVERY RESIDENCES, IN ORDER TO UPDATE THE CITY CODE CONSISTENT WITH STATE LAW UNDER "LAW OF FLORIDA 2025-182", EFFECTIVE JANUARY 1, 2025; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on July 1, 2025, the City adopted Law of Florida 2025-182, which created regulations relating to reasonable accommodation for certified recovery residences and requiring cities to not discriminate against Certified recovery residences and, if applicable, include the use in the City's schedule of permitted, unpermitted, and special exception tables; and

WHEREAS, the City, in compliance with state law, seeks to include certified recovery residences into the City's use regulations for residential and open space zoning districts and within the CRA form-based zoning districts.

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

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

Section 2. That Chapter 28 entitled the "Land Development Code" : Part I, entitled "Use Regulations", at Article 105, entitled "Use Regulations For Residential And Open Space Zoning Districts"; at Section 105-20 entitled "List of residential and open space districts permitted, special exception and prohibited uses," is amended as follows:

CHAPTER 28

LAND DEVELOPMENT CODE

PART 1. USE REGULATIONS

* * *

ARTICLE 105 – USE REGULATIONS FOR RESIDENTIAL AND OPEN SPACE ZONING DISTRICTS

* * *

Sec. 105-20. List of residential and open space districts permitted, special exception and prohibited uses.

Legend P - Permitted P(#) - Permitted subject to numbered footnote A - Permitted accessory use only SE - Permitted special exception use only NP - Not permitted **USES**	Estate	RS-18000, RS-12000	RS-8000, RS-6000	RD-8000	NBHD-RES	RM	RM-1	RM-2	PRD-1 (see section 105-220)	RMH	OS
Academic schools	SE	SE	SE	SE	SE	SE	SE	SE	NP	SE	NP
Agriculture [subject to section 105-180]	P	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP
Cluster—Single-family	NP	NP	NP	NP	NP	NP	NP	NP	P	NP	NP
Community garden/urban farm [subject to section 105-230]	P	P	P	P	P	P	P	P	P	P	P
Community residential home type 1 [subject to section 105-170]	P	P	P	P	P	P	P	P	P	P	NP
Community residential home type 2 [subject to section 105-170]	NP	NP	NP	NP	NP	P	P	P	P	NP	NP
Certified Recovery Residences	NP	NP	NP	NP	NO	P	P	P	NP	NP	NP

Section 3. That Chapter 28 entitled the "Land Development Code", Part 3, entitled "Special Zoning Districts", Sub-Part 1, entitled "Community Redevelopment Area (CRA) Form-Based Zoning Districts, at Article 302 entitled "Detailed Use Regulations"; at Section 302-10, entitled "Permitted, special exception and prohibited uses", is amended as follows:

CHAPTER 28

LAND DEVELOPMENT CODE

* * *

PART 3. SPECIAL ZONING DISTRICTS.

SUBPART 1. - COMMUNITY REDEVELOPMENT AREA (CRA) FORM-BASED ZONING DISTRICTS

* * *

ARTICLE 302. DETAILED USE REGULATIONS

Sec. 302-10. Permitted, special exception and prohibited uses.

Legend: P = Permitted SE = Special Exception use (#) = Permitted subject to the restriction in section 302-20 having the same number that is within the parentheses NP - Not permitted Abbreviations: EDBB = East Dania Beach Boulevard SFED = South Federal Highway		Districts							
		City Center	EDBB-MU		SFED-MU		GTWY-MU	NBHD-MU	NBHD-RES
			Principal Street Frontage						
			EDBB	Other streets	S. Fed. Hwy	Other Streets			
	MIXED USE [subject to section 302-40]								
	Mixed residential and commercial use	P	P	P	P	P	P	P	NP
	OPEN SPACE [subject to article 312]								
	Accessory uses	P	P	P	P	P	P	P	P
	Parks	P	P	P	P	P	P	P	P
	Plazas	P	P	NP	P	NP	P	P	NP
	Pocket parks	P	P	P	P	P	P	P	NP
	Tot lots	P	P	P	P	P	P	P	P
	Urban agricultural gardens	SE	NP	SE	NP	SE	NP	NP	SE
	RESIDENTIAL								
	Accessory uses	P	P	P	P	P	P	P	P
	Apartments, ground story	(2)	NP	(2)	(2)	(2)	(2)	(2)	(2)
	Apartments, upper story	P	P	P	P	P	P	P	(2)

	Community residential home - type 1; up to 6 residents (see section 725-30 for definition) (subject to section 105-170)	NP	NP	NP	NP	NP	NP	NP	P
	Community residential home - type 2; 7—14 residents (see section 725-30 for definition) (subject to section 105-170)	(3)	NP	(3)	(3)	(3)	(3)	NP	NP
	Certifies Residential Care Facility	NP	NP	NP	NP	NP	P	NP	NP

Section 4. If any section, clause, sentence, or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 5. That all ordinances or part of ordinances in conflict with the provisions of the Ordinance are repealed.

Section 6. It is the intention of the Mayor and City Commission of the City of Dania Beach, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of the City of Dania Beach, Florida. The sections of this ordinance may be renumbered or re-lettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

Section 7. That this ordinance be codified in the City's code of ordinances, at the Land Development Code section, Chapter 28 by Municode Corporation.

