



AGENDA
DANIA BEACH CITY COMMISSION
REGULAR MEETING
TUESDAY, FEBRUARY 24, 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)

- 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. Dr. Martin Luther King, Jr. Art and Essay Contest Award Recipients - *Parks and Recreation*
3. Presentation of the PJ Meli Park Conceptual Design - *Parks and Recreation*
4. Retroactive Approval - Request for Proclamation — Mount Zion AME Church — 117th Anniversary, February 22, 2026 — *Sponsored by Mayor Davis*
5. Special Event Application:
- MIASF Waterway (Waiver of Parking Fees) - *Parks and Recreation*

4. PROCLAMATIONS

1. National Government Communicators Day - February 20, 2026 - *Marketing and Communications*

5. ADMINISTRATIVE REPORTS

1. City Manager
2. City Attorney
3. City Clerk - Reminders:
 - March 10, 2026 CRA Board Meeting - 6 p.m.
 - March 10, 2026 City Commission Meeting - 7 p.m.
 - March 24, 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: February 10, 2026 City Commission Meeting Minutes
2. Travel Requests: None

3. RESOLUTION NO. 2026-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE THIRD RENEWAL OF EMERGENCY DEBRIS REMOVAL AND DISPOSAL SERVICES CONTRACTS FOR PRIMARY, SECONDARY AND TERTIARY SERVICES WITH BERGERON EMERGENCY SERVICES, CUSTOM TREE CARE, INC. AND KDF ENTERPRICES, LLC, RESPECTIVELY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

4. RESOLUTION NO. 2026-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, REQUESTING AUTHORIZATION FOR AMERICAN FORZA LLC TO REPAIR AN OUTFALL AND SEAWALL AND TO EXCEED THE ANNUAL SINGLE VENDOR PURCHASING POLICY OF FIFTY THOUSAND DOLLARS (\$50,000.00) FOR THIS PROPOSAL; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

5. RESOLUTION NO. 2026-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RELATING TO THE ASSIGNMENT AND ASSUMPTION OF THE MANAGEMENT OF THE DANIA BEACH MARINA AND CONSENT TO ASSUMPTION TO US MARINA GROUP, LLC; AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE THE ASSIGNMENT AGREEMENT, EXHIBIT “A”; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE. *(Parks and Recreation)*

6. Request for Use of Discretionary Funds — Broward League of Cities Scholarship Committee — *Sponsored by Mayor Davis*

7. RESOLUTION NO. 2026-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, PURSUANT TO RESOLUTION NO. 2025-020, APPROVING THE 2025-2026 FUNDING UNDER THE CITY’S COMMUNITY GRANT POLICY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Finance Dept.)*

8. RESOLUTION NO. 2026-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, UPDATING THE CITY COMMISSION’S DECORUM POLICY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN

EFFECTIVE DATE. *(Mayor Joyce L. Davis)*

9. RESOLUTION NO. 2026-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING APPROVAL OF A REDUCED PARKING RATE AGREEMENT AND ACKNOWLEDGMENT OF FILMING ACTIVITIES COORDINATED THROUGH FILM LAUDERDALE, A DEPARTMENT OF BROWARD COUNTY, FOR A TWO-DAY PRODUCTION WITHIN THE CITY OF DANIA BEACH BY STERLING VIRGIL III, LLC.; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(City Manager's Office)*

9. BIDS AND REQUESTS FOR PROPOSALS: None.

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

11. FIRST READING ORDINANCES

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

1. ORDINANCE NO. 2026-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE REQUEST MADE BY 2700 GRIFFIN HOLDINGS LLLP, A FLORIDA LIMITED LIABILITY LIMITED PARTNERSHIP FOR PROPERTIES GENERALLY LOCATED AT 4880 SW 28th AVE AND 4901 SW 27th TERRACE, IN THE CITY OF DANIA BEACH, FLORIDA, TO REZONE THE PROPERTIES FROM TWO-FAMILY RESIDENTIAL DISTRICT (RD-8000) AND SINGLE-FAMILY 6000 RESIDENTIAL (RS-6000) TO PLANNED RESIDENTIAL DEVELOPMENT DISTRICT (PRD-1) (UNDER APPLICATION RZ-034-24), SUBJECT TO CERTAIN RESTRICTIONS; AND AMENDING THE CITY'S ZONING MAP TO REFLECT THE REZONING OF THE PARCEL; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

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 WATER

TREATMENT PLANT CHEMICAL FEED SYSTEM REHABILITATION 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, AMENDING CHAPTER 28 “LAND DEVELOPMENT CODE”; PART 2, “SITE DEVELOPMENT REGULATIONS”; ARTICLE 205, TABULAR SUMMARY OF SITE DEVELOPMENT STANDARDS FOR ALL ZONING DISTRICTS”; TO CREATE SECTIONS 205-11 THROUGH 205-16, TO IMPLEMENT THE CITY’S LIVE LOCAL DEVELOPMENT STANDARDS PURSUANT TO SECTION 166.04151(7), FLORIDA STATUTES, AS AMENDED; AMENDING ARTICLE 200. – “USER GUIDE FOR PART 2 OF THE CODE”, TO CREATE SECTION 200-60 ENTITLED "SITE PLAN REVIEW PROCEDURES FOR APPLICATIONS PURSUANT TO SECTION 166.04151(7), FLORIDA STATUTES," TO PROVIDE FOR DEVELOPMENT REGULATIONS AND ADMINISTRATIVE REVIEW OF CERTAIN AFFORDABLE HOUSING PROJECTS PURSUANT TO STATE LAW; AND CREATING SECTION 200-61 ENTITLED "IMPLEMENTATION PROCEDURES FOR SITE PLANS UTILIZING “THE LIVE LOCAL ACT”; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND 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, PERTAINING TO THE SUBJECT OF LEGAL AND OFFICIAL ADVERTISEMENTS; UPDATING THE CODE OF ORDINANCES TO ALLOW FOR PUBLICATION OF ADVERTISEMENTS AND PUBLIC NOTICES ON A PUBLICLY ACCESSIBLE WEBSITE PURSUANT TO FLORIDA LAW; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(City Clerk)*

12. SECOND READING ORDINANCES

1. 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.*(Community Development)*

13. DISCUSSION AND POSSIBLE ACTION

1. Mock Commission Meeting, March 31, 2026 - REACH Program — Olsen Middle School — *Sponsored by Mayor Davis*

14. APPOINTMENTS

1. - Dania Beach Housing Authority Board - 1 vacancy - Mayor Davis
- Marine Advisory Board - Vice Mayor Salvino

15. COMMISSION COMMENTS

16. ADJOURNMENT



City of Dania Beach Parks & Recreation Memorandum

DATE: 2/24/2026

TO: Mayor and Commissioners

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

VIA: Tyrone Cornileus, Event Liaison (Parks & Rec)

SUBJECT: Fee Waiver Request: MIASF Waterway Clean Up 3.7.2026

Request:

The Marine Industries Association of South Florida is hosting their annual water way clean up on Saturday, March 7, 2026 from 9AM - 1PM. They would like to request waiver of parking fees during the event times. They are also requesting usage of a dumpster provided by the City. This has been approved in previous years.

Background:

Through grassroots efforts and city partnerships, this Annual Waterway Cleanup brings community members together to remove trash and debris from Broward County waterways. Site Coordinators hand out cleanup supplies and guide volunteers to safe and appropriate areas to pick up trash.

Previous Event Dates:

- March 2, 2024 and March 1, 2025

Budgetary Impact

Parking Fees: Based on spaces/NA

Recommendation

Department Review:	Comments:
BSO Fire:	No issues
Building Official	No issues
City Attorney	No issues
Code Enforcement	No issues
Planning & Zoning	No issues
Risk Mgmt.-	Please be sure all vendors have approved COI's. (COI Submitted and Approved)
Parks & Recreation	No issues
Public Services	No issues

BSO Police Dept.	No issues
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CITY OF DANIA BEACH SPECIAL EVENT APPLICATION

Submit a **COMPLETED APPLICATION**, SITE PLAN AND SITE PLAN NARRATIVE by email. Please make sure all sections are completed and all pages are initialed by the applicant. Incomplete application will be returned to applicant. After you submit the application with your fee, you will be contacted by the Special Event Coordinator to review and further process your application. The Special Event Coordinator will contact you once the review is complete to provide conditions or comments and the next available date for City Commission approval (if required).

PART I: EVENT REQUEST

Event Name: 49th Annual Broward County Waterway Cleanup

Type of Event: Minor Event - less than 500 people, single day event, no road closures
Major Event - more than 500 people, consecutive multi-day event, road closures
(major event requires Commission approval)
Wedding

Is your event located in a public park or City property? ☒ Yes ☐ No

Is your event located on the beach? ☐ Yes ☒ No

Location: Dania Beach Pier & Marina, Harbour Towne Marina

Expected maximum attendance 150 Expected sustained attendance 100

Has this event been held in the past? ☒ Yes ☐ No

If yes, please list the past dates, locations and attendance Dania Beach Pier & Marina, Harbour Towne Marina

March 1, 2025, March 2, 2024, and years prior; 150 attendance

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

Through grassroots efforts and city partnerships, this Annual Waterway Cleanup brings community members together to remove trash and debris from Broward County waterways. Site Coordinators hand out cleanup supplies and guide volunteers to safe and appropriate areas to pick up trash.

Date and Time:	Broward County waerways.				
	DATE	DAY	BEGIN	END	Attendance
SETUP:	March 7, 2026	Saturday	7:30 <u>AM</u> /PM	____ AM/PM	____
EVENT DAY 1:	March 7, 2026	Saturday	9:00 <u>AM</u> /PM	1:00 <u>AM</u> / <u>PM</u>	150
EVENT DAY 2:	_____	_____	____ AM/PM	____ AM/PM	____
EVENT DAY 3:	_____	_____	____ AM/PM	____ AM/PM	____
BREAKDOWN:	March 7, 2026	Saturday	1:00 <u>AM</u> / <u>PM</u>	1:45 <u>AM</u> / <u>PM</u>	____

PART II: APPLICANT

Organization Name Marine Industries Association of South Florida **Name of Authorized Signatory** Phil Purcell
For-Profit Non-Profit Private (as registered in Sunbiz)

Address: 221 SW 3rd Ave **City, State, Zip:** Fort Lauderdale, FL 33312

Date of registration: 1967 **State registered in:** FL **Federal ID #** 59-1172985

Email Address: phil@miasf.org **Phone:** 954-524-2733

Event Coordinator Name Molly Ringberg **Phone:** 954-524-2733

Title: Membership & Events Coordinator **Phone:** **Cell:** 715-209-1715

Email address: molly@miasf.org **Fax:**

Additional Contact Name Lori Wheeler **Will you be on site?** Yes ☒ No

Title: Vice President **Phone:** 954-524-2733 **Cell:** 561-239-2870

Email address: Lori@MIASF.org **Fax:**

Event Production Company (if other than applicant) N/A

Address: **City, State, Zip:**

Contact Name: **Title:**

Phone (day) **(night)** **Cell:**

Email address: **Fax:**

PART III: EVENT INFORMATION

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

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

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

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

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

Amusement Ride Yes ☒ No

If yes, name a contact of company:

What type of rides are you planning?

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

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

Events requiring electricity must be permitted.

Company: _____ License #: _____

Name of Electrician: _____ Phone: _____

Entertainment _____ Yes ☒ No

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

Fencing or Barricades _____ Yes ☒ No

Include proposed fences in your Site Plan & Narrative

Fireworks & Flame Effects _____ Yes ☒ No

Name & Contact of Company conducting the show: _____

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

Food Vendors _____ Yes ☒ No

Food Trucks _____ Yes ☒ No

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

State Health Dept. Tara Palmer at (594) 397-9366 must be notified 10 days prior to event. All Food Vendors must be inspected by BSO Fire to ensure compliance prior to serving food. A fire extinguisher is required for each food booth.

If a propane tank is used for a fuel source, it must be secured on the outside of the booth. LP Gas permits may be required.

Will any type of cooking appliances be used by either the Sponsor of the Event or any of its vendors?
_____ Yes ☒ No

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

N/A Electric Grill(s) # _____ Gas Grill(s) # _____ Charcoal Grill(s) # _____ Smoker Grill(s) # _____

Grease Fryer(s) # _____ Oven(s) # _____ Electric Range Burner(s) # _____ Gas Range Burner(s) # _____

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

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

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

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

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

Food Truck and vendors that are participating at the event.

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

Music _____ Yes ☒ No

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

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

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

Days and times music will be played: _____

How close is the event to the nearest residence? _____
It is the responsibility of the event coordinators/promoter to reach out to businesses within proximity of the event.

Parking Impact _____ Yes ☒ No _____ If yes, lot location(s)? Kindly requesting free parking for volunteers from 7:30 am to 1:45 pm

Date(s) of Closure _____ Time(s) of Closure _____
All Parking Spaces that are impacted by an event will be billed to the event organizer through the City's Parking Division and must be paid in full before the event.

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

Date(s) of Closure _____ Time(s) of Closure _____

Sanitation & Waste

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

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

Large dumpster or multiple garbage carts
Company Name provided by City of Dania Beach Contact _____ Phone _____

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

Security/Police _____ Yes ☒ No _____

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

Security Company _____ Contact _____ Phone _____

Tents or Canopies ☒ Yes _____ No _____

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

Quantity and size of each? 1 canopy at each site, smaller than 10x10

Company Name N/A Contact _____ Phone _____

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

Toilets _____ Yes ☒ No _____

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

Transportation Plan _____ Yes ☒ No _____

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

PART IV: SECURITY AND EMERGENCY SERVICES

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

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

POLICE

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

BSO DETAIL REQUIREMENT

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

BSO EMS DETAIL REQUIREMENT

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

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

The cost for EMS Detail is as follows:

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

FIRE WATCH REQUIREMENT

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

Off-Duty detail assignment services performed by Dania Beach Fire Rescue Personnel will be paid at their current overtime rate of pay with benefits (4 hour minimum). Personnel costs for apparatus and personnel are listed below: (4 hour minimum).

The cost of apparatus is as follows:

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

The City of Dania Beach requires application completion 14 days in advance for the detail services. Should the amount of time required for the fire watch detail exceed that agreed up before the event, the Event sponsor will be required to pay for any overage based on the actual cost for the fire watch. The Event sponsor will be responsible to pay the actual service price incurred.

Payment for Details can be made as follows:

Payment in person:

Broward County Sheriff's Office
Public Safety Building 2601 West Broward Blvd. Fort Lauderdale, FL 33312

Payment by mail:

Broward County Sheriff's Office
Attn: Special Revenue Unit P.O. Box 9507 Fort Lauderdale, FL 33312

Payment online:

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

Please visit:

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

***FEES APPLY FOR ONLINE PAYMENTS**

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

PART V: APPLICANT ACCEPTANCE

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

Before receiving final approval from the City Commission, I understand that I (and the production company, if applicable), must furnish an original certificate of General Liability Insurance naming the City of Dania Beach as additionally insured in the amount of at least one million dollars (\$1,000,000) or greater as deemed satisfactory by the City Risk Manager, and an original certificate of liquor liability insurance in the amount of five hundred thousand dollars (\$500,000) if alcohol is being served. Other liability insurance and fees may also be required up to thirty (30) days in advance of the event.

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

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

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

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

PART VI: SUBMISSION

Email application and plans to: dbspecialevents@daniabeachfl.gov

Site Plan must include the following with application:

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

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



Event Coordinator Signature

December 3, 2025

Date



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 24, 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

Over 300 people attended the ribbon cutting/grand opening celebration at the new C.W. Thomas Park! To see our collective "Vision" become a "Reality" was truly remarkable! The joy in the faces of all who attended was priceless, particularly all the children smiling from ear to ear enjoying all the wonderful amenities at this state of the art \$23 million-dollar multi-purpose facility!