Section 8. That this Ordinance shall be effective 10 days after passage on second reading.

SIGNATURES ON THE FOLLOWING PAGE

PASSED on first reading on January 13, 2026.

PASSED AND ADOPTED on second reading on _____, 2026.

First Reading:
Motion by: Commissioner Lewellen

Second by: Commissioner Rimoli

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

Order ID: 7910883

* Agency Commission not included

GROSS PRICE * : $307.50

PACKAGE NAME: SSC_Notice of Public Meeting

Order ID: 7910883

* Agency Commission not included

GROSS PRICE * : **$307.50**

PACKAGE NAME: SSC_Notice of Public Meeting

Product(s): Sun Sentinel, Affidavit, Floridapublicnotices.com, Classified.ss.com_Legal
AdSize(s): 2 Column
Run Date(s): Friday, December 26, 2025
Zone: Full Run
Color Spec. B/W

Preview

NOTICE OF PUBLIC HEARING
CITY OF DANIA BEACH, FLORIDA

A Public Hearing will be conducted by the City of Dania Beach City Commission on the following date to consider the following application:

DATE: Tuesday, January 13, 2026
TIME: 7:00 p.m. or as soon thereafter as the same may be heard
PLACE: City Commission Chambers
Dania Beach City Hall
100 West Dania Beach Blvd.
Dania Beach, FL 33004

SUBJECT: TX-046-25: The applicant, the City of Dania Beach, is requesting a text amendment to modify Certified Recovery Residences definitions and to include the zoning district use regulations in the City's Land Development Code (LDC) in accordance with State Law. (First Reading)

The following is the proposed Ordinance of the matter:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 28, ENTITLED "LAND DEVELOPMENT CODE"; AT ARTICLE 725, ENTITLED "DEFINITIONS," TO AMEND SECTION 725-30, ENTITLED "TERMS DEFINED", TO INCLUDE THE DEFINITION FOR CERTIFIED RECOVERY RESIDENCE; AND AMENDING PART 1, ENTITLED "USE REGULATIONS", ARTICLE 105, ENTITLED "USE REGULATIONS FOR RESIDENTIAL AND OPEN SPACE ZONING"; AMENDING ARTICLE 110. USE REGULATIONS FOR COMMERCIAL AND MIXED-USE DISTRICTS, AT SECTION 110-20, ENTITLED "LIST OF PERMITTED, SPECIAL EXCEPTION AND PROHIBITED USES"; AND AMENDING PART 3, ENTITLED "SPECIAL ZONING DISTRICTS", SUB-PART 1, ENTITLED "COMMUNITY REDEVELOPMENT AREA (CRA) FORM-BASED ZONING DISTRICTS", AT ARTICLE 302 ENTITLED "DETAILED USE REGULATIONS"; AT SECTION 302-10, ENTITLED "PERMITTED, SPECIAL EXCEPTION AND PROHIBITED USES" TO INCLUDE ZONING DISTRICT USE REGULATIONS FOR CERTIFIED RECOVERY RESIDENCES, IN ORDER TO UPDATE THE CITY CODE CONSISTENT WITH STATE LAW UNDER "LAW OF FLORIDA 2025-182", EFFECTIVE JANUARY 1, 2025; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Copies of the proposed requests or applicable information are available online. For more information, please call the Planning Division at (954) 924-6805 Ext. 3654 and staff will direct you to the online project information.

Please be advised that if a person decides to appeal any decision made by Local Planning Agency, the Planning and Zoning Board or the City Commission with respect to any matter considered at this hearing, such person will need a verbatim record of the proceedings and for this purpose such person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to based. The City does not provide or prepare such record pursuant to F.S. 286.0105.

Order ID: 7910883

* Agency Commission not included

GROSS PRICE * : $307.50

PACKAGE NAME: SSC_Notice of Public Meeting

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 West Dania Beach Boulevard, Dania Beach, Florida 33004, (954) 924-6800 Ext. 3624, at least 48 hours prior to the meeting.

Application Information
Project: Text Amendments
Application Site: City Wide
Request: To request a text amendment to modify Certified Recovery Residences definitions and to include the zoning district use regulations in the City's Land Development Code (LDC) in accordance with State Law.
Hearing Date & Time: January 13, 2026 at 7:00 PM
Hearing Location: City Commission Chambers, Dania Beach City Hall, 100 West Dania Beach Blvd
Contact Information: Claudia Viviana Batista, PZ Manager, 954-924-6805 Ext. 3654
12/26/2025 7910883

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)*

Date Rec'd: 10/27/25

Petition No.: TX-046-25

THIS APPLICATION WILL NOT BE ACCEPTED UNTIL IT IS COMPLETE AND SUBMITTED WITH ALL NECESARRY 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: 100 W DANIA BEACH BLVD

Lot(s): _____ Block: _____ Subdivision: _____

Recorded Plat Name: _____

Folio Number(s): _____ Legal Description: _____

Applicant/Consultant/Legal Representative **(circle one)** CITY OF DANIA BEACH

Address of Applicant: 100 W DANIA BEACH BLVD

Business Telephone: _____ Home: _____ Fax: _____

E-mail address: _____

Name of Property Owner: CITY OF DANIA BEACH

Address of Property Owner: 100 W DANIA BEACH BLVD

Principal Member(s)/Responsible Party: _____

Business Telephone: _____ Home: _____ Fax: _____

Explanation of Request: Text amend to modify Certified Recovery Residences definition to include the zoning district use regulations
*Please provide proposed **Plat Name** & **Criteria Statement** as required by the City's **Land Development Code.***

Prop. Net Acreage: _____ Gross Acreage: _____ Prop. Square Footage: _____

Existing Use: _____ Proposed Use: _____

Is property owned individually, by a corporation, association, or a joint venture? _____

AUTHORIZED REPRESENTATIVE

I/we are fully aware of the request being made to the City of Dania Beach. If I/We are unable to be present, I/we hereby authorize _____ (individual/firm) to represent me/us in all matters related to this application. I/we hereby acknowledge that the applicable fee was established to offset administrative costs and is not refundable.

I/we are fully aware that all approvals automatically expire within 12 months of City of Dania Beach Planning and Zoning Board or City Commission approval, or pursuant to the expiration timeframe listed in Part 6 of the Dania Beach Land Development Code.

STATE OF FLORIDA
COUNTY OF BROWARD
The foregoing instrument
Was acknowledged

By: _____
(Owner / Agent signature*)

BEFORE ME THIS 4th **DAY OF** December, **20** 25

By:

Eleanor Norena
(Print name of person acknowledging)

_____
(Joint owner signature if applicable)

Notary _____
(Signature of Notary Public – State of Florida. **)**

IBEL LARIOS IBARGUEN
Notary Public - State of Florida
Commission # HH 665928
My Comm. Expires Apr 17, 2029
Bonded through National Notary Assn.

Personally known X **or Produced Identification** _____

Type of identification produced: _____ **or Drivers License** _____

***If joint ownership, both parties must sign. If partnership, corporation or association, an authorized officer must sign on behalf of the group. A notarized letter of authorization from the owner of record must accompany the application if an authorized agent signs for the owner(s).**

NO APPLICATION WILL BE AUTOMATICALLY SCHEDULED FOR A MEETING.

ALL APPLICATIONS MUST BE DETERMINED COMPLETE BY STAFF BEFORE PROCESSING OCCURS.

City of Dania Beach
Community Development Memorandum

DATE: 2/10/2026

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, MURP, AICP, Deputy Director
Claudia Viviana Batista, Planning and Zoning Manager

SUBJECT: **TX-038-25:** The applicant, the City of Dania Beach, is requesting a text amendment to modify reasonable accommodation regulations in the City's Land Development Code (LDC) in accordance with State Law. (Second Reading).

Request:
To adopt the Ordinance, amending the City's Land Development Code to amend regulations for a certified recovery residence consistent with state law.

Public Hearing Notice
This item was duly advertised, posted, and noticed pursuant to Article 610 of the LDC.

Background:
On January 25, 2022, the City of Dania Beach adopted Ordinance 2022-007, which created a reasonable accommodation process for a recognized disability under federal law that would create a use not permitted in a zoning district. Three years later, on July 1, 2025, the state adopted Law of Florida 2025-182 (formerly Senate Bill 954), which created regulations relating to reasonable accommodation for certified recovery residences. The new state law amended Florida Statutes Section 397.487, which now provides a requirement that cities adopt procedures for the review and approval of certified recovery residences, including a process for requesting reasonable accommodations from land use regulations that otherwise prohibit such establishments.

The state law amendment requires that the City's procedures for a reasonable accommodation be consistent with state and federal law; establishes a written application process; requires the local government to date-stamp each application upon receipt, and request additional information within 30 days if required, giving 30 days for such response; requires final written determination within 60 days which either approves in whole or part, with or without conditions, or denies the request, stating with specificity the objective reasons for denial and process for reconsideration; requires that an application which does not receive final determination within 60 days is deemed approved unless the parties agree to extension; and requires the application to include the name and contact information of the applicant, the property address and parcel identification number,

and a description of any accommodation requested; and

Additionally, the City may establish additional requirements for the review or approval of reasonable accommodation requests, but may not require public hearings beyond the minimum required by law to grant the requested accommodation. The City may also include provisions for the revocation of a granted accommodation for cause, such as a violation of conditions or failure to maintain certification. The state law amendment also clarifies that the City's procedures cannot supersede covenants and restrictions related to condominium or homeowners' associations. The City seeks to update its code relating to a reasonable accommodation to specifically comply with the update in state law.

This ordinance would work in conjunction with the companion ordinance, which establishes in which zoning districts the certified recovery residence use can be utilized. If the use is proposed for a district in which the use is not authorized, the state requires a pubic hearing under a reasonable accommodation procedure. The City's reasonable accommodation procedure is being updated to be consistent with the new state law, effective January 1, 2026.

This Text Amendment will require two public hearings by the City Commission.

Staff Analysis

The Planning and Zoning Staff has worked with the City Attorney's office to draft the adoption of Law of Florida 2025-182 (formerly Senate Bill 954), proposed Text Amendment to update the City's Land Development Code by amending the regulations relating to reasonable accommodation for Certified Recovery Residences and making them consistent with recent legislative changes in state law.

This Text amendment differs from the definition and zoning districts by providing an update to the language on how this process takes place and adopting the procedures established by the State of Florida.