We look forward to another amazing Dania after Dark event on Saturday, March 14th, commencing at 6 p.m. The VIP tickets for the Wine and Seafood Festival are selling quickly, so secure your tickets today.

The Director of the Master's Program for Public Policy and Public Administration at the University of Miami, Dr. Curly, has officially appointed me to the Board of Directors. One of my key areas of focus will be the internship program. This program will be of great benefit to our organization and I look forward to working with our Deputy City Manager, Chief Human Resources Officer, department leaders and our City Commission to ensure we seize the opportunity to match the master's in public administration students with the various departments and the public policy students with our elected officials that are interested in having a student intern. More details to follow.

Superintendent of Broward County Schools, Dr. Hepburn has appointed me to a special committee of 12 local Broward leaders to review, discuss and visualize how we can reimagine and enhance our school system in Broward County. Our first meeting is scheduled for Thursday, February 26th, at 6 p.m. This is a crucial time for our Public Schools, and I look forward to bringing my innovative outside the box thinking, collaborative approach to problem solving and envisioning our desired outcomes and charting a viable strategy together.

Our 3rd annual senior management retreat will take place on Thursday, February 26th, at IT Parker. All

department directors and deputies will come together to engage in meaningful discussions including the assessment of the two books (assigned reading), *The Soul of a Team* written by former NFL Coach and Super Bowl Champion Tony Dungy and *The Winner Within* the work of NBA Champion Coach and Miami Heat President Pat Riley. Our goal is to continue to strengthen our organization via the power of “Teamwork”!

As your City Manager, I am always looking for and encouraging our team to think outside the box and seize opportunities that benefit our community! Today I am very excited and proud to report that a property owned by Mac’s Towing Company can now be used as an opportunity for public art at no cost to the City! This property located in a very visible area on Stirling Road and the railroad tracks will be the site for a future city mural! A big white box will soon be another art masterpiece in Dania Beach!

At the first meeting in March, we will bring you a detailed update on the largest storm drainage project in the history of our City. The SE Drainage Project, a \$35 million-dollar investment, is moving along nicely and while there is a price to pay for progress, (construction sites are messy and inconvenient) the end result will provide much needed mitigation to flooding and street erosion as the result of the completion of this very critical project. We also have 2 other storm drainage projects out west. Both are under construction at SW 34th Terrace and on 54th Court. Additionally, several other projects are currently under design in the PJ Meli neighborhood on SW 27th Avenue, SW 28th Terrace and SW 52nd Street.

In closing I share with you this letter, see attached from Rosita Kenigsberg, President of the Holocaust Museum commending our BSO Chief Tarala. This is a key example of how our team members go above and beyond with much respect for our community.

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HOLOCAUST

DOCUMENTATION AND
EDUCATION CENTER, INC.

January 23, 2026

Sheriff Gregory Tony
Broward Sheriff's Office
2601 West Broward Boulevard
Fort Lauderdale, FL 33312

Dear Sheriff Tony,

On behalf of the Holocaust Documentation and Education Center Inc., (HDEC), I wish to extend our tremendous gratitude and heartfelt appreciation to you and your exceptional BSO officers – especially Captain Jason Tarala and his team, for all they have done and continue to do to keep us secure and safe.

Captain Tarala and his officers are wonderful partners in helping ensure the safety of all our volunteers, students, visitors and especially our Holocaust Survivors.

Whether it is additional officers, for our events, providing a decoy car outside of the building, or keeping an eye on the HDEC by drive-bys, they go "above and beyond the call of duty".

Just last Tuesday, January 13, we hosted a very special evening program for the HDEC and the Jewish Federation of Broward County's Board of Directors.

Captain Tarala once again had his officers onsite not only to ensure our safety but also to offer peace of mind to all the community leaders that were present.

It is wonderful to have your continued support and commitment which is greatly appreciated. It enables us to focus on fulfilling our primary mission to teach this and future generations, about the history, lessons and legacy of the Holocaust so that Never Again means Never Again, Again!

Respectfully,

Rositta E. Kenigsberg

Rositta E. Kenigsberg
President

CC: Captain Jason Tarala

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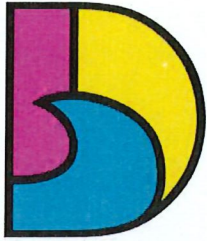
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DANIA BEACH
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**CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
MEMORANDUM**

DATE: February 24, 2026

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

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

FROM: Eleanor Norena, CFM, Community Development Director 

RE: Manager's Monthly Report – January 2026 – Community Development Department

The following is a summary of Community Development Department activity during the month of January 2026.

Community Development Special Projects:

Several Text Amendments are being processed in response to the 2025 Florida Legislative Session. These amendments are anticipated to go before the City Commission in January for first reading.

Building Division:

The Building Department created 168 and issued 173 building permits and conducted 1,238 inspections. The Building Department issued four Certificates of Occupancy (two residential and two commercial) issued for the month of January 2026.

Planning and Zoning Division:

The Planning and Zoning Division did not receive any DRC submittals for the month of January 2026.

Miscellaneous Zoning Activities:

The Zoning Division processed 90 new Certificates of Use applications for new businesses in the City for the month of January 2026.

The Zoning Division processed, inspected, and approved three new Vacation Rental Certificate for the month of January 2026.

Code Compliance Division:

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

This month, a total of 91 complaints were submitted through the City's Ask Dania Beach App and promptly inspected by our code enforcement staff.

The unit has assigned a dedicated code enforcement officer to manage all vacation rental inspections and complaints, thereby allowing zone officers to focus more effectively on their assigned areas. 25 properties were cited for vacation rental violations in January and 42 reinspection's were completed. The City received no complaints this month. All violations were identified through the City's short-term rental monitoring service.

Waterway Inspections – The unit has assigned two Code Enforcement Officers to conduct waterway inspections, focusing on unpermitted work, life safety concerns, vessel violations, and blight-related issues. Inspections are typically performed weekly; however, they were not conducted this month due to inclement weather and the vessel being inoperable.

The Code Compliance Division collaborates with Public Services to address bulk trash and nuisance issues throughout the City. This month, a total of 21 bulk notices were issued.

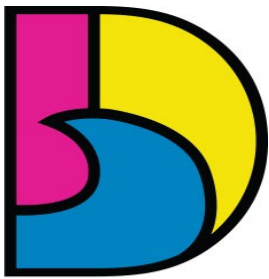
Please find the noise complaint details outlined below:

Date of Complaint	Address	Description	Code Officer	Resolution
1/4/2026	4701 SW 34 Dr	Loud Music	R. Ali	BSO submitted a report for loud music and deemed unreasonably loud. The case is being scheduled for a Special Magistrate hearing.

Beach Ranger and Parking Division:

- Beach Rangers patrol downtown City Center and all active construction sites for any parking and noise violations.
- Staff reported five violations at the beach in the Ask Dania Beach App including safety issues and aesthetics.

- Staff continue to monitor the pier, parking lot and sand areas to address violations which include, but are not limited to, prohibited events, climbing on dunes, drones, bonfires, littering, and dogs. 145 violations were observed and addressed.
- Beach Rangers are monitoring the marina for any unauthorized activity and any maintenance concerns.
- Beach Rangers monitor the beach lot for capacity on weekends and holidays. Staff directs traffic in the beach lot to keep the traffic flowing for safety.
- The FAU parking lot is being monitored by the Beach Rangers on weekends and holidays for valet parking, City staff parking, FAU student parking, and Lucky Fish / Quarter Deck employee parking.
- The team has been monitoring parking issues in several different areas of the city, educating residents and issuing tickets as needed.
- Assisting Code Compliance after hours on various code complaints.
- Beach Rangers continue to work with BSO Homeless Outreach to address homeless issues at the beach.



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CITY OF DANIA BEACH HUMAN RESOURCES DEPARTMENT

MEMORANDUM

DATE: February 16, 2026

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

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

RE: Human Resources and Risk Management Report

Overview

The Human Resources and Risk Management Department continues to deliver exceptional service while advancing key strategic initiatives that strengthen the City's workforce, enhance employee engagement, and position HR as a proactive and strategic partner. Below is a summary of departmental activities and accomplishments over the past month.

Recruitment and Talent Acquisition

Recruitment efforts remain active, with 11 recruitments currently in progress at various stages of the hiring process:

- Marketing and Communications Manager
- Public Services Director
- Park Custodian
- Recreation Leader
- Recreation Assistant (3)
- Summer Camp Counselors (4)

The Human Resources team is working diligently and collaboratively with departmental leadership to fill all Parks and Recreation vacancies by the end of March, ensuring full operational readiness for the opening of CW Thomas and the launch of the 2026 Summer Camp Program.

Additionally, HR continues to partner closely with the Marketing and Public Services Departments, providing dedicated recruitment support to attract and secure highly qualified candidates. Targeted fill dates for these two positions are anticipated in early April.

This coordinated, cross-departmental effort reflects our shared commitment to building strong teams and supporting the City's operational and strategic goals.

Training and Development

Our Training and Development initiatives continue to reflect the City's strong commitment to supporting employee professional growth and overall well-being. Human Resources remains focused on delivering high-impact learning opportunities that are well attended and positively received.

- **Call Back Session** – On Thursday, January 15, Human Resources conducted a Call Back Session designed to support newly hired employees as they transition into their roles. This session reinforced key onboarding concepts, strengthened engagement, and ensured continuity of learning beyond the initial orientation period. The Call Back Session also serves as a structured feedback mechanism, providing new hires with the opportunity to share insights regarding their onboarding experience. Through open dialogue, we assess their progress, identify areas of success, and gather constructive feedback to further enhance the new hire experience. These sessions reflect our commitment to continuous improvement and to delivering a positive, structured, and meaningful onboarding process.
- **Health and Safety Sessions** – On Tuesday, January 27, the Human Resources Department hosted two “Healthy Heart” sessions facilitated by Paula Rojas, the City’s UHC representative. Both sessions were well attended, with a strong turnout of team members who actively participated and utilized the opportunity to satisfy their Safety Day Off requirements. These informative and engaging sessions provided valuable insights into heart health, prevention strategies, and overall wellness practices. We remain dedicated to delivering meaningful and relevant training opportunities that equip employees with practical knowledge and resources to support both professional performance and personal wellness.

As we continue expanding learning opportunities across the organization, Human Resources is actively developing the following initiatives:

- **Annual Management Retreat** – Planning is well underway for the Annual Management Retreat scheduled for Thursday, February 26. This year’s retreat will be facilitated for the first time by Shani Lenard. The retreat is being intentionally designed to provide the executive leadership team with an engaging, collaborative, and strategically focused experience that fosters alignment, innovation, and leadership development. Our objective is to deliver a memorable and high-impact learning experience that strengthens organizational effectiveness.
- **Using Emotional Intelligence (EQ) to Achieve Peak Performance** – We are coordinating a new training session titled *Using Emotional Intelligence to Achieve Peak Performance*, to be presented by David Alba, the trusted facilitator of our required Advanced Customer Service and De-escalation Principles training. This session will focus on developing emotional intelligence competencies, enhancing communication skills, effectively managing conflict, and strengthening workplace relationships. Emphasizing practical application, participants will gain actionable tools to elevate individual and team performance. In alignment with this initiative, we are also preparing to host Advanced Customer Service training in March for newly hired employees to ensure continuity in service excellence standards from the start of employment.

Collectively, these initiatives highlight Human Resources’ ongoing focus on fostering a supportive learning environment, encouraging continuous improvement, and equipping employees with the knowledge, skills, and resources necessary to perform at their highest potential and contribute meaningfully to the City’s success.

Risk Management, Wellness, and Safety

HR continues to take a proactive role in safeguarding City operations and employee well-being through forward-looking initiatives.

- The Safety and Wellness Committee met on January 22, during which the first two winners were selected under the Eagle Eye Program “Earn” category. These suggestions identify innovative ideas with the potential to generate new revenue streams in support of community growth.
- Risk Management submitted the newly developed Risk Management Guide and updated Safety Manual for consideration for a PRIMA Achievement Award. The recipient will be announced in June at the PRIMA National Conference.
- Quarterly random drug and alcohol testing for CDL drivers was completed through NMS Management Services, with all results returned negative.
- The City Safety Manual has been updated and will be distributed to all employees, accompanied by a brief safety presentation by the Risk Manager at upcoming staff meetings.
- PGIT, the City’s property and casualty insurance carrier, hosted a Seminar Series at the I.T. Parker Community Center on February 11 for its South Florida clients and recognized Dania Beach for its continued efforts in promoting a strong safety culture throughout the workforce.

Compensation and Benefits

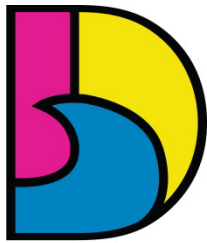
The Human Resources team continues to ensure employees have access to competitive and comprehensive benefits while implementing strategic enhancements.

- We are finalizing participation in the annual PEPiE Survey and anticipate receiving consolidated results in March. This survey provides a comprehensive market analysis of job classifications and compensation benchmarks across Florida’s public sector and serves as a key tool in evaluating pay competitiveness and internal equity.
- The Annual Health Fair, held on Thursday, January 29 at the I.T. Parker Community Center, was a resounding success. With more than 95 employees in attendance and a diverse group of participating vendors, the event generated strong engagement and enthusiasm. Employees took full advantage of the opportunity to connect with wellness resources and invest in their overall health.

Continuous Improvement and Innovation

Human Resources continues to implement forward-thinking solutions designed to increase efficiency, strengthen systems, and mitigate organizational risk.

We are currently reviewing presentations from three short-listed vendors for a project management consultant to support initiatives related to Human Resources Information Systems (HRIS), IT, and payroll systems. The evaluation committee will convene later this month to discuss findings and develop selection recommendations.



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CITY OF DANIA BEACH PARKS AND RECREATION DEPARTMENT

MEMORANDUM

DATE: February 17, 2026

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

FROM: Cassi Warren, CPRP, Parks & Recreation Director

SUBJECT: Parks and Recreation Updates

Parks and Recreation Department Updates Project updates

Project Updates:

- CW Thomas Park – We have received substantial completion, and the ribbon cutting was held on February 12th at 5pm. The contractor is still working on punch list items and final permitting, but the park remains open and the public is enjoying it.



- Olsen Middle School – Design is in the final stages. Architectural and engineered drawings and equipment selections for phase 1, the field/court/dog park portion of the park, are ongoing.
- Chester Byrd Park – Staff continues to meet with Calvin, Giordano & Associates, Inc, to ensure the design moves along.
- PJ Meli Park – Staff along with Bermello Ajamil will present the conceptual design to City Commission on February 24th to proceed with the engineered drawings.
- Frost Park Pickleball Sports Court Conversions – The courts are in their final stages anticipating a ribbon cutting to reopen the court the second week of March.

Ocean Rescue Report:

- Rescues – 0
- Medical/First Aid – 0
- Law Enforcement Calls – 2
- Missing Person – 1
- Wildlife or Domestic Rescue – 5

Staff held the Dania After Dark Wine and Seafood Festival on Saturday, January 10th and the Dania After Dark Dinner at the Hall on Saturday, February 7th which were both a huge success! Both the ticketed events sold out prior to the event and brought in \$10,044.82 in revenue.

Tickets are on sale for the Dania After Dark Wine and Seafood Festival on Saturday, March 14th from 4pm – 9pm.

Thus far the events division has secured \$6,500 in sponsorship money since January 1, 2026.