Previous Action:

Planning and Zoning Board
The Planning and Zoning Board met on December 17, 2025, and unanimously recommended that the City Commission approve the ordinance.

City Commission
On January 13, 2026, the City Commission approved this item on first reading.

Budgetary Impact

None.

Recommendation

The Community Development Department is recommending that the City Commission approve the ordinance on second and final reading.

ORDINANCE 2026-____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 28, ENTITLED "LAND DEVELOPMENT CODE"; AT PART 1, ENTITLED "USE REGULATIONS", ARTICLE 105, ENTITLED "USE REGULATIONS FOR RESIDENTIAL AND OPEN SPACE ZONING", TO MODIFY SECTION 105-250, ENTITLED "REASONABLE ACCOMMODATION PROCEDURES," TO UPDATE THE CITY'S REASONABLE ACCOMMODATION PROCURES RELATING TO RECOVERY CENTERS, ENSURING WRITTEN APPLICATION; 60 DAY REVIEW PROCESS; AND UPDATING THE CITY CODE CONSISTENT WITH STATE LAW UNDER "LAW OF FLORIDA 2025-182", EFFECTIVE JANUARY 1, 2025; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on January 25, 2022, the City of Dania Beach adopted Ordinance 2022-007, which created a reasonable accommodation process for a recognized disability under federal law that would create a use not permitted in a zoning district; and

WHEREAS, on July 1, 2025, the State Law of Florida 2025-182, which created regulations relating to reasonable accommodation for certified recovery residences to be effective on January 1, 2026,; and

WHEREAS, the new state law amended Florida Statutes Section 397.487, which now provides a requirement that cities adopt procedures for the review and approval of certified recovery residences, including a process for requesting reasonable accommodations from land use regulations that otherwise prohibit such establishment; and

WHEREAS, the amendment requires that the City's procedures for a reasonable accommodation be consistent with state and federal law; establishes a written application process; requires the local government to date-stamp each application upon receipt, and request additional information within 30 days if required, giving 30 days for such response; requires final written determination within 60 days which either approves in whole or part, with or without conditions, or denies the request, stating with specificity the objective reasons for denial and process for reconsideration; requires that an application which does not receive final determination within 60 days is deemed approved unless the parties agree to extension; and requires the application to

include the name and contact information of the applicant, the property address and parcel identification number, and a description of any accommodation requested; and

WHEREAS, additionally, the City may establish additional requirements for the review or approval of reasonable accommodation requests, but may not require public hearings beyond the minimum required by law to grant the requested accommodation; and

WHEREAS, the City may also include provisions for the revocation of a granted accommodation for cause such as a violation of conditions or failure to maintain certification; and

WHEREAS, the state law amendment also clarifies that the City's procedures cannot supersede covenants and restrictions related to condominium or homeowners' associations; and

WHEREAS, the City seeks to update its code relating to a reasonable accommodation to specific comply with the update in state law.

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

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

Section 2. That Chapter 28 entitled the "Land Development Code"; Part 3, "Special Zoning Districts,"

CHAPTER 28

LAND DEVELOPMENT CODE

* * *

PART 1. USE REGULATIONS

* * *

ARTICLE 105. USE REGULATIONS FOR RESIDENTIAL AND OPEN SPACE ZONING.

* * *

Sec. 105-250. Reasonable accommodation procedures.

(A) Compliance with federal law. This section implements the policy of the city for the processing of requests for reasonable accommodation related to its ordinances, rules, policies, and procedures for persons with disabilities, or a provider of services to the disabled, as provided by the Federal Fair Housing Amendments Act (42 U.S.C. 3601, et seq.) ("FHA") and Title II of the Americans with Disabilities Act (42 U.S.C. Section 12131 et seq.) ("ADA"). For purposes of this section, a "disabled" individual or person is an individual who qualifies as disabled under the FHA, ADA or both. Any person who is disabled or a provider of services to the disabled qualifying for

a reasonable accommodation may request a reasonable accommodation with respect to the city's land use and zoning laws, rules, policies, practices and procedures as provided by the FHA and the ADA pursuant to the procedures set out in this section. The purpose of a reasonable accommodation is to modify a specific city requirement to ensure an individual with a disability has an equal opportunity to use and enjoy a dwelling. The City's regulation for which the applicant is seeking a reasonable accommodation does not facially discriminate against or otherwise disparately impact the applicant. Certified recovery centers may apply for a reasonable accommodation, regardless of zoning district consistent with the requirements of this section.

(B) Application. A request by an applicant for reasonable accommodation under this section shall be made in writing by completion of an application and submittal of a written statement relating to the reasonable accommodation request, which application (and shall be submitted to) the community development department (the "department"). The reasonable accommodation statement shall contain such information and as is necessary for processing the application and submittal of a written statement related to a reasonable accommodation request. If an eligible individual needs assistance to make a request for an accommodation, the department will provide assistance, including, but not limited to, transcribing a verbal request into a written request. The application must be date-stamped upon receipt by the City. The city must request additional information within 30 days of the completed application, based upon the date stamped and completed application. If required, the Applicant shall be provided 30 days for such response. The application shall be available at the department and online on the city's website, and shall include, at a minimum:

(1) The name and contact information of the applicant or the applicant's authorized representative;

(2) The property address and parcel identification number; and

(3) A description of the accommodation requested and the specific regulation or policy from which relief is sought.

(C) Medical Information. Should the information provided by the applicant to the city include medical information or records, including records indicating the medical condition, diagnosis or medical history of the disabled individual or his/her clientele, such individual may, at the time of submitting such medical information, request that the city, to the extent allowed by law, treat such medical information as confidential information of the disabled individual or his/her clientele. The city shall thereafter endeavor to provide written notice to the disabled individual or the disabled clientele of the applicant, representative or both, of any request received by the city for disclosure of the medical information or documentation which the disabled individual has previously requested to be treated as confidential. The city will cooperate with the applicant or disabled individual to the extent allowed by law, in actions initiated by such individual to oppose the disclosure of such medical information or documentation, but the city shall have no obligation to initiate, prosecute or pursue any such action, or to incur any legal or other expenses (whether by retention of outside counsel or allocation of internal resources) in connection therewith, and may comply with any judicial order without prior notice to the applicant or disabled individual.

(D) Public Hearing. When a complete reasonable accommodation application has been submitted to the department, it will be referred to a city special magistrate who shall have the authority to consider and act on requests for reasonable accommodation, after notice and hearing in accordance with article 610 of the Land Development Code of the city. The department may evaluate the application and prepare a staff report to address the factors listed in subsection (E) and is authorized to recommend such conditions as may be determined to be necessary to grant a reasonable accommodation given the context of the application. The special magistrate shall consider the request form, the staff report, if applicable, and any other relevant testimony or evidence concerning the request for a reasonable accommodation.

(E) Deadline for Review of Completed Written Application. The request for a reasonable accommodation shall have a final written determination on the application within 60 days of receipt of a completed application, and shall be placed on the docket to be heard by the special magistrate within forty-five (45) days of receipt of the complete reasonable accommodation request form. A written determination conforming to the decision of the special magistrate shall be issued within fifteen (15) days of the completed hearing and may, in accordance with federal law:

(1) Grant the accommodation request - approve the request, in whole or in part, with or without conditions;

(2) Grant a portion of the request and deny a portion of the request, or impose conditions upon the grant of the request or both; or

(3) Deny the request, in accordance with federal law.

Any such denial shall be in writing and shall state the grounds for the denial. All written determinations shall give notice of the right to appeal. The notice of determination shall be sent to the requesting party (i.e., the disabled individual or his/her representative) by certified mail, return receipt requested. If a final written determination is not issued within 60 days after receipt of a completed application, the request is deemed approved unless the parties agree in writing to a reasonable extension of time.

~~If reasonably necessary to reach a determination on the request for reasonable accommodation, the special magistrate may, prior to the end of the meeting at which the request is considered, request additional information from the requesting party, specifying in sufficient detail what information is required. The requesting party shall have fifteen (15) days after the date of the request for additional information to provide the requested information to the department. In the event a request for additional information is made, the Department shall have an additional (45) forty-five-day period after the receipt of the additional information to set a second hearing before the special magistrate and a written determination shall be issued within fifteen (15) days after the second hearing. If the requesting party fails to provide the requested additional information within the (15) fifteen-day period, a written notice will be issued advising that the requesting party had failed to timely submit the additional information, and therefore the request for reasonable accommodation shall be deemed abandoned or withdrawn and no further action by the city with regard to the reasonable accommodation request shall be required.~~

(~~E~~F) Review Factors consistent with Federal Law. The written decision on a request for a reasonable accommodation made by the special magistrate shall be consistent with the FHA and ADA and based on the following factors:

(1) Whether the requesting party has established that he/she, or the individual on whose behalf the application was submitted, is protected under the FHA, ADA or both by demonstrating that the person is disabled, as defined in the FHA, ADA or both. Although the definition of disability is subject to judicial interpretation, for purposes of this section the disabled individual must show:

a. A physical or mental impairment which substantially limits one (1) or more major life activities;

b. A record of having such impairment; or

c. That the person is regarded as having such impairment.

(2) Whether the requested accommodation is reasonable and necessary to afford the disabled individual an equal opportunity to use and enjoy the dwelling.

(3) Whether the requested accommodation would impose an undue financial or administrative burden on the city.

(4) Whether the requested accommodation would require a fundamental alteration in the nature of the land use and zoning regulations of the city.

If the special magistrate finds that the requested accommodation will impose an undue financial or administrative burden on the city or will require a fundamental alteration in the nature of the land use and zoning regulations of the city, the special magistrate may determine whether an alternative reasonable accommodation exists which would effectively meet the disability-related need. An alternative reasonable accommodation may be the requested accommodation with conditions.

(~~F~~ G) The city or the applicant may appeal a decision of the special magistrate to the circuit court in and for Broward County, Florida, in accordance with the Florida Rules of Appellate Procedure.

(~~G~~ H) There shall be no fee imposed by the city in connection with a request for reasonable accommodation under this section and the city shall have no obligation to pay a requesting party's (or an appealing party's, as applicable) attorney fees and costs in connection with the request, or an appeal. The cost of the advertisement, mailer and labels will be assessed against the applicant.

(~~H~~ I) While an application for reasonable accommodation, or appeal of a determination of same, is pending, the city will not enforce the subject zoning ordinance, rules, policies, and procedures against the applicant.