Event Applications:

- Processed since October 1, 2015: 20

Ongoing programs:

- Rising Stars at CW Thomas Park, Frost Park and PJ Meli Park
- FitFusion at CW Thomas Park
- Hip Hop and Contemporary Dance at CW Thomas Park
- Tint Tots at CW Thomas Park
- Junior Chefs at CW Thomas Park
- Checkmate Academy at CW Thomas Park
- Gaming Club at CW Thomas Park
- Adult Game Club at CW Thomas Park
- Domino Club at CW Thomas Park
- Gracefully Aging at CW Thomas Park
- YAC at PJ Meli Aquatic Complex
- Karate at PJ Meli Park
- Swim Team at PJ Meli Park
- Waterpolo at PJ Meli Park
- Social Seniors at PJ Meli Park
- Tot Tim at PJ Meli Park
- Sweet Creations at PJ Meli Park
- Paddle Up Dania at PJ Meli Park
- Seniors Exercise at PJ Meli Park
- Kreation Station at Frost Park
- English Classes at Frost Park
- Sunday Cards at Frost Park
- 55+ Volleyball at Frost Park

Athletic Programs (ongoing/upcoming):

- Football/Cheer at Frost Park
- Adult Kickball at PJ Meli Park
- Lil Sluggers at PJ Meli Park
- Youth Basketball at CW Thomas Park
- Jr. Youth Sports at Frost Park
- Youth Volleyball at CW Thomas Park
- Little Sea Stars at PJ Meli Park
- Soccer at Frost Park
- Tennis at Frost Park & PJ Meli Park
- Flag Football at CW Thomas Park

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





CITY OF DANIA BEACH MARKETING AND COMMUNICATIONS DIVISION MEMORANDUM

DATE: February 17, 2026
TO: Ana M. Garcia, ICMA-CM, City Manager
FROM: Nannette Rodriguez, Director of Marketing and Communications
SUBJECT: Marketing and Communications Division Report

The City's website, social media, digital signs and Cable TV Channel 78 continue to be updated with relevant, new and important information. Marketing support may include advertisements, branding, signage, event site and marketing collateral, photography, media relations, video recordings, and pre- and post-event social media posts. Support is provided to all City departments and their projects. There is an ongoing effort to enhance digital communications and engagement by implementing best practices. Below are the latest activities from January through February 2026:

Publications (internal and external)

- Huddle was completed and distributed.

New Website

- Continue the overhaul of navigation and new user-based organizational menus in the overall site.
- New design for the Parks & Rec portal was completed.
- Working with IT to migrate pdfs forms to Optimized forms.
- Ongoing website training sessions for all administrators and departmental website liaisons to ensure consistent content management.

Community events and coverage

- Taste of Dania Beach
- Dinner at the Hall
- MLK Day of Service
- C.W. Thomas Park Grand Opening

City initiatives marketing support (internal)

- Health Fair
- Eagle Eye
- Job recruitments

City initiatives marketing support (external)

- Boil Water Advisories (SE)
- Airport Runway Maintenance
- Flea Markets
- Black History Celebration
- Ocean Beach Restoration
- Safety Saturdays
- Resiliency Public Workshop

Community Redevelopment Agency (CRA) initiatives

- PATCH: Continually producing and editing promotional communications and materials and social media posts
- Assisting for coordination for Annual Report
- Social media posts

Parks & Rec / Special events marketing support

- Dania After Dark: Wine & Seafood Festival ad campaign
- New recreational programs

Creative design and branding

- City vehicle designs
- Regulatory signs for C.W. Thomas Park
- Several certificates of recognition
- Powerpoint template updates

Digital / video

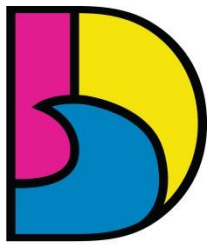
- PSAs for Taste of Dania Beach & Dinner at the Hall
- Completed Mayor on the Move (special events). (City Manager)

Other

- Recruitment for manager position.

ANALYTICS:

- Email campaigns: Past 30 Days (1/6/26): Three campaign average
 - Open Rate: 52%, Click-through Rate: 5%, Total contacts: 9,382
- Facebook (60 days): Page views, 357,146; Interactions, 2,700; New followers, 388; Followers, 13,148; Post engagements, 19,649
- Instagram: Profile impressions, 122,078; Reach, 27,588; Page visits, 5.3K; New Followers, 214; Followers, 19,074; Post engagement, 1,479
- X: Followers, 2,986; Post impressions, 0; Post engagement rate, 0; Mentions, 23
- YouTube (28 days): Channel views, 610; Subscribers, 668
- LinkedIn (30 days): Followers, 1,825; Page Impressions, 1,867; Engagement, 11.71%
- Everbridge: Community OptIns: 5,526; Alert Dania Beach subscribers: 285; Dania Events subscribers: 250
- Designs Created (30 days): 120; Published, 225



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CITY OF DANIA BEACH PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: February 24, 2026

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

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

FROM: Fernando J. Rodriguez, Public Services Director *Fernando J Rodriguez*

CC: Sean Schutten, P.E., Assistant Director CIP & Grants/City Engineer

RE: **PUBLIC SERVICES DEPARTMENT ACTIVITIES – January 12 to February 23, 2026**

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

Landscape Master Plan – Dania Beach Blvd. medians – The design presented and approved by the Commission last year was submitted to FDOT and comments have been addressed. Work on the bid specifications are in the final states and it is expected that the bid award will occur in the spring, followed by the start of work in early summer. The project will likely be completed by mid to late fall.

City Hall Hardening Project – A significant delay due to access control system complications (doors) will be addressed via a change order that will be on the March 10th Commission agenda. This project will significantly improve the safety and indoor environment of occupants (reduced noise and humidity) and better protect the building during periods of storm or hurricane force winds.

SW 34th Terrace Drainage Project – The project in its final stages and will be completed by end of February.

Women's Club Historic Restoration – Permit related delays are being successfully addressed. Currently, one is pending approval from BC Environmental. City building permit comments addressed all sub permits submitted and waiting waiting issuance. The project's expected completion is during the fourth quarter of 2026.

Ocean Park Restrooms – These new, fully updated modern restrooms will replace the restrooms adjacent to the sand. The dry run permit review is in progress, with the first set of comments being addressed by consultant. Bidding is projected in the spring with start of



construction activity foreseen for approximately mid-year. February-March 2027 is the expected completion time frame.

SE Drainage Project

- **Phase 1:** Installation of drainage pipes, inlets, injection wells, and major precast structures has been completed.

Pump station construction (mechanical and electrical components) is in its final stage. The electrical permit has been approved, and coordination between Ric-Man and FPL is underway for material pickup and final electrical work execution.

Substantial Completion is projected for **March 16, 2026**.

Final Completion is anticipated for **mid-April 2026**.

- **Phase 2:** Construction activities are underway, and several components have already been completed, including trenching and installation of drainage pipes, inlets, and structures along SE 4th Street, SE 4th Terrace, and SE 5th Street. Injection well installation has been completed, and roadway restoration activities will follow each drainage segment. Construction of the pump station has commenced. The cofferdam and sheet piles have been installed, and excavation activities are scheduled to begin.

The project is progressing in accordance with the approved baseline schedule. Substantial Completion is scheduled for November 22, 2026, with Final Completion anticipated for December 31, 2027, consistent with the contract duration of 540 calendar days from Notice to Proceed.

GRANTS

FDOT – NW 1st Street Streetscape Beautification – The LAP design phase is nearly complete and Public Services is coordinating with FDOT to finalize the construction phase bid documents. Public Services will be seeking Commission authorization at an upcoming meeting to execute the construction phase grant agreement. Reimbursement costs for the design phase have been submitted to FDOT.

County Incentive Grant Program – The City submitted the CIGP application on February 13, 2026. The application seeks funding for design, construction, and CEI services associated with the proposed A1A U-turn modifications, which are intended to enhance safety, improve mobility, and reduce congestion along the state roadway.



Broward County Grant- Roadway Resurfacing & Rehabilitation- Newly added

This grant is for a "Road Resurfacing Project" that will cover the following areas:

- SW 27th Ave/SW 27th Terr/SW 2nd Terr
- SW 27th Avenue (Griffin Road to SW 46th Street)
- SW 2nd Terrace (SW 4th Avenue to SW 2nd Avenue)
- SW 27th Terrace (SW 46th Street to northern end)

We have requested 300k for this grant. All documents were submitted and the award is currently pending approval with Broward County.



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

DATE: February 17, 2026

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

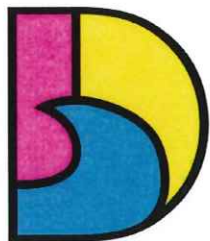
VIA: Candido Sosa-Cruz, ICMA-CM, Deputy City Manager

FROM: Sergio Pellecer, District Fire Chief

RE: Dania Beach Memo to City Manager

Please see the requested information below concerning the January 1, 2026, through January 31, 2026, of the meetings and day to day operations for the BSO Fire Rescue and Emergency Service in Dania Beach:

- Daily morning BSO conference calls – Department Head direction for the day.
- Daily monitoring of Fire Stations and personnel safety – Review Calls and Operations.
- Coffee with the District Chief – Tabletop talk with Station 1-17 crews.
- Agenda reviews team conference calls.
- Agenda reviews with Commissioners.
- Dania Beach Commission Meeting
- BSO Ops Conference call with District Chiefs – Daily morning operations review.
- Fire Station #1 Hardening Grant –The City Team continues to work on Roof and Generator resolution has been approved, working on roof, door openings, and bay doors – This is still on going as of 01/31/2026. Project to be completed by December 31, 2026. Weekly follow up with City Project Manager.
- Fire Truck (Quint 17 FRES2265) our ladder truck is refurbished and back at our Fleet Facility . Expected to be back in service March 2026
- Fire Truck (Rescue 201) our rescue truck is refurbished and back at our Fleet Facility . Expected to be back in service March 2026
- Drive Thru fence for fire truck safety at Fire Station 1 being processed
- Senior's meeting IT Parker – January 8, 2026
- Budget preparation meeting – BSO Command Staff
- Taste of Dania Beach Logistics meeting
- Fire Station and City Hall Generator meeting with Deputy City Manager and Team.



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

- Broward EOC Family Assistance Center Plan Workshop – Emergency Management
- Mobile Integrated Health Co Responder training – DC Pellecer in person
- Broward EOC Incident Management Team – DC Pellecer in person
- Generator meeting with City Team and Genset and Kilowatt
- Walk through of Fire Station 1 with Engineers and City Staff for Hardening Grant
- City Wellness Fair

Training during this period –

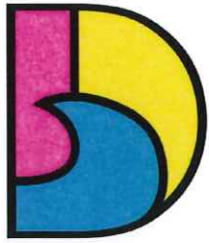
- Coffee Break / Kitchen Table talk with crews at Fire Station 1 and 17
- Engine and Rescue Company training – Standard Operating Guidelines Review
- Pre-Fire plans by Station 1 and 17
- Hydrant Maintenance Station 1 and 17
- E1, Q17 TNT Extrication tool Maintenance
- R1 assisted testing of recruit class

Fire Rescue Unit Training

- Protocol Review with Medical Director continued

Other Community activities

- BC17 Unified Command at Dania After Dark
- E1 and Fire Rescue Cadets Martin Luther King Day of Service



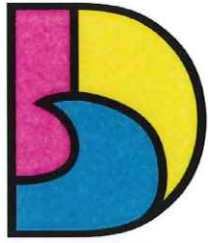
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CITY OF DANIA BEACH BROWARD SHERIFF'S OFFICE (BSO) EXTERNAL MEMORANDUM

Community Outreach & Life Safety Educator January 2026 Activities

Date	Event	Attendance	Age	
01/08/26	CPST Instructor Meeting	4	Adult (18+)	LSE DW, LSE RJ, LSE JB
01/19/26	MLK Celebration Day of Service	100	Varied	LSE DW, BC 17, E1
01/20/26	Safety Town -Collins Elementary	50	K-5 grade (5-10)	LSE DW
01/22/26	Safety Committee Meeting-Cancelled		Adult (18+)	LSE DW
01/24/26	Safety Saturdays: Fall Prevention-Cancelled		Adult (18+)	LSE DW
01/27/26	BLS Certification-Dan Marion Foundation	7	Adult (18+)	LSE DW, FFP Prichard
Jan-26	Homeless Outreach Initiative	15	Adult (18+)	LSE DW, FFP Dean
	Total:	176		

	Continued Education & Community Collaboration
01/14-01/16/26	National Child Passenger Car Seat Safety Training
1/16/2026	Car Seat Event
1/20/2026	Broward County Fire Prevention Subcommittee Meeting
1/21/2026	Youth Firesetter Prevention and Intervention



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

Fire Mashal

January 2026 Activities

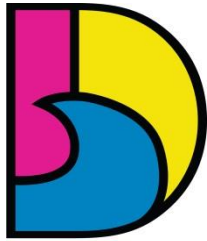
	Dania Beach
Plans Reviewed	40
Annuals	186
BTRs	28
No Access	27
Vacant	36
Complaint	4
1st Reinspection	3
2nd Reinspection	0
3rd (or more) Reinspection	0
Permit Inspections	31
Total Inspections	284
FY Annuals % Complete	42.0%

Incidents By Call Type by Hour

From: 01/01/2026 00:00:00 To: 01/31/2026

INCIDENT TYPE	Total
ABDOMINAL PAIN	13
ACCIDENT HIGHWAY	37
ACCIDENT ROLLOVER OR EXTRICATION	5
ACCIDENT WITH INJURIES	31
ALLERGIC REACTION	4
ANIMAL BITE	5
ASSAULT	8
BACK PAIN	4
CARDIAC/RESPIRATORY ARREST	11
CHEST PAINS NON-TRAUMATIC	24
CHOKING	3
COMMERCIAL STRUCTURE FIRE	3
DEAD PERSON	1
DIABETIC	7
DOMESTIC DISTURBANCE	5
ELECTRICAL UTILITY FIRE	8
ELECTROCUTION	1
ELEVATOR RESCUE	6
EXTRICATION/ENTRAPPED (MACHINERY - NON MVA)	1
EYE INJURY	2
FALL INJURY	50
FALL NO INJURY	11
FIGHT	4
FIRE ALARM	1
FIRE ALARM - COMMERCIAL STRUCTURE	46
FIRE ALARM - HIGH LIFE HAZARD	1
FIRE ALARM - HIGH RISE	1
FIRE ALARM - RESIDENTIAL	6
FIRE INVESTIGATION	4
FIRE OR MEDICAL SERVICE CALL	52
FUEL SPILL/FUEL ODOR LAND	4
GAS LEAK/GAS ODOR	1
HAZ-MAT INCIDENT	1
HEADACHE	1
HEART PROBLEMS	9
HEMORRHAGE OR LACERATION	18
HIT & RUN ON HIGHWAY	2
HIT AND RUN WITH INJURIES	4
INJURY	6
MEDICAL ALARM	11
MENTAL ILLNESS	2
MULTIFAMILY STRUCTURE FIRE (GREATER THAN 5 UNITS)	1
OBSTETRICAL/PREGNANCY/CHILDBIRTH/MI SCARRIAGE	4
ODOR (STRANGE/UNKNOWN)	2
OPEN WATER BOAT MARINE ACCIDENT	1
OUTSIDE FIRE	9
OVERDOSE OR POISONING	4
RESIDENTIAL FIRE	6
SEIZURE	10
SHOOTING	1

SICK PERSON	72
SMOKE INVESTIGATION	1
STABBING	1
STROKE	11
SUICIDE ATTEMPT	4
TROUBLE BREATHING	87
UNCONSCIOUS OR FAINTING	62
UNKNOWN MEDICAL	25
VEHICLE FIRE	7
Total	722



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

MEMORANDUM

DATE: February 16, 2026

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

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

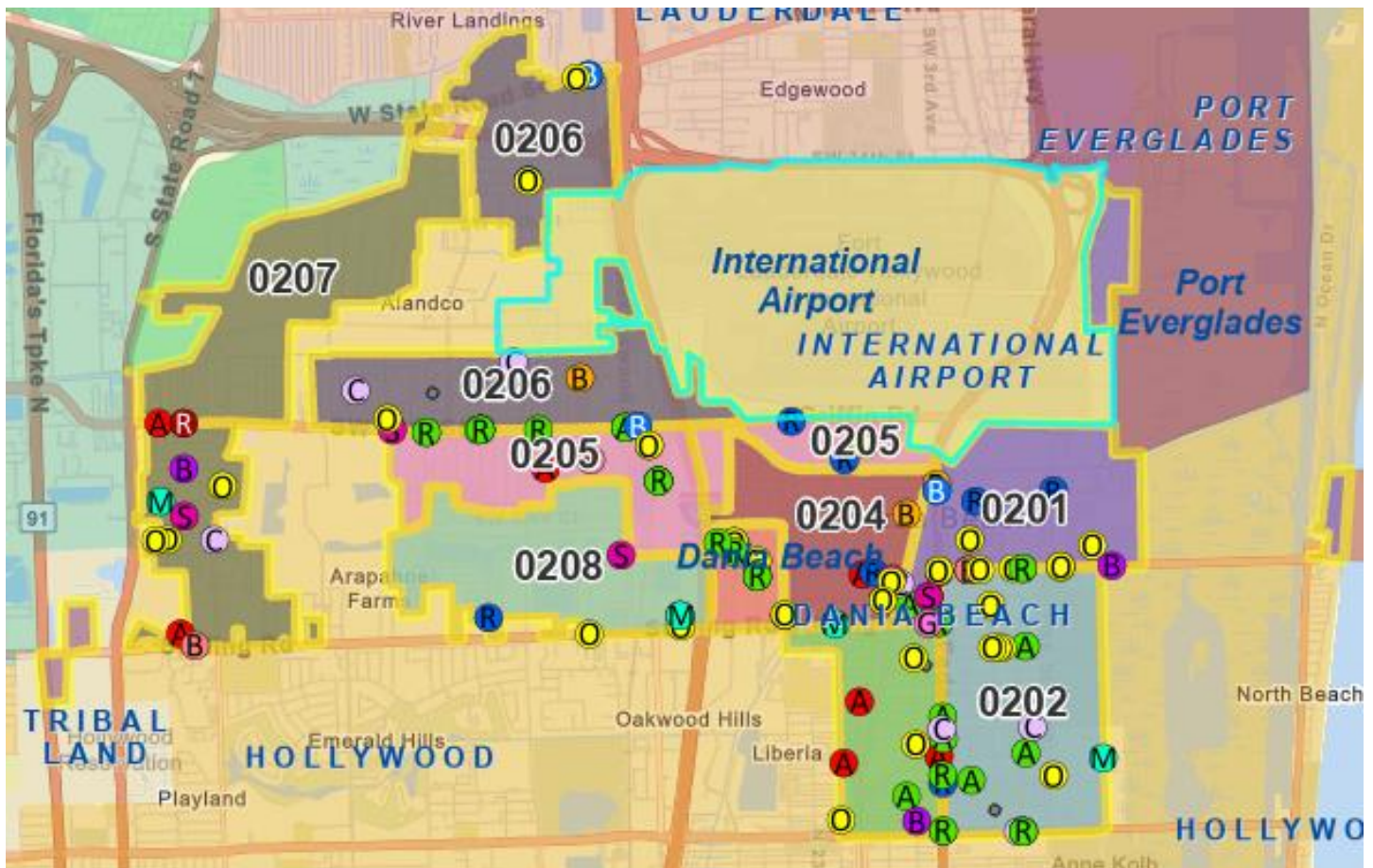
RE: Dania Beach Monthly Memo to City Manager – January 2026

Below are the monthly crime reports for part 1 crimes from 1/4/2026 to 2/11/2026:

 BROWARD SHERIFF'S OFFICE CITY OF DANIA BEACH MONTHLY CRIME REPORT 1/4/2026 - 2/11/2026										
Charge	0201	0202	0203	0204	0205	0206	0207	0208	0240	Grand Total
AGGRAVATED ASSAULT		1	3	1	1		2			8
AGGRAVATED BATTERY	2		1	1		1				5
AUTO THEFT	2	5	1	1	2	1				12
AUTO THEFT - MOTORCYCLE	2			1						3
BURGLARY BUILDING/STRUCTURE	1	2	1							4
BURGLARY BUSINESS	1					3				4
BURGLARY CONVEYANCE		2	1	1		2	1			7
BURGLARY RESIDENCE	2	1	1	2	2			1		9
ROBBERY							1			1
ROBBERY BY SUDDEN SNATCHING	1			1		1	1	1		5
SEXUAL BATTERY		1			1		1			3
THEFT - ALL OTHER	4	10	3	3	4	3	3	3	4	37
THEFT - BICYCLE	1		1				1			3
THEFT - MOTOR VEHICLE PARTS		1		1			1	1		6
THEFT - RETAIL / SHOPLIFTING		3	5		5	5			5	22
THEFT FROM BUILDING			1							1
Grand Total	16	26	18	12	16	17	11	6	9	130

Monthly Crime Report (130 Incidents)

A AGGRAVATED ASSAULT (8)	S ROBBERY BY SUDDEN SNATCHING (5)
B AGGRAVATED BATTERY (5)	B SEXUAL BATTERY (3)
A AUTO THEFT (12)	Y THEFT - ALL OTHER (38)
M AUTO THEFT - MOTORCYCLE (3)	B THEFT - BICYCLE (3)
B BURGLARY BUSINESS (4)	M THEFT - MOTOR VEHICLE PARTS (4)
C BURGLARY CONVEYANCE (7)	R THEFT - RETAIL / SHOPLIFTING (21)
R BURGLARY RESIDENCE (9)	G THEFT FROM BUILDING (1)
R ROBBERY (1)	* <all other values> (6)



Notable Increases/Decreases

When compared to the previous report:

- Part 1 crimes **decreased by 6.1%** over the past six weeks
- Auto thefts **increased by 5.2%**
- Aggravated batteries, assaults, and stalking **increased from about 1 incident per week, to 2**
- Burglaries **decreased by 41%**
- Robberies **increased by 14%**
- Theft incidents **increased by 4%**

Total Arrests

1/4/2026 – 2/11/2026
188

- 155 arrests made by Road Patrol
- 8 arrests made by the Crime Suppression Team
- 25 arrests made by Criminal Investigations

Notable Arrests/Initiatives

- The owner of a local school, Bright Education Institute, was arrested for using potential and previous student's personal information to secure student loans. After the loans were approved, the funds were sent to the owner's personal bank account and were never used for student funding purposes. There were about 40 victims. The Investigation is ongoing.
- Eight additional felony charges were filed against the serial storage unit burglar that plagued South Florida for over a year.
- Two additional suspects were arrested after they burglarized a local dentist office.
- Charges were filed against an Uber driver for stealing from his passenger
- Suspects were identified and charged after stealing numerous items from Sephora, Bass Pro Shops, Walmart, 7-Eleven, and Publix.
- A former employee was charged after they were caught stealing cash from their employer, Anthropologie.
- A suspect was arrested after she burglarized her neighbor's apartment, stole items from it, and set them on fire.
- A warrant was issued for a suspect after he battered a security guard while they were investigating him for transit fare evasion.

- A suspect was charged after she confronted another driver during a road rage incident and used a sharp object to puncture the victim's tire.
- Charges were filed against a suspect for accepting \$75,000 for a boat, then failed to produce the boat for the victim.

Proactive Enforcement Highlights

- Detectives facilitated three controlled drug purchases with BSO's Gang Investigations Unit. The suspects are still being investigated and the case has been picked up by the Bureau of Alcohol, Tobacco, Firearms, and Explosives (ATF).
- An arrest warrant was issued for a suspect accused of robbery and burglary battery at Shoe Station. The suspect was taken into custody by Florida Highway Patrol (FHP).
- Another controlled purchase was successfully completed near College Gardens. The suspects are still being investigated.
- A felony domestic battery suspect was apprehended by detectives after trying to flee the scene.
- Detectives also apprehended a suspect wanted for felony sexual battery.
- Another suspect was arrested for being a convicted felon in possession of a weapon.

In total, 8 arrests were made, and one arrest warrant was issued. Also, 35g of cocaine and 4g of MDMA were seized.

Motors/Commercial Vehicle Enforcement

- Between Dania Beach motormen and road patrol deputies, 533 warnings and citations were issued during the last six weeks.
- A traffic complaint was received for SE 5th Ave regarding drivers speeding and running the stop sign. Deputies focused their enforcement activity in this area for two weeks, resulting in 23 speeding violations, 10 stop sign violations, 17 non-moving violations, and 2 drivers cited for having a suspended license. Deputies noted a decrease in the speeding activity since their enforcement began.
- Two semi-trucks were cited, and one was towed for blocking the sidewalk and overnight parking along E. Dania Beach Blvd.
- Enforcement efforts were also increased along SW 40th Ave. School zones and Griffin Rd. remain heavily monitored.

Homeless Outreach Team (HOT)

- Two people struggling with homelessness (and/or addiction) received housing facilitated by HOT deputies and provided by The TaskForce for Ending Homelessness.
- Three new encampments were located near SW 4th Ave and SW 9th St and were successfully removed.
- HOT deputies also assisted road patrol by responding to 29 calls for service that involved homeless individuals. Seven arrests were made.
- Deputies are continuing to patrol City Hall, Frost Park, Chester Byrd Park, Meadowbrook Square Plaza (Ideal Mall), and Ocean Park Beach.
- In total, HOT deputies conducted 270 area checks and documented contact with 38 people.

Neighborhood Support Team (NST)

Follow-Up/Directives/Initiatives

January 19, 2026 – MLK Day of Service – NST Unit participated in the City of Dania Beach MLK Day of service, which included street beautification along NW 1st Street.

January 20, 2026 – Safety Town Day – NST Unit participated in Safety Town Day with approximately 75 students from Collins Elementary. Safety Town is located at TY Park in collaboration with Memorial Healthcare. The town consisted of safety stations where each assigned presenter spoke on a different safety topic with the children as they rotated between stations.

February 12, 2026 – CW Thomas Official Grand Opening – NST Unit, along with the Dania Beach C.O.P. members attended the official grand opening of the CW Park and facilities.

Meetings Zoom/In Person

- **January 5, 2026** – Active Killer Training – 8:00am – 4:00pm
- **January 6, 2026** – Gracefully Aging – 10:00am
- **January 8, 2026** – Dania Beach C.O.P. Monthly Meeting – 5:00pm
- **January 14, 2026** – Dania Beach Chamber Meeting – 11:30am
- **January 21, 2026** – Law Enforcement Torch Run Meeting – 10:00am
- **January 21, 2026** – Estates of Ft. Lauderdale HOA Meeting – 7:00pm
- **January 22, 2026** – Dania Beach Safety Committee Meeting – 1:00pm
- **January 23, 2026** – Area Agency Aging of Broward County (Meeting) – 12:00pm
- **January 28, 2026** – South Florida Crime Prevention Meeting – 10:30am

- **January 30, 2026** – Dismas Quarterly Community Meeting – 11:00am
- **February 2, 2026** – Annual Firearm Qualifications – 1:00pm – 3:00pm
- **February 5, 2026** – Federal Trade Commission Webinar – 2:00pm
- **February 10, 2026** – Estates of Ft Lauderdale Women's Club – 11:30am
- **February 11, 2026** – Dania Beach Chamber Meeting – 11:30am
- **February 12, 2026** – Dania Beach C.O.P. Monthly Meeting – (Held briefly after CW Thomas Park grand opening celebration)



BROWARD SHERIFF'S OFFICE
CITY OF DANIA BEACH
CALLS FOR SERVICE – 240 ZONE
1/4/2026 – 2/11/2026

THERE WERE A TOTAL OF 241 CALLS FOR SERVICE FOR 240 ZONE WITHIN THE LAST SIX WEEKS.

Calls for Service - 240 Zone	Total
03-HIT & RUN	1
04-ACCIDENT-MINOR	7
08R-MISSING PERSON (RECOVERED)	1
10-50 TRAFFIC STOP	6
12-RECKLESS DRIVER	1
13I-SUSPICIOUS INCIDENT/PACKAGE	18
13P-SUSPICIOUS PERSON	2
13V-SUSPICIOUS VEHICLE	1
14-INFORMATION	6
18-FELONY WARRANT	1
20-MENTALLY ILL PERSON	3
22-DISTURBANCE/NUISANCE	13
22N-DISTURBANCE-NOISE COMPLAINT	7
30-LARCENY	10
31-ASSAULT	2
35-SEXUAL ASSAULT	1
38-DOMESTIC DISTURBANCE	1
38V-DOMESTIC DISTURBANCE VERBAL	2
40-VANDALISM/MALICIOUS MISCHIEF	2
41SA-ROBBERY-PERSONAL/BUSINESS	1
49A-AUDIBLE/INTRUSION ALARM	25
49F-FIRE ALARM	5
49S-SILENT ALARM	1
51-TRESPASSING	8
53-EMBEZZLEMENT-FRAUD	3
66-CIVIL MATTER/CUSTODY ISSUE	4
68-POLICE SERVICE CALL	76
72-LOST/FOUND PROPERTY	2
73-TRAFFIC/PARKING COMPLAINT	3
74-RECALL	3
76-AOA (ASSIST OTHER AGENCY)	11
79-HARASSMENT/STALKING/THREAT	1
911 HANG UP/DROP OFF	13
Grand Total	241

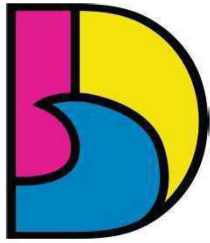
THERE WERE A TOTAL OF **10** PART 1 CRIMES FOR 240 ZONE WITHIN THE LAST SIX WEEKS.

Part 1 Crimes - 240 Zone		Total
THEFT - ALL OTHER		4
THEFT - RETAIL / SHOPLIFTING		6
Grand Total		10

THERE WERE A TOTAL OF **60** NOISE COMPLAINTS FOR ALL ZONES WITHIN THE LAST EIGHT WEEKS.