(~~I~~ J) The following general provisions shall be applicable:

(1) The city shall display a notice in the city's public notice bulletin board (and shall maintain copies available for review in the department and the city clerk's office), advising the public that disabled individuals or providers of services to the disabled qualifying for a reasonable accommodation may request reasonable accommodation as provided in this section.

(2) A disabled individual may apply for a reasonable accommodation on his/her own behalf or may be represented at all stages of the reasonable accommodation process by an attorney, legally appointed guardian, or other person designated by the disabled individual pursuant to a power of attorney.

(3) The city shall provide such assistance and accommodation as is required pursuant to FHA and ADA in connection with a disabled person's request for reasonable accommodation, including, without limitation, assistance with reading application questions, responding to questions, completing the form, filing an appeal, and appearing at a hearing, etc., to ensure the process is accessible.

(4) In the event that a reasonable accommodation is granted, the applicant shall comply with any and all applicable building and engineering permitting processes required by the Code of Ordinances and the Land Development Code of the city.

(5) A reasonable accommodation is specific to the individual with a disability and does not run with the land.

(6) A reasonable accommodation does not alter an individual's obligation to comply with other applicable federal, state, county or city requirements, rules, regulations, or laws. The establishment of a reasonable accommodation process does not relieve the local government from its obligations under the Fair Housing Amendments Act of 1988, 42 U.S.C. ss. 3601 et seq., and Title II of the Americans with Disabilities Act, 42 U.S.C. ss. 12131 et seq.

(K) Revocation Of Reasonable Accommodation. The City may revoke a grant of accommodation of a certified recovery residence for cause, including, but not limited to, a violation of the conditions of approval or the lapse, revocation, or failure to maintain certification or licensure required under Florida Statute s. 397.487, or under City Code requirements, if not reinstated within 180 days.

(L) The application of this section does not supersede any current or future declaration or declaration of condominium adopted pursuant to chapter 718; any cooperative document adopted pursuant to Florida Statutes chapter 719; or any declaration or declaration of covenant adopted pursuant to Florida Statutes chapter 720. The provisions of this section does not supersede covenants and restrictions related to condominium or homeowners' associations.

* * *

Section 3. If any section, clause, sentence, or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 4. That all ordinances or part of ordinances in conflict with the provisions of the Ordinance are repealed.

Section 5. It is the intention of the Mayor and City Commission of the City of Dania Beach, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of the City of Dania Beach, Florida. The sections of this ordinance may be renumbered or re-lettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

Section 6. That this ordinance be codified in the City's code of ordinances, Land Development Code by Municode.

Section 7. That this Ordinance shall be effective January 1, 2026.

PASSED on first reading on January 13, 2026.

PASSED AND ADOPTED on second reading on _____, 2026.

First Reading:
Motion by: Commissioner Rimoli
Second by: Commissioner Lewellen

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	____	____

SIGNATURES ON THE FOLLOWING PAGE

ATTEST:

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

APPROVED AS TO FORM AND CORRECTNESS:

_____
EVE A. BOUTSIS
CITY ATTORNEY

City of Dania Beach, 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)*

Date Rec'd: 10/13/25

Petition No.: TX-038-25

THIS APPLICATION WILL NOT BE ACCEPTED UNTIL IT IS COMPLETE AND SUBMITTED WITH ALL NECESARRY DOCUMENTS. Refer to the application type at the top of this form and **"Required Documentation"** checklist to determine the supplemental documents required with each application. For after the fact applications, the responsible contractor of record shall be present at the board hearing. Failure to attend may impact the disposition of the application. The applicant or their authorized legal agent must be present at all meetings. All projects must also obtain a building permit from the City Building Division.

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Location Address: 100 W DANIA BEACH BLVD

Lot(s): _____ Block: _____ Subdivision: _____

Recorded Plat Name: _____

Folio Number(s): _____ Legal Description: _____

Applicant/Consultant/Legal Representative **(circle one)** CITY OF DANIA BEACH

Address of Applicant: 100 W DANIA BEACH BLVD

Business Telephone: _____ Home: _____ Fax: _____

E-mail address: _____

Name of Property Owner: CITY OF DANIA BEACH

Address of Property Owner: 100 W DANIA BEACH BLVD

Principal Member(s)/Responsible Party: _____

Business Telephone: _____ Home: _____ Fax: _____

Explanation of Request: Text amendment to add reasonable accomodation for certified recovery residences
*Please provide proposed **Plat Name** & **Criteria Statement** as required by the City's **Land Development Code.***

Prop. Net Acreage: _____ Gross Acreage: _____ Prop. Square Footage: _____

Existing Use: _____ Proposed Use: _____

Is property owned individually, by a corporation, association, or a joint venture? _____

AUTHORIZED REPRESENTATIVE

I/we are fully aware of the request being made to the City of Dania Beach. If I/We are unable to be present, I/we hereby authorize _____ (individual/firm) to represent me/us in all matters related to this application. I/we hereby acknowledge that the applicable fee was established to offset administrative costs and is not refundable.

I/we are fully aware that all approvals automatically expire within 12 months of City of Dania Beach Planning and Zoning Board or City Commission approval, or pursuant to the expiration timeframe listed in Part 6 of the Dania Beach Land Development Code.