Date & Time	Address	Apt	Zone
1/17/2026 0:00	101 MONROE UDELL ST	703	0201
1/9/2026 0:09	101 MONROE UDELL ST	701	0201
1/18/2026 23:32	110 NW 1ST ST		0201
1/29/2026 5:12	1101 W DANIA BEACH BLVD	207	0204
1/9/2026 16:21	110TH NW 1ST ST		0201
1/23/2026 22:27	116 SE 1ST TER	3	0202
2/8/2026 2:28	12 SW 4TH ST		0203
1/19/2026 5:04	120 N COMPASS WAY	836	0240
1/18/2026 11:01	120 N COMPASS WAY	730	0240
1/27/2026 2:53	120 N COMPASS WAY	832	0240
1/21/2026 23:17	120 N COMPASS WAY		0240
1/23/2026 1:13	120 N COMPASS WAY		0240
1/21/2026 0:34	120 N COMPASS WAY		0240
1/12/2026 6:21	121 N COMPASS WAY	209	0240
1/13/2026 3:34	1485 SW 12TH AV		0203
1/24/2026 22:39	2 SW 6TH AV	C	0204
1/7/2026 21:58	2 SW 6TH AV	C	0204
1/5/2026 19:20	2 SW 6TH AV		0204
1/10/2026 8:48	2320 SW 44TH ST		0206
1/22/2026 4:15	2460 STATE ROAD 84		0206
2/2/2026 21:52	2750 GRIFFIN RD	405	0205
1/30/2026 4:06	2750 GRIFFIN RD		0205
1/11/2026 22:19	3039 SW 50TH ST		0208
1/15/2026 2:25	307 DIXIE HWY		0203
1/4/2026 1:06	3081 SW 47TH ST		0206
2/2/2026 21:20	3391 GRIFFIN RD		0206
2/7/2026 3:33	348 S FEDERAL HWY	17	0203
1/30/2026 0:29	37 SW 12TH ST		0203
1/10/2026 23:29	3960 SW 51ST ST		0207
1/6/2026 3:36	4111 STIRLING RD	202	0207
1/17/2026 4:43	4131 STIRLING RD		0207
1/26/2026 1:45	4257 SW 49TH CT		0207
2/11/2026 15:28	4524 SW 54TH ST	602	0207
1/12/2026 23:24	4633 SW 28TH AV		0206
1/8/2026 13:23	4633 SW 28TH AV		0206

1/24/2026 21:57	4701 SW 34TH DR		0206
1/10/2026 5:12	48 SE 13TH TER		0202
1/22/2026 23:15	4901 SW 27TH TER		0205
1/25/2026 20:55	4944 SW 26TH TER		0205
1/25/2026 3:59	501 E DANIA BEACH BLVD	3E	0201
1/18/2026 17:50	5010 SW 29TH WAY		0205
1/15/2026 0:26	525 SE 4TH CT		0202
1/18/2026 22:14	55 NW 1ST AV		0201
2/8/2026 3:27	55 NW 1ST AV		0201
2/11/2026 22:28	5505 SW 44TH TER		0207
1/7/2026 21:18	600 E DANIA BEACH BLVD	421	0202
2/1/2026 2:50	600 E DANIA BEACH BLVD	614	0202
1/20/2026 0:59	600 E DANIA BEACH BLVD		0202
1/25/2026 4:48	601 E DANIA BEACH BLVD	238	0201
1/13/2026 4:31	601 E DANIA BEACH BLVD		0201
1/22/2026 5:19	601 E DANIA BEACH BLVD	401	0201
1/18/2026 11:58	601 E DANIA BEACH BLVD		0201
2/5/2026 8:30	601 E DANIA BEACH BLVD		0201
1/22/2026 4:13	601 E DANIA BEACH BLVD		0201
2/10/2026 10:05	661 SE 15TH ST	304	0202
1/10/2026 19:42	711 SW 10TH ST		0203
1/19/2026 0:31	738 SW 1ST ST		0204
1/31/2026 2:53	750 SW 1ST ST		0204
1/30/2026 22:18	SE 3RD AV / SE 3RD ST		0202
1/18/2026 0:49	SE 4TH TER / SE 3RD AV		0202



DANIA BEACH
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CITY OF DANIA BEACH FINANCE DEPARTMENT

MEMORANDUM

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

FROM: Megan Jelaso ,Revenue Accountant

DATE: January 16, 2026

SUBJECT: Finance Monthly Report – December 2025

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

Revenues

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

Capital Projects

- Master Capital projects Schedule to include Grants

Information Technology

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

Business Tax Receipt Activity

- Out of Business/Inactive
- New Applications

Utility Reports

- Delinquency Report
- Meter Replacement Reports
- Aging Report

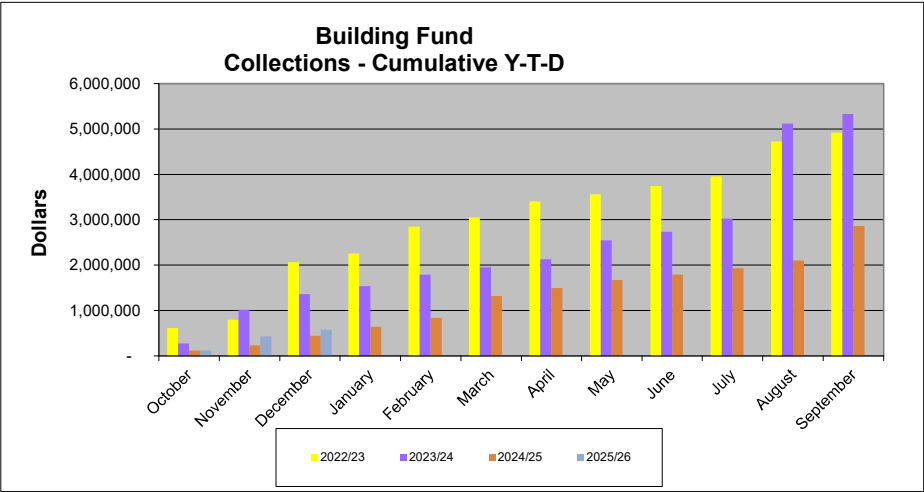
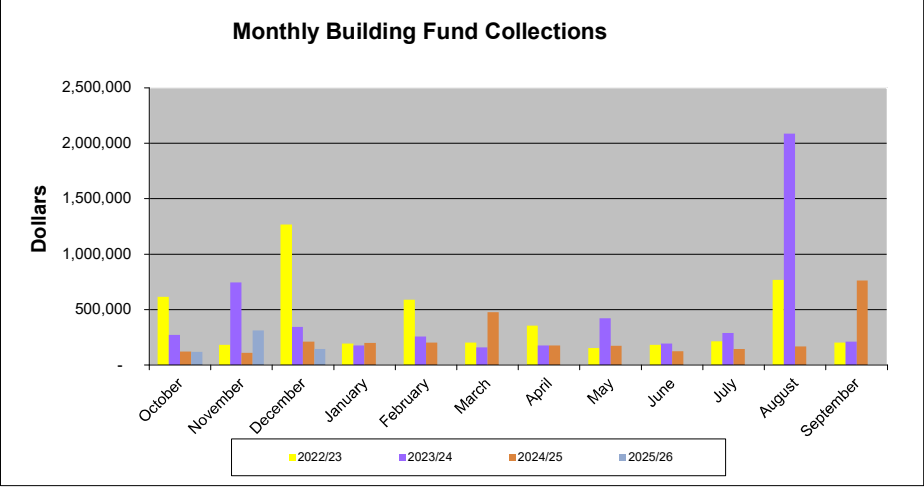
Contingency and Fund Balance Estimate

Building Fund Collections

	2022/23	2023/24	2024/25	2025/26
Monthly				
October	613,610	272,140	120,615	117,903
November	183,413	742,357	110,166	312,849
December	1,267,607	343,469	210,595	143,539
January	193,243	175,715	198,574	
February	588,953	258,034	203,711	
March	202,690	159,520	476,218	
April	356,512	175,277	176,349	
May	153,965	421,096	171,643	
June	181,738	191,611	123,451	
July	212,528	288,360	142,639	
August	767,780	2,087,847	167,242	
September	202,415	209,254	761,728	
Total	4,924,453	5,324,681	2,862,930	574,291

	2022/23	2023/24	2024/25	2025/26
Cumulative				
October	613,610	272,140	120,615	117,903
November	797,023	1,014,498	230,781	430,752
December	2,064,630	1,357,967	441,376	574,291
January	2,257,873	1,533,681	639,950	
February	2,846,825	1,791,716	843,661	
March	3,049,515	1,951,236	1,319,879	
April	3,406,027	2,126,512	1,496,228	
May	3,559,992	2,547,608	1,667,870	
June	3,741,730	2,739,219	1,791,321	
July	3,954,258	3,027,579	1,933,960	
August	4,722,038	5,115,426	2,101,202	
September	4,924,453	5,324,681	2,862,930	
Annual Goal	4,868,000	5,191,000	6,384,224	6,122,413

Building Fund - thru December 2025



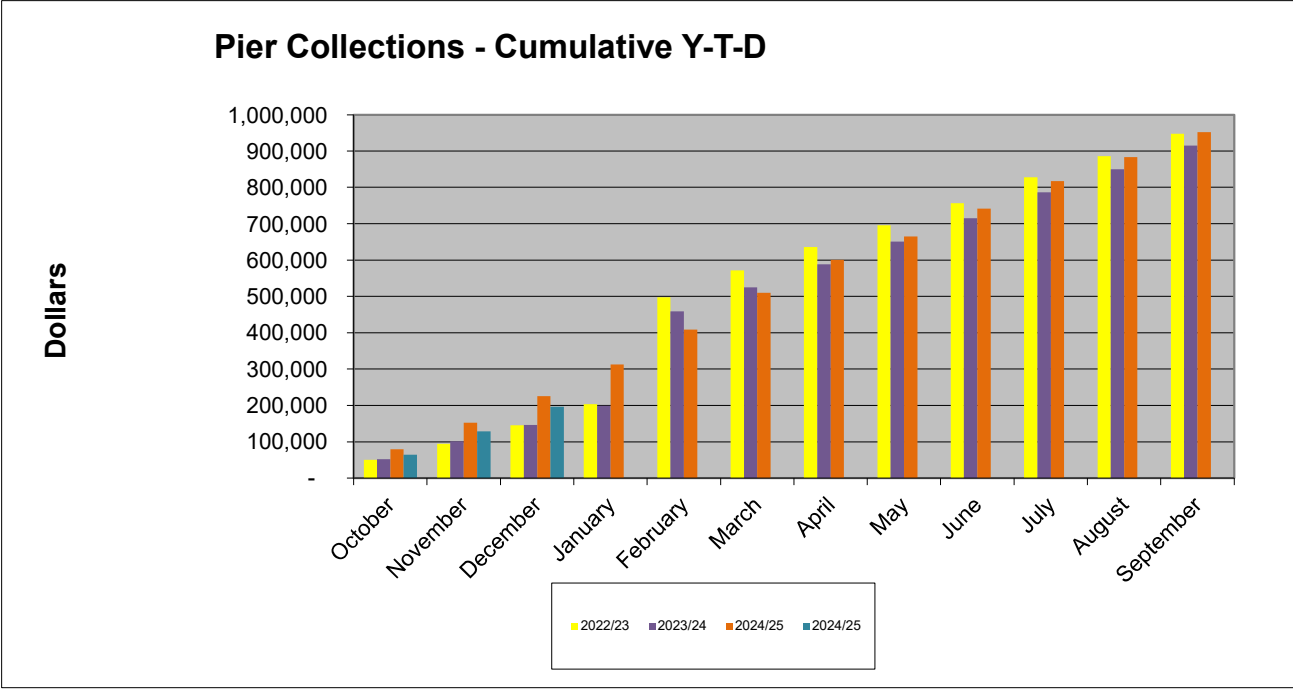
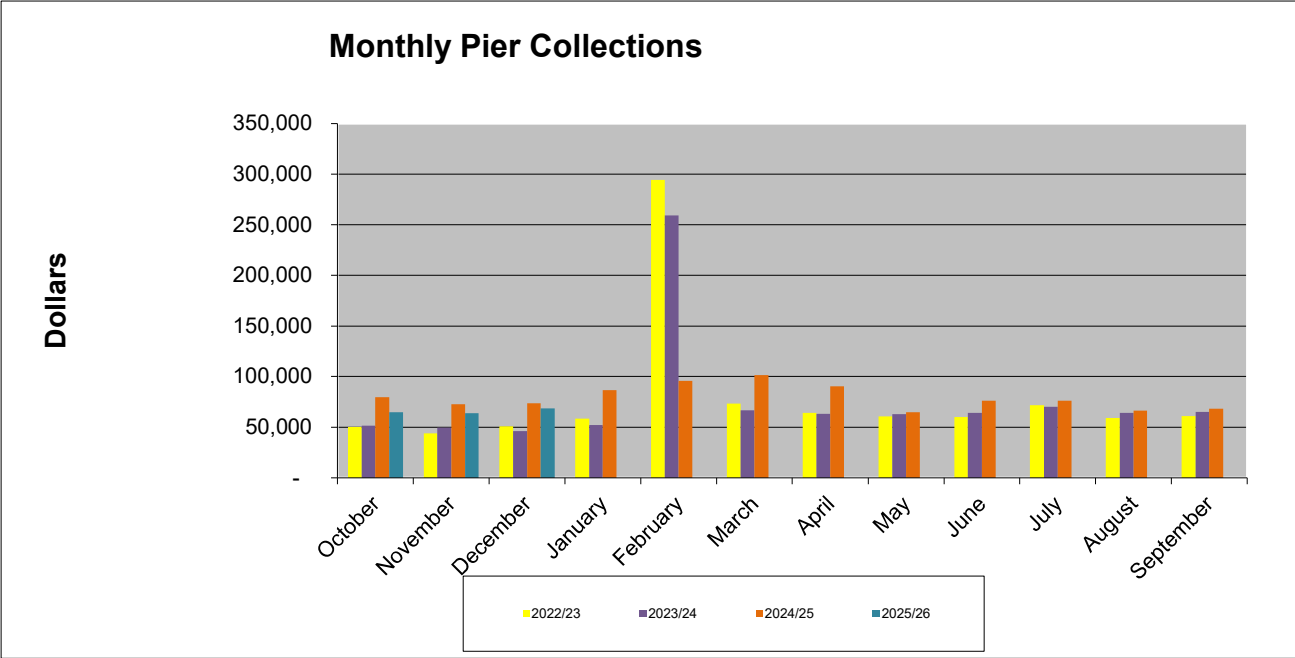
Pier Revenues

	2022/23	2023/24	2024/25	2025/26
Monthly				
October	50,313	51,495	79,614	64,714
November	43,917	49,561	72,745	63,883
December	50,942	45,928	73,627	68,463
January	58,345	52,190	86,644	
February	294,357	259,466	95,845	
March	73,487	66,698	101,540	
April	63,945	63,244	90,201	
May	60,688	62,991	64,881	
June	60,003	64,114	76,113	
July	71,604	70,205	76,082	
August	58,871	64,092	66,383	
September	60,849	65,294	68,310	
Total	947,320	915,279	951,986	197,059

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

	2022/23	2023/24	2024/25	2025/26
Cumulative				
October	50,313	51,495	79,614	64,714
November	94,229	101,056	152,359	128,596
December	145,171	146,984	225,986	197,059
January	203,516	199,174	312,631	
February	497,873	458,640	408,476	
March	571,360	525,338	510,017	
April	635,305	588,583	600,218	
May	695,993	651,574	665,099	
June	755,996	715,688	741,212	
July	827,600	785,894	817,293	
August	886,471	849,985	883,676	
September	947,320	915,279	951,986	
Annual Budget Goal	844,816	937,301	942,488	925,209

Pier Revenues - thru December 2025

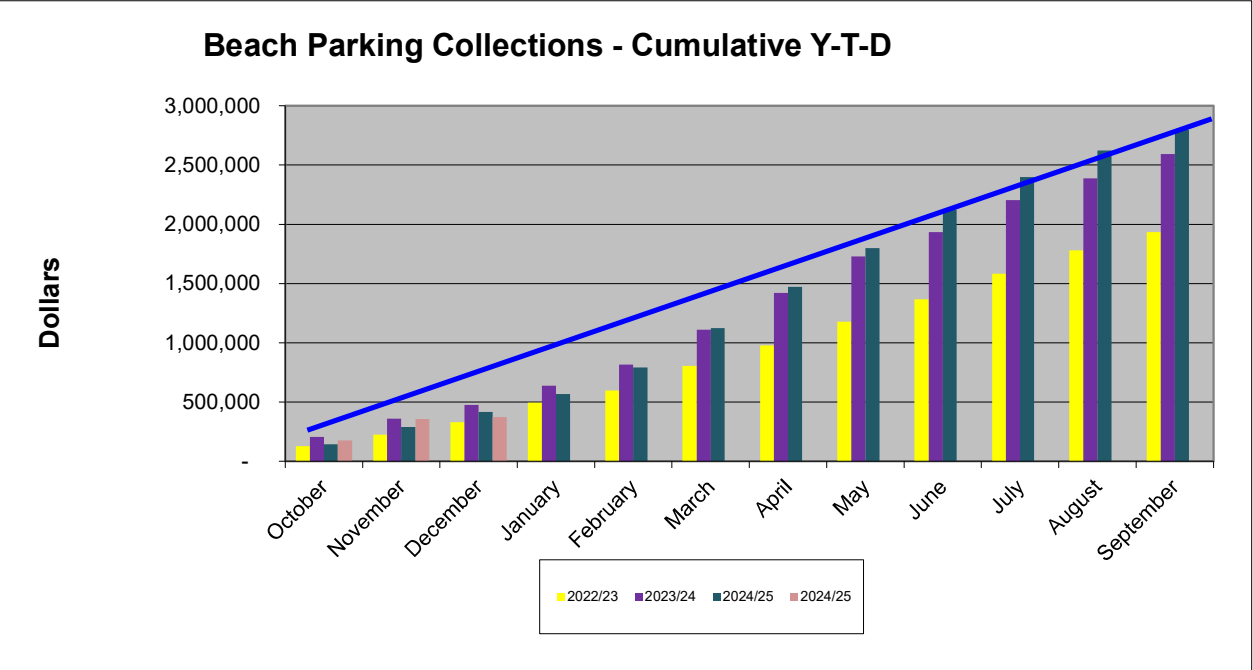
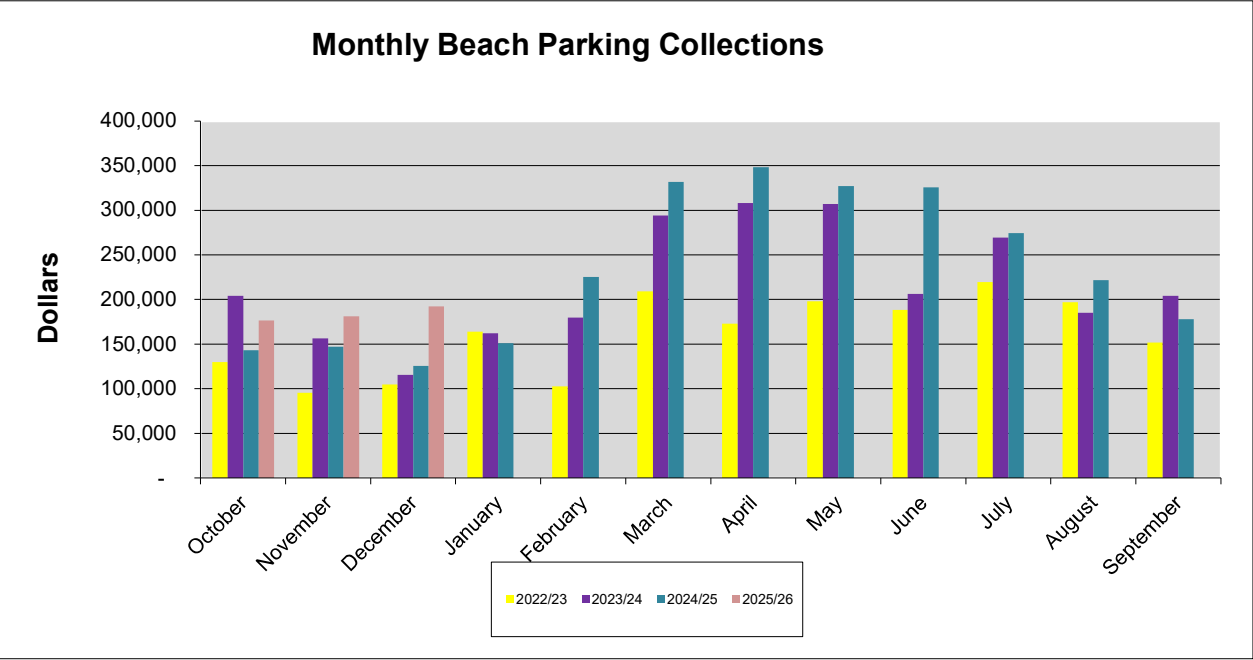


Parking Fee Collections

	<u>2022/23</u>	<u>2023/24</u>	<u>2024/25</u>	<u>2025/26</u>
Monthly				
October	130,026	203,967	143,031	176,491
November	95,694	156,460	146,923	181,129
December	104,713	115,640	125,726	192,465
January	164,030	162,393	150,948	
February	102,648	179,664	225,332	
March	209,333	294,283	331,752	
April	172,853	308,344	348,327	
May	197,957	307,252	327,250	
June	188,603	206,128	325,726	
July	219,627	269,299	274,561	
August	197,119	185,189	221,655	
September	151,776	204,001	178,180	
Total	1,934,380	2,592,620	2,799,412	550,084

	<u>2022/23</u>	<u>2023/24</u>	<u>2024/25</u>	<u>2025/26</u>
Cumulative				
October	130,026	203,967	143,031	176,491
November	225,720	360,427	289,954	357,620
December	330,433	476,068	415,680	373,593
January	494,463	638,460	566,629	
February	597,111	818,125	791,961	
March	806,444	1,112,407	1,123,713	
April	979,297	1,420,751	1,472,041	
May	1,177,255	1,728,003	1,799,291	
June	1,365,857	1,934,131	2,125,016	
July	1,585,485	2,203,430	2,399,578	
August	1,782,604	2,388,619	2,621,233	
September	1,934,380	2,592,620	2,799,412	
Annual Budget Goal	1,558,354	1,800,000	2,500,000	2,800,000

Beach Parking - thru December 2025

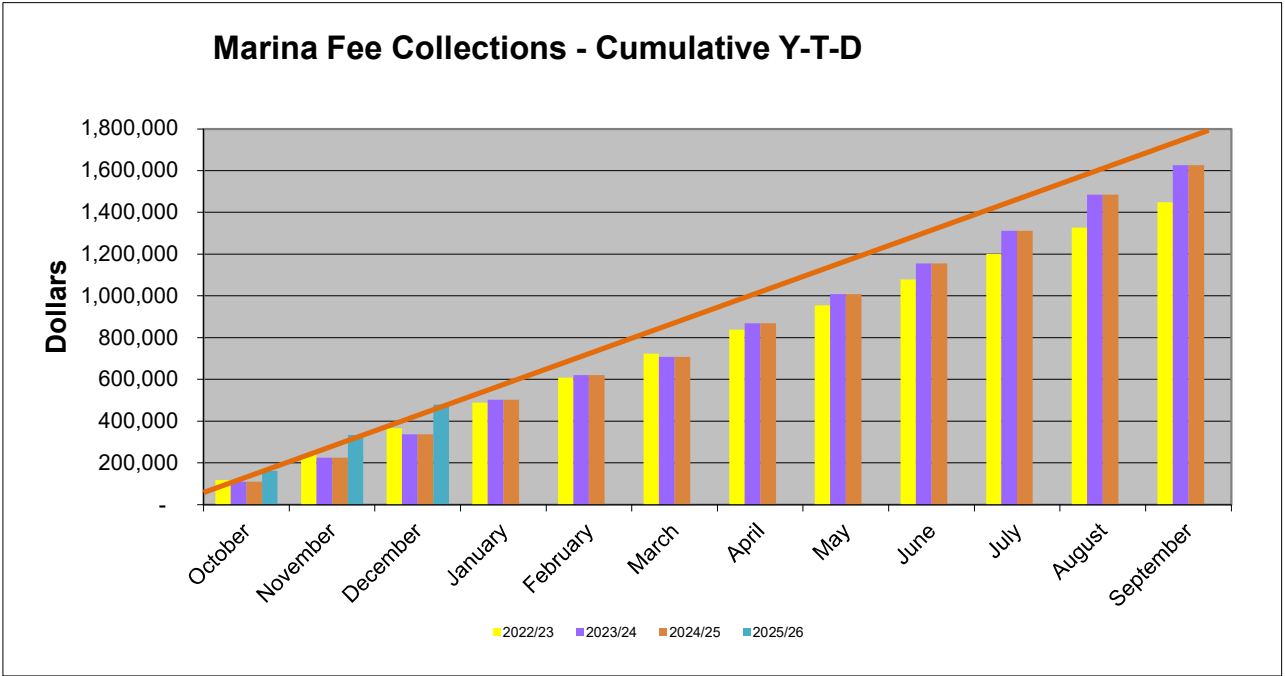
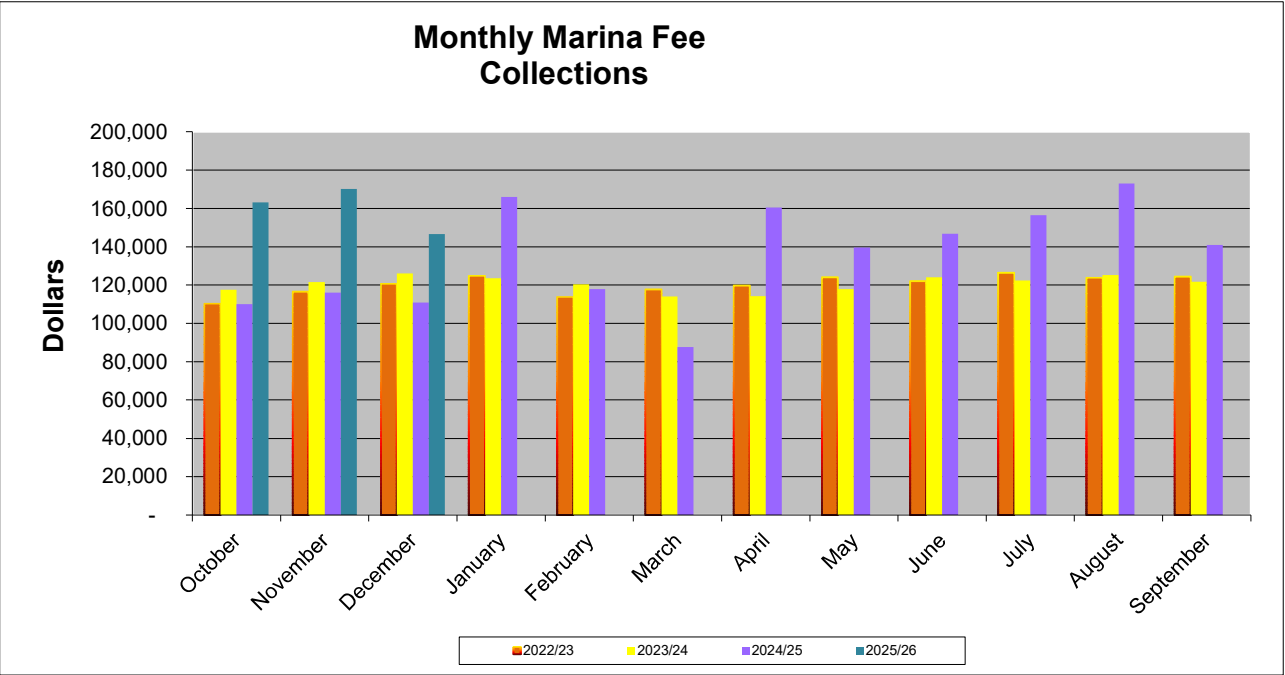


Marina Fee Collections

	<u>2022/23</u>	<u>2023/24</u>	<u>2024/25</u>	<u>2025/26</u>
Monthly				
October	110,239	117,540	110,024	163,130
November	116,542	121,509	116,103	170,190
December	120,621	126,034	110,921	146,650
January	124,885	123,519	165,987	
February	113,849	120,277	117,936	
March	117,710	114,070	87,682	
April	119,728	114,246	160,478	
May	124,138	117,832	139,718	
June	122,027	124,132	146,813	
July	126,485	122,421	156,561	
August	123,889	125,237	173,057	
September	124,369	121,769	140,959	
Total	1,444,481	1,448,584	1,626,236	479,970

	<u>2022/23</u>	<u>2023/24</u>	<u>2024/25</u>	<u>2025/26</u>
Cumulative				
October	117,540	110,024	110,024	163,130
November	239,049	226,127	226,127	333,320
December	365,082	337,048	337,048	479,970
January	488,602	503,035	503,035	
February	608,878	620,970	620,970	
March	722,948	708,652	708,652	
April	837,194	869,130	869,130	
May	955,026	1,008,847	1,008,847	
June	1,079,158	1,155,660	1,155,660	
July	1,201,579	1,312,221	1,312,221	
August	1,326,815	1,485,278	1,485,278	
September	1,448,584	1,626,236	1,626,236	
Budget Goal	1,290,768	1,339,555	1,398,942	1,655,620

Marina Fees - thru December 2025



City of Dania Beach
Commercial Solid Waste Report FY 2025-2026
Payments Received

\$ 1,115,500.00

Waste Hauler																
	Choice Waste AKA Waste Connections		Waste Management		All Service Refuse AKA Republic Services		Panzarella Waste & Recycling Services		Great Waste		Coastal Waste & Recycling		Waste Pro		General Fund	
Permit Application Fee		75.00		75.00				75.00				75.00		150.00		
Annual Permit Fee		1,000.00		1,000.00				1,000.00				1,000.00		1,000.00		Monthly Activity
<u>Monthly Franchise</u>																
Oct	\$	3,591.20	\$	37,462.26	\$	9,909.41	\$	1,496.38	\$	-	\$	7,657.03	-	\$	60,116.28	
Nov	\$	5,467.14	\$	38,847.44	\$	10,644.76	\$	2,020.92	\$	-	\$	6,889.15	-		63,869.41	
Dec	\$	10,176.16	\$	-	\$	8,631.78	\$	1,466.90	\$	-	\$	7,290.86	-		27,565.70	
Jan																-
Feb																-
Mar																-
Apr																-
May																-
Jun																-
Jul																-
Aug																-
Sep																-
Total Mo. Franchise	\$	19,234.50	\$	76,309.70	\$	29,185.95	\$	4,984.20	\$	-	\$	21,837.04	\$	-	\$	151,551.39

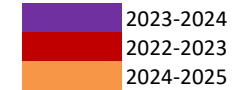
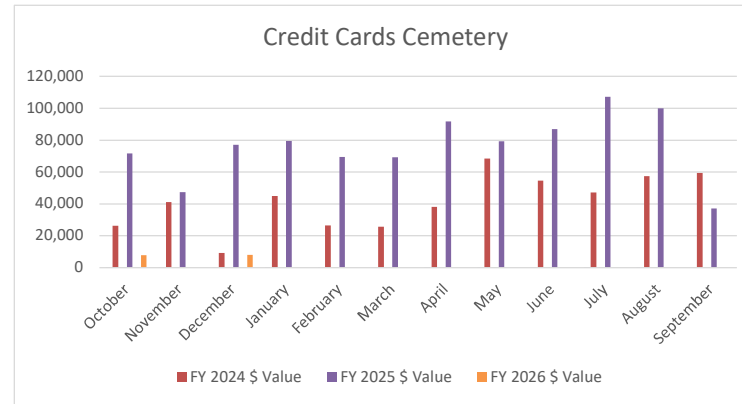
	Choice Waste AKA Waste Connections	Waste Management	All Service Refuse AKA Repucblic Services	Panzarella Waste & Recycling Services	Great Waste	COASTAL WASTE & RECYCLING INC			Solid Waste Fund
Monthly Franchise									
Oct	\$ 897.80	\$ 12,487.42	\$ 3,303.14	\$ 498.80	\$ -	\$ 2,552.35		\$ 19,739.51	
Nov	\$ 1,822.38	\$ 12,949.15	\$ 3,548.25	\$ 673.64		\$ 2,296.38		\$ 21,289.80	
Dec	\$ 3,392.06		\$ 2,877.26	\$ 488.97		\$ 2,430.29		\$ 9,188.58	
Jan								\$ -	
Feb								\$ -	
Mar								\$ -	
Apr								\$ -	
May								\$ -	
Jun								\$ -	
Jul								\$ -	
Aug								\$ -	
Sep								\$ -	
Total Mo. Franchise	\$ 6,112.24	\$ 25,436.57	\$ 9,728.65	\$ 1,661.41	\$ -	\$ 7,279.02	\$ -	\$ 50,217.89	
Total Receipts	\$ 26,421.74	\$ 102,821.27	\$ 38,914.60	\$ 7,720.61	\$ -	\$ 30,191.06	\$ 1,150.00	\$ 207,219.28	