STATE OF FLORIDA
COUNTY OF BROWARD
The foregoing instrument
Was acknowledged

By: _____
(Owner / Agent signature*)

BEFORE ME THIS 14th **DAY OF** Oct, **20** 25

By:

Eleanor Norma.
(Print name of person acknowledging)

_____
(Joint owner signature if applicable)

Notary _____

(Signature of Notary Public – State of Florida **)**

IBEL LARIOS IBARGUEN
Notary Public - State of Florida
Commission # HH 665928
My Comm. Expires Apr 17, 2029
Bonded through National Notary Assn.

Personally known X **or Produced Identification** _____

Type of identification produced: _____ **or Drivers License** _____

***If joint ownership, both parties must sign. If partnership, corporation or association, an authorized officer must sign on behalf of the group. A notarized letter of authorization from the owner of record must accompany the application if an authorized agent signs for the owner(s).**

NO APPLICATION WILL BE AUTOMATICALLY SCHEDULED FOR A MEETING.

ALL APPLICATIONS MUST BE DETERMINED COMPLETE BY STAFF BEFORE PROCESSING OCCURS.

Order ID: 7910891

* Agency Commission not included

GROSS PRICE * : $269.90

PACKAGE NAME: SSC_Notice of Public Meeting

Order ID: 7910891

* Agency Commission not included

GROSS PRICE * : **$269.90**

PACKAGE NAME: SSC_Notice of Public Meeting

Product(s): Sun Sentinel, Affidavit, Floridapublicnotices.com, Classified.ss.com_Legal
AdSize(s): 2 Column
Run Date(s): Friday, December 26, 2025
Zone: Full Run
Color Spec. B/W

Preview

Order ID: 7910891

* Agency Commission not included

GROSS PRICE * : $269.90

PACKAGE NAME: SSC_Notice of Public Meeting

NOTICE OF PUBLIC HEARING
CITY OF DANIA BEACH, FLORIDA

A Public Hearing will be conducted by the City of Dania Beach City Commission on the following date to consider the following application:

DATE: Tuesday, January 13, 2026
TIME: 7:00 p.m. or as soon thereafter as the same may be heard
PLACE: City Commission Chambers
Dania Beach City Hall
100 West Dania Beach Blvd.
Dania Beach, FL 33004

SUBJECT: TX-038-25: The applicant, the City of Dania Beach, is requesting a text amendment modifying reasonable accommodation regulations in the City's Land Development Code (LDC) in accordance with State Law. (First Reading)

The following is the proposed Ordinance of the matter:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 28, ENTITLED "LAND DEVELOPMENT CODE"; AT PART 1, ENTITLED "USE REGULATIONS", ARTICLE 105, ENTITLED "USE REGULATIONS FOR RESIDENTIAL AND OPEN SPACE ZONING", TO MODIFY SECTION 105-250, ENTITLED "REASONABLE ACCOMMODATION PROCEDURES," TO UPDATE THE CITY'S REASONABLE ACCOMMODATION PROCURES RELATING TO RECOVERY CENTERS, ENSURING WRITTEN APPLICATION; 60 DAY REVIEW PROCESS; AND UPDATING THE CITY CODE CONSISTENT WITH STATE LAW UNDER "LAW OF FLORIDA 2025-182", EFFECTIVE JANUARY 1, 2025; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Copies of the proposed requests or applicable information are available online. For more information, please call the Planning Division at (954) 924-6805 Ext. 3654 and staff will direct you to the online project information.

Please be advised that if a person decides to appeal any decision made by Local Planning Agency, the Planning and Zoning Board or the City Commission with respect to any matter considered at this hearing, such person will need a verbatim record of the proceedings and for this purpose such person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to based. The City does not provide or prepare such record pursuant to F.S. 286.0105.

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 West Dania Beach Boulevard, Dania Beach, Florida 33004, (954) 924-6800 Ext. 3624, at least 48 hours prior to the meeting.

Application Information
Project: Text Amendments
Application Site: City Wide
Request: To request amendments to modify reasonable accommodation regulations in the City's Land Development Code (LDC) in accordance with State Law.
Hearing Date & Time: January 13, 2026 at 7:00 PM
Hearing Location: City Commission Chambers, Dania Beach City Hall, 100 West Dania Beach Blvd
Contact Information: Claudia Viviana Batista, PZ Manager, 954-924-6805 Ext. 3654
12/26/2025 7910891

City of Dania Beach
Commission Memorandum

DATE: February 10, 2026

TO: City Commission, City of Dania Beach

FROM: Mayor Joyce L. Davis

SUBJECT: Request for Commission Support to Waive City Fees – Retirement Celebration for Detective Eric Hoff

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I respectfully request the support of the City Commission to sponsor or waive all applicable City fees associated with the retirement celebration honoring Detective Eric Hoff, in recognition of his 26 years of dedicated service to the City of Dania Beach and its residents.

Detective Hoff has devoted over two and a half decades to public safety, professionalism, and service to our community. His career reflects a deep commitment to protecting residents, strengthening trust, and upholding the values of the City of Dania Beach. Honoring this milestone is an opportunity for the City to formally recognize his legacy and express our collective gratitude.

The retirement celebration is scheduled as follows:

- Event: Retirement Celebration Honoring Detective Eric Hoff
- Date: March 21, 2026
- Time: 6:00 PM – 11:00 PM
- Location: I.T. Parker Community Center
  901 NE 3rd Street
  Dania Beach, FL 33004
- Attire: All Black Attire

Approval of this request would allow the City to demonstrate its appreciation by supporting or waiving facility rental fees and any associated City costs related to hosting the event at the I.T. Parker Community Center.