Fund	Project ID	Project Name	Revenue Source	Project Phase/Status	Grant Expiration	Original Budget Description	Original Budget	Amended Budget Description	Amended Budget	Prior Fiscal Year Totals	FY22 Expenses	FY23 Expenses	FY25 Expenses	FY25 Encumbrances	FY26 Expenses	FY26 Encumbrances	Remaining Budget	Return Funding on Completed Projects	Comments
403	403-38-13-538-63-10	SE Stormwater II	SRF Loan, Stormwater	Construction			-	880,472.00	-	(264,177.29)	(292,707.69)	(107,523.53)	(710,296.56)	-	-	-	-		
403	403-38-13-538-63-10	SE Stormwater II	SRF Loan, Stormwater	Construction		FY12 Budget Adjust	5,496,775.00	(24,500.00)	-	(3,028.50)	-	-	-	-	-	-	(0)		
403	403-38-13-538-63-10	SE Stormwater II	SRF Loan, Stormwater	Construction		FY14 Budget Adjust	400,574.00	3,556.00	-	-	-	-	-	-	-	-	-		
403	403-38-13-538-63-10	SE Stormwater II	SRF Loan, Stormwater	Construction		FY16 Budget Adjust	220,033.00	(15,032.00)	-	-	-	-	-	-	-	-	-		
403	403-38-13-538-63-10	SE Stormwater II	SRF Loan, Stormwater	Construction		Adjustment	(32,807.00)	3,081.66	-	-	-	-	-	-	-	-	-		
403	403-38-13-538-63-10	SE Stormwater II	SF Stormwater	Construction		Transfer from Phase	42,347.00	(5,596,666.56)	-	-	-	-	-	-	-	-	-		
403	403-38-31-538-63-10	Neighborhood Drainage Improv.	Transportation Surtax, Stormwater	Construction			1,170,960.00	Budget Appropriation	3,000,000.00	(340,262.00)	(746,914.00)	(1,564,326.49)	(119,743.27)	-	(11,295.00)	(132,019.80)	(0)		
403	403-38-31-538-63-10	Neighborhood Drainage Improv.	Transportation Surtax, Stormwater	Construction			-	-	133,240.35	-	-	-	-	-	-	-	-		
403	403-38-31-538-63-10	Neighborhood Drainage Improv.	Transportation Surtax, Stormwater	Construction			-	-	(1,225,188.00)	-	-	-	-	-	-	-	-		
403	403-38-32-538-31-10	Citywide Stormwater Masterplan	Stormwater, CDBG-MIT	Design			1,060,000.00	Reso 2022-158	16,535.00	-	-	(1,066,339.59)	-	-	-	-	-		
403	403-38-32-538-31-10	Citywide Stormwater Masterplan	Stormwater, CDBG-MIT	Design			-	-	-	-	-	-	-	-	(235.00)	(9,960.43)	-		
403	403-38-32-538-31-10	Citywide Stormwater Masterplan	Stormwater, CDBG-MIT	Design			-	-	-	-	-	-	-	-	-	-	-		
403	403-38-32-538-31-10	Citywide Stormwater Masterplan	Stormwater, CDBG-MIT	Design			-	-	-	-	-	-	-	-	-	-	-		
403	403-38-33-538-63-10	SW 43 Terr Stormwater (Surtax)	Transportation Surtax, Stormwater	Construction - Grant Revenue Received Nov 2023			2,297,468.00	-	-	-	(1,971,089.78)	-	-	-	-	-	0		
403	403-38-33-538-63-10	SW 43 Terr Stormwater (Surtax)	Transportation Surtax, Stormwater	Construction - Grant Revenue Received Nov 2023			-	-	-	-	-	-	-	-	-	-	-		
403	403-38-33-538-63-10	SW 43 Terr Stormwater (Surtax)	Transportation Surtax, Stormwater	Construction - Grant Revenue Received Nov 2023			(170,438.00)	-	-	-	(155,940.00)	-	-	-	-	-	-		
403	403-38-34-538-63-10	P1 Mail Drainage	Stormwater	Construction			247,340.00	-	107,979.90	(111,895.00)	-	(291,304.90)	-	(3,539.50)	(60,479.25)	-	0		
403	403-38-34-538-63-10	P1 Mail Drainage	Stormwater	Construction			-	-	111,895.00	-	-	-	-	-	-	-	-		
403	403-38-12-538-63-10	SE Stormwater Phase I	Stormwater	Construction			798,625.00	-	(798,625.00)	-	(3,936.00)	-	-	-	(36,432.00)	-	-		
403	403-38-12-538-63-10	SE Stormwater Phase I	Stormwater	Construction			-	-	40,368.00	-	-	-	-	-	-	-	-		
401	401-17-05-533-31-10	AMM Water Meter System	Water	Design			132,770.00	-	(265,540.00)	-	-	-	-	-	-	-	-		
401	401-17-05-533-31-10	AMM Water Meter System	Water	Design			-	-	-	-	-	-	-	-	-	-	-		
401	401-17-05-533-31-10	AMM Water Meter System	Water	Design			132,770.00	-	-	-	-	-	-	-	-	-	-		
401	401-17-05-533-31-10	AMM Water Meter System	Water	Design			-	-	-	-	-	-	-	-	-	-	-		
401	401-33-44-533-31-10	NW 1st Ave Water Main Siting	Water	Design			-	-	80,160.00	-	-	-	-	-	-	-	-		
401	401-33-44-533-31-10	NW 1st Ave Water Main Siting	Water	Design			-	-	-	-	-	-	-	-	-	-	-		
401	401-33-44-533-31-10	NW 1st Ave Water Main Siting	Water	Design			-	-	303,023.00	-	-	-	-	-	-	-	-		
401	401-33-44-533-31-10	NW 1st Ave Water Main Siting	Water	Design			-	-	-	-	-	-	-	-	-	-	-		
402	402-35-26-535-63-10	Lift Rehab S 7,10	Sewer	Construction			2,024,156.10	0	120,713.00	(1,007,274.05)	-	(1,016,882.05)	-	-	-	-	120,713		Carryforward-resopropriate
402	402-35-26-535-63-10	Lift Rehab S 7,10	Sewer	Construction			-	-	-	-	-	-	-	-	-	-	-		
402	402-35-26-535-63-10	Lift Rehab S 7,10	Sewer	Construction			-	-	-	-	-	-	-	-	-	-	-		
402	402-35-26-535-63-10	Lift Rehab S 7,10	Sewer	Construction			-	-	-	-	-	-	-	-	-	-	-		
402	402-35-27-535-63-10	SCADA System	Sewer	Construction			257,714.88	Transfer JE#2021-24	-	(248,275.37)	-	(23,060.00)	-	-	-	-	(0)		
402	402-35-27-535-63-10	SCADA System	Sewer	Construction			13,620.00	Project Amount Rec	-	-	-	-	-	-	-	-	-		
402	402-35-20-535-63-10	IBU Mainline Repairs	Sewer	Construction			-	-	1,450,937.00	-	-	-	-	-	-	-	1		
402	402-35-20-535-63-10	IBU Mainline Repairs	Sewer	Construction			-	-	-	-	-	-	-	-	-	-	-		
402	402-35-28-535-31-10	HMGP Lift Stations	HMGP	Construction	9/30/2026		434,800.00	-	111,732.00	(82,600.00)	(352,200.00)	-	-	-	(18,763.75)	(92,867.50)	1		
402	402-35-28-535-31-10	HMGP Lift Stations	HMGP	Construction	9/30/2026		-	-	-	-	-	-	-	-	-	-	-		
402	402-35-28-535-31-10	HMGP Lift Stations	HMGP	Construction	9/30/2026		-	-	7,950,798.00	-	-	-	-	-	-	-	-		
402	402-35-28-535-31-10	HMGP Lift Stations	HMGP	Construction	9/30/2026		-	-	-	-	-	-	-	-	-	-	-		
402	402-35-28-535-63-10	HMGP Lift Stations	HMGP	Construction	9/30/2026		-	-	-	-	-	-	-	-	(217,312.50)	(7,733,484.89)	8,339,000		
402	402-35-29-535-63-10	Lift Station Mitigation Phs III	FDEP	Construction	9/30/2026		-	-	8,339,000.00	-	-	-	-	-	-	-	-		
402	402-35-29-535-63-10	Lift Station Mitigation Phs III	FDEP	Construction	9/30/2026		-	-	-	-	-	-	-	-	-	-	-		
402	402-35-29-535-63-10	Lift Station Mitigation Phs III	FDEP	Construction	9/30/2026		-	-	-	-	-	-	-	-	-	-	-		
402	402-35-29-535-63-10	Lift Station Mitigation Phs III	FDEP	Construction	9/30/2026		-	-	-	-	-	-	-	-	-	-	-		
402	402-35-30-535-63-10	Lift Station AFPA	Construction				637,491.03	-	3,432,399.00	-	(637,491.03)	-	(1,590,863.00)	(1,481,535.97)	-	-	0		
402	402-35-30-535-63-10	Lift Station AFPA	Construction				-	-	-	-	-	-	-	-	-	-	-		
405	405-72-15-572-63-10	Pier Refurbishing	Pier, GF Loan	Construction			500,000.00	Budget Appropriation	944,268.00	(170,449.00)	(664,118.48)	(887,561.91)	-	-	-	-	-		PO#2021-0169 - 6-17-2024. The encumbrance side did not post. Tania is currently investigating.
405	405-72-15-572-63-10	Pier Refurbishing	Pier, GF Loan	Construction			-	GF Loan Reso#2021	873,920.00	-	-	(308.15)	308.15	-	-	-	-		
405	405-72-15-572-63-10	Pier Refurbishing	Pier, GF Loan	Construction			-	-	(796,056.83)	-	-	-	-	-	-	-	-		
415	415-45-02-545-31-10	Parking Facility	Pier, GF Loan	Construction			99,496.10	-	119,000.00	-	-	(99,496.10)	-	(1,699.37)	(6,814.47)	-	2,160,486		
415	415-45-02-545-63-10	Parking Facility	Pier, GF Loan	Construction			348,622.00	-	2,050,000.00	-	-	(348,622.00)	-	-	-	-	-		
415	415-45-03-545-31-10	City Center Garage	Pier, GF Loan	Construction			4,180.00	-	15,000.00	-	-	-	-	-	-	-	313,595		
415	415-45-03-545-63-10	City Center Garage	Pier, GF Loan	Construction			-	0	409,628.00	-	-	(4,180.00)	-	-	-	(111,033.50)	-		
415	415-45-24-545-31-10	Restroom and Storage Facility	Pier, GF Loan	Construction			-	-	284,709.00	-	-	-	-	-	(29,806.25)	(254,902.00)	1		
415	415-45-24-545-31-10	Restroom and Storage Facility	Pier, GF Loan	Construction			-	-	-	-	-	-	-	-	-	-	-		
415	415-72-15-572-63-10	Pier Refurbishing	Pier, GF Loan	Construction			2,141,776.84	-	211,000.00	-	-	(2,141,776.84)	-	(48,250.00)	(162,750.00)	-	2,445,000		
415	415-72-15-572-63-10	Pier Refurbishing	Pier, GF Loan	Construction			-	-	2,445,000.00	-	-	-	-	-	-	-	-		
103	103-22-65-522-31-10	HMGP - Fire Rescue Station # 1	HMGP, City Match	Construction	7/31/2024		165,868.00	-	-	-	(96,614.00)	(18,259.00)	(845.00)	-	-	(49,387.50)	812,851		
103	103-22-65-522-31-10	HMGP - Fire Rescue Station # 1	HMGP, City Match	Construction	7/31/2024	FEMA - Hazard MIT Program	-	-	-	-	-	-	-	-	-	-	-		
103	103-22-65-522-63-10	HMGP - Fire Rescue Station # 1	HMGP, City Match	Construction	7/31/2024	City's 25% Match	-	0	812,288.00	-	-	-	-	-	-	-	-		
103	103-18-65-519-31-10	HMGP - City Hall Wind Retrofit an	HMGP	Design	6/30/2024	103-00-00-331-10-05	-	-	58,115.00	-	(10,350.00)	(109,754.00)	(8,367.00)	-	(2,275.00)	(55,840.00)	1,766,306		
103	103-18-65-519-31-10	HMGP - City Hall Wind Retrofit an	HMGP	Design	6/30/2024	-	-	-	-	-	-	-	-	-	-	-	-		
103	103-18-65-519-63-10	HMGP - City Hall Wind Retrofit an	HMGP	Design	6/30/2024	103-00-00-381-10-0	222,300.00	-	2,003,931.00	-	(179,269.54)	-	-	-	-	-	-		
103	103-18-65-519-63-10	HMGP - City Hall Wind Retrofit an	HMGP	Design	6/30/2024	-	2,183,200.00	(2,097,759.46)	-	-	-	-	-	-	-	-	-		
103	103-39-67-541-63-10	CDBG 48th Yr Solar Lights	CDBG	Design	9/30/2023	-	-	-	-	-	-	-	-	-	-	-	-		
103	103-39-67-541-63-10	CDBG 48th Yr Solar Lights	CDBG	Design	9/30/2023	-	-	-	-	-	-	-	-	-	-	-	-		
103	103-39-67-541-63-10	CDBG 48th Yr Solar Lights	CDBG	Design	9/30/2023	-	-	-	-	-	-	-	-	-	-	-	-		
103	103-39-67-541-63-10	CDBG 48th Yr Solar Lights	CDBG	Design	9/30/2023	-	-	-	-	-	-	-	-	-	-	-	-		
103	103-21-65-521-31-10	HMGP Hardening Grant Police	HMGP	Design	5/31/2024	28,000.00	-	(949.00)	-	(8,550.00)	-	(3,100.00)	-	-	(15,400.00)	-	1		
103	103-21-65-521-63-10	HMGP Hardening Grant Police	HMGP	Design	5/31/2024	103-39-67-541-63-10	-	-	-	-	-	-	-	-	-	-	48,438		
103	103-21-65-521-63-10	HMGP Hardening Grant Police	HMGP	Design	5/31/2024	-	236,000.00	-	-	-	-	-	-	-	-	(187,561.59)	-		
103	103-21-65-521-63-10	HMGP Hardening Grant Police	HMGP	Design	5/31/2024	-	-	-	-	-	-	-	-	-	-	-	-		
103	103-72-10-572-63-10	Mullikin Park	FDEP	Design	6/30/2025	Currently budgeted	50,000.00	Additional Funding	11,764.50	-	(3,798)	(8,735)	-	-	-	-	(0)		
103	103-72-10-572-63-10	Mullikin Park	FDEP	Design	6/30/2025	-	312,623.00	872024-3077 Appr	(73,633.00)	-	-	(1,042,062.28)	-	-	-	-	-		
103	103-72-10-572-31-10	Mullikin Park	FDEP	Design	6/30/2025	-	-	-	250,000.00	-	-	-	-	-	-	-	-		
103	103-15-01-515-31-10	Watershed Master Plan	FEMA	Design															