This request is consistent with the City's long-standing practice of recognizing exceptional service by public safety professionals who have dedicated their careers to Dania Beach. Supporting this event reflects our shared values of gratitude, respect, and unity.

I respectfully ask for the Commission's consideration and approval of this request.

Thank you for your continued support of our BSO employees and their service to the Dania Beach community.

#	Item	Total
1.	Rental of IT Parker Center IT Parker Center 03/21/2026 9a-03/2...	$1,200.00
	IT Parker Security Deposit	$500.00
	IT Parker Cleaning Fee	$150.00

Sales Tax (7%)	$84.00
TOTAL	$1,934.00

Close

Browse Catalog

Singh, Maxine

From: Davis, Joyce
Sent: Friday, January 16, 2026 9:44 AM
To: Singh, Maxine
Subject: Fw: Request to Waive or Sponsor IT Parker Community Center Fees

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Maxine,

Mrs. Hoff would like to change the date of the retirement celebration to March 21st. Would you please check with P&R to confirm whether the date is available for I.T. Parker from 6-11pm.

Thank you!

Get Outlook for iOS

Joyce L. Davis, Mayor
jdavis@daniabeachfl.gov | daniabeachfl.gov
100 W Dania Beach Blvd, Dania Beach, FL, 33004
Phone: 219.670.1066

DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

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

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

From: Davis, Joyce <jdavis@daniabeachfl.gov>
Sent: Friday, January 16, 2026 9:38 AM
To: Jantasia Daughtry <jantasiadaughtry@gmail.com>
Subject: Re: Request to Waive or Sponsor IT Parker Community Center Fees

Good morning Mrs. Hoff,

It was such a pleasure to meet you and your beautiful family at the Commission meeting.
Absolutely. I will request a sponsorship/waiver for March 21st. I will check with our Parks Department to see if the space is available for that date. It will be on the February 10th Commission Agenda.

Thank you!

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Joyce L. Davis, Mayor
jdavis@daniabeachfl.gov | daniabeachfl.gov
100 W Dania Beach Blvd, Dania Beach, FL, 33004
Phone: 219.670.1066

DANIA BEACH
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From: Jantasia Daughtry <jantasiadaughtry@gmail.com>
Sent: Thursday, January 15, 2026 8:22:29 PM
To: Davis, Joyce <jdavis@daniabeachfl.gov>
Subject: Re: Request to Waive or Sponsor IT Parker Community Center Fees

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.

This message needs your attention

- This is a personal email address.

Mark Safe Report Powered by Mimecast

Good evening Mayor Davis,

I hope this message finds you well. I am writing to respectfully ask if it would be possible to move the scheduled event to March 21st, if that date is available.

Adjusting the date would allow additional family members to attend and fully participate in the occasion, which would be greatly appreciated. We understand scheduling constraints and are grateful for any consideration you are able to give this request.

Thank you very much for your time and support. Please let me know if you need any additional information from me.

Warm regards,

Tasia Hoff

> On Jan 11, 2026, at 7:47 PM, Jantasia Daughtry <jantasiadaughtry@gmail.com> wrote:
>
> Yes that time frame is perfect.

On Jan 11, 2026, at 7:43 PM, Davis, Joyce <jdavis@daniabeachfl.gov> wrote:

Please confirm the timeframe for the 3/28. Is it 6-10pm?

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Joyce L. Davis, Mayor
jdavis@daniabeachfl.gov | daniabeachfl.gov
100 W Dania Beach Blvd, Dania Beach, FL, 33004
Phone: 219.670.1066

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 a

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From: Davis, Joyce <jdavis@daniabeachfl.gov>
Sent: Sunday, January 11, 2026 7:41:53 PM
To: Jantasia Daughtry <jantasiadaughtry@gmail.com>
Subject: Re: Request to Waive or Sponsor IT Parker Community Center Fees

Good evening Mrs. Daughtry-Hoff,

Thank you so very much for providing the documentation. I will add it to the agenda as an addendum.

I have high expectations for a positive outcome and I will confirm everything with you following Tuesday's Commission meeting.

All the best,

Get Outlook for iOS

Joyce L. Davis, Mayor
jdavis@daniabeachfl.gov | daniabeachfl.gov
100 W Dania Beach Blvd, Dania Beach, FL, 33004
Phone: 219.670.1066

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 a

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From: Jantasia Daughtry <jantasiadaughtry@gmail.com>
Sent: Sunday, January 11, 2026 7:36:53 PM
To: Davis, Joyce <jdavis@daniabeachfl.gov>
Subject: Request to Waive or Sponsor IT Parker Community Center Fees

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

Good evening,

I am writing to formally request that the City waive or sponsor the facility rental fees for the use of the IT Parker Community Center for Deputy Eric Hoff.

The facility is being requested for a scheduled community event on 03/28/2026, and we are respectfully asking for consideration of a fee waiver or sponsorship in support of this occasion.

Please let me know it any additional information or documentation is needed to process this request. Thank you for your time, assistance, and consideration.
Kind regards,
Jantasia Daughtry-Hoff