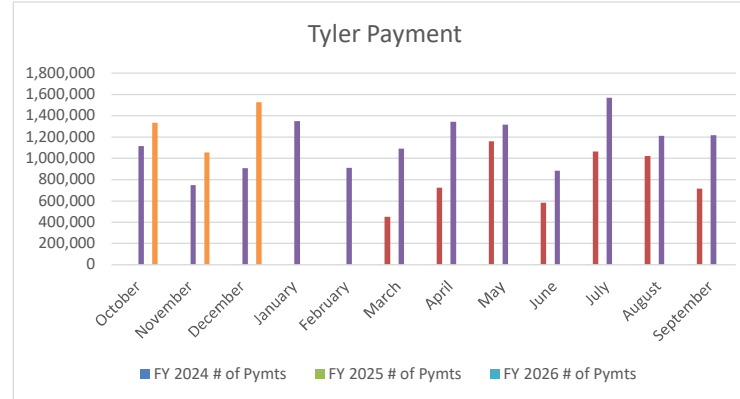
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	FY 2024		FY 2025		FY 2026	
	<u># of</u>		<u># of</u>		<u># of</u>	
	<u>Pymts</u>	<u>\$ Value</u>	<u>Pymts</u>	<u>\$ Value</u>	<u>Pymts</u>	<u>\$ Value</u>
October	12	\$26,300	19	\$71,675	3	\$7,795
November	21	\$41,105	13	\$47,330	0	\$0
December	6	\$9,330	25	\$77,085	3	\$7,930
January	19	\$44,995	22	\$79,600		
February	9	\$26,465	25	\$69,500		
March	9	\$25,630	24	\$69,365		
April	9	\$38,255	27	\$91,680		
May	17	\$68,375	20	\$79,375		
June	18	\$54,575	26	\$86,885		
July	18	\$47,175	28	\$107,175		
August	25	\$57,400	28	\$100,080		
September	17	\$59,485	13	\$37,220		
		\$499,090		\$916,970		\$15,725

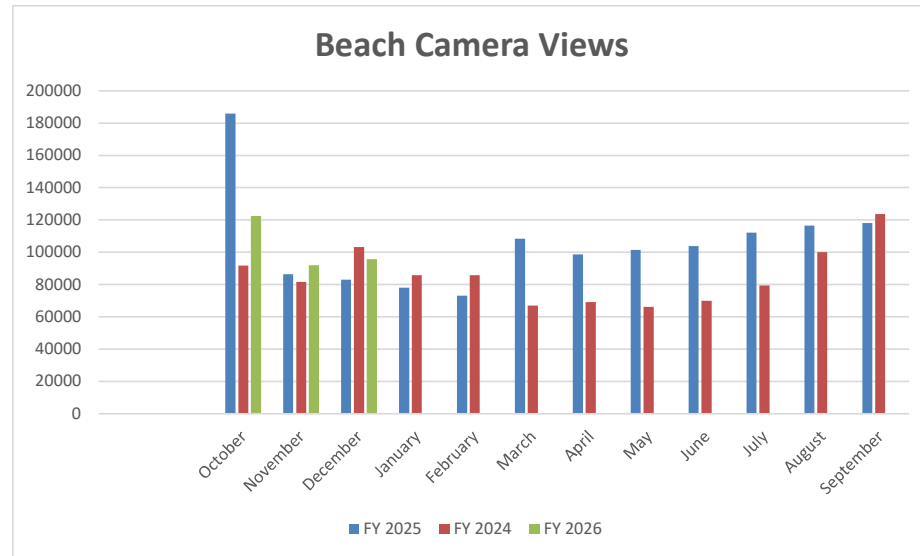


FY 2024			FY 2025		FY 2026	
	<u># of</u>		<u># of</u>		<u># of</u>	
	<u>Pymts</u>	<u>\$ Value</u>	<u>Pymts</u>	<u>\$ Value</u>	<u>Pymts</u>	<u>\$ Value</u>
October			31	\$1,115,216	31	\$1,336,433
November			30	\$749,206	31	\$1,055,446
December			31	\$908,920	31	\$1,528,340
January			31	\$1,351,246		
February			28	\$911,799		
March	31	\$448,959	31	\$1,090,436		
April	30	\$724,743	30	\$1,343,615		
May	30	\$1,159,841	31	\$1,315,746		
June	30	\$584,435	30	\$883,247		
July	31	\$1,062,320	31	\$1,569,315		
August	31	\$1,020,856	31	\$1,209,483		
September	30	\$715,255	30	\$1,218,265		



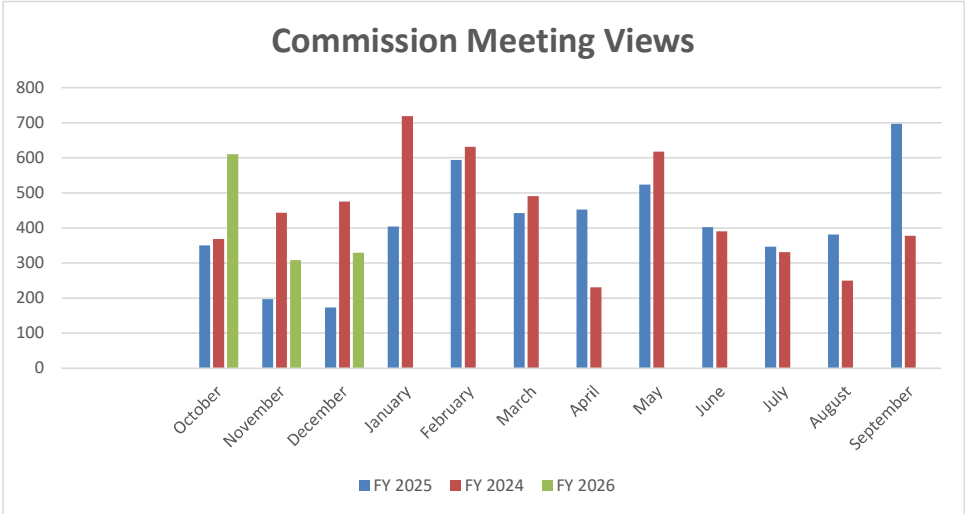
Report is Financial activity summary
Pull information from "Net Financial Activity"

	FY 2025	FY 2024	FY 2026
October	185,800	91,738	122,400
November	86,300	81,622	91,900
December	83,000	103,235	95,700
January	78,000	85,760	
February	73,100	85,861	
March	108,200	67,008	
April	98,600	69,102	
May	101,300	66,040	
June	103,900	70,024	
July	112,100	79,388	
August	116,600	100,130	
September	118,000	123,562	



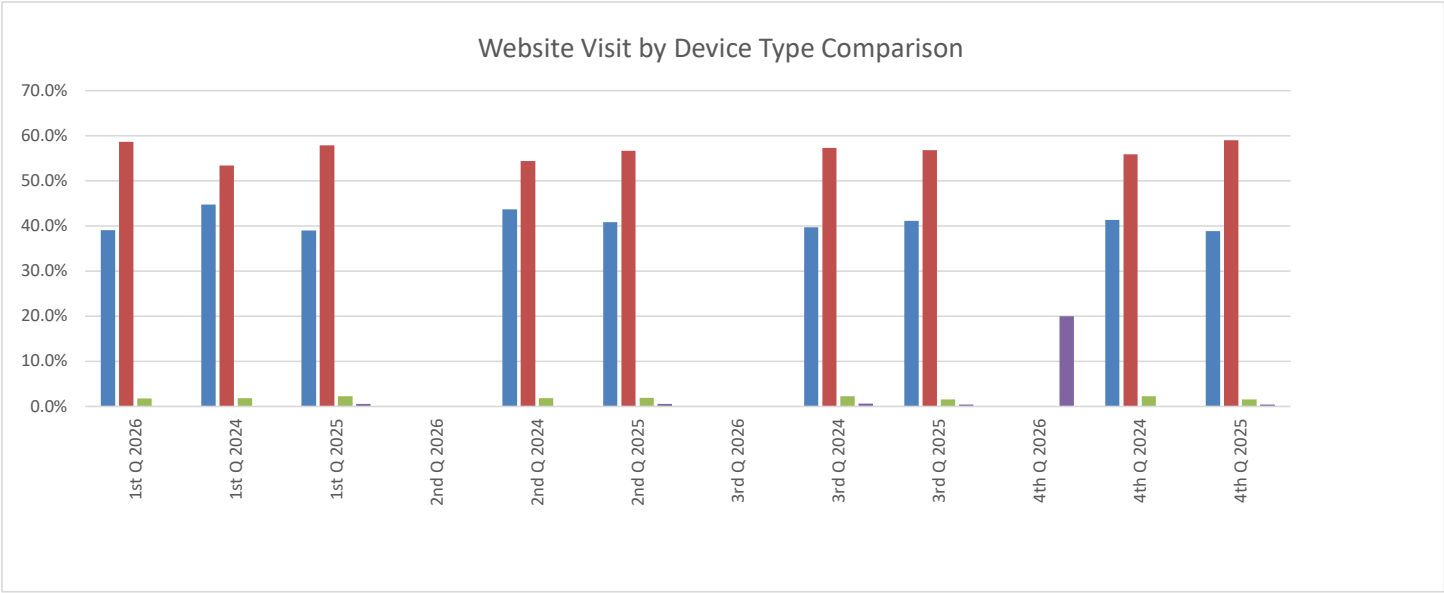
YouTube Channel
FY 2025 **FY 2024** **FY 2026**

October	351	369	610
November	197	444	309
December	173	475	329
January	404	719	
February	594	632	
March	442	491	
April	453	231	
May	524	618	
June	403	391	
July	347	331	
August	382	250	
September	697	378	

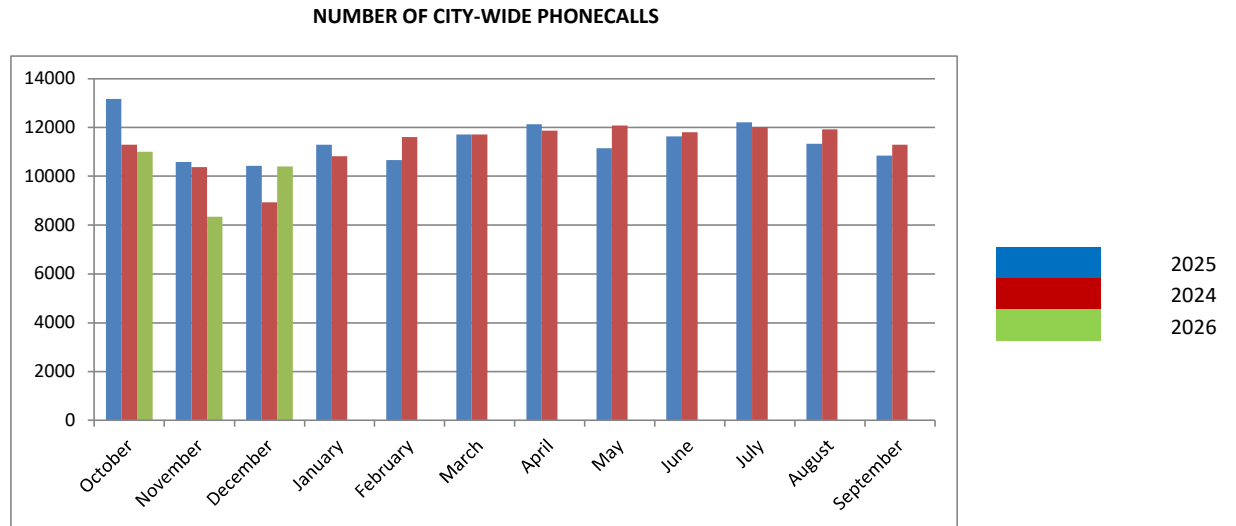


Website Visit by Device Type Comparison

	1st Q 2026	1st Q 2024	1st Q 2025	2nd Q 2026	2nd Q 2024	2nd Q 2025	3rd Q 2026	3rd Q 2024	3rd Q 2025	4th Q 2026	4th Q 2024	4th Q 2025
Desktop	39.1%	44.7%	39.0%		43.7%	40.9%			39.7%	41.2%	41.4%	38.9%
Smartphone	58.7%	53.4%	57.9%		54.4%	56.6%			57.3%	56.8%	55.9%	59.0%
Tablet	1.8%	1.8%	2.3%		1.9%	2.0%			2.3%	1.5%	2.3%	1.6%
Other		0.0%	0.6%		0.0%	0.5%	0.0%	0.7%	0.5%	20.0%	0.1%	0.4%



	<u>FY 2025</u>	<u>FY 2024</u>	<u>FY 2026</u>
October	13,174	11,286	11,003
November	10,591	10,370	8,344
December	10,419	8,932	10,399
January	11,291	10,820	
February	10,664	11,612	
March	11,721	11,703	
April	12,138	11,869	
May	11,151	12,087	
June	11,638	11,809	
July	12,211	12,019	
August	11,330	11,919	
September	10,853	11,293	



Business Tax Receipt Activity - December 2025

Out of Business/Inactive	# of BTRs	Dollar Amount
2080 Griffin Holdings LLC	1	\$ 295.30
Rush Liquor Corp	1	\$ 425.00
Freja LLC	1	\$ 131.25
Premium Mobility LLC	1	\$ 341.00
Safety Guys LLC	1	\$ 486.25
Short & Sexy Hair Studio Inc	1	\$ 393.75
Marfran Enterprises Inc	1	\$ 451.25
Yosi Assaf	1	\$ 118.13
Total Out of Business/Inactive	8	\$ 2,641.93

New Approved Applications	# of BTRs	Dollar Amount
1502 S Federal Hwy LLC C/O Joseph Xiras	1	\$ 236.25
2080 Griffin Holdings LLC	1	\$ 236.25
AB Beauty Solutions LLC	1	\$ 520.00
Always Sunny Detailing	1	\$ 725.00
America Commercial Place LLC	1	\$ 236.25
Aquin Gardens LLC	1	\$ 31.50
Association of Islamic Charitable Projects	1	\$ 200.00
Beyond the Chair Hair Inc	1	\$ 1,465.00
Bluestar Marine Solutions of Florida LLC	1	\$ 625.00
Broward Multifamily LLC	1	\$ 591.00
Canovation LLC	1	\$ 646.25
Dania Beach Spa LLC	1	\$ 520.00
Dania Canterbury LP	1	\$ 236.25
DKP Behaviop Insights Inc	1	\$ 546.25
Dorin Wigs and Hair Extension	1	\$ 1,465.00
Drouskin LLC	1	\$ 236.25
Emarine LLC	1	\$ 651.25
Excellent Spa VII Inc	1	\$ 467.50
GC4 Associates Inc	1	\$ 236.25
GNB Enterprises LLC	1	\$ 236.25
Harnik Management LLC	1	\$ 236.25
Hollander, Goode & Lopez PLLC	1	\$ 651.25
Carlos Lopez	1	\$ 236.25
Holly Chan Enterprises LLC	1	\$ 236.25
Huggie Beauty LLC	1	\$ 651.25
ILG Painting Corp	1	\$ 625.00
Illyrian Vape Shop Inc	1	\$ 1,465.00
Ingsa Group LLC	1	\$ 131.25
JAG Concepts LLC	1	\$ 236.25
Joye Investments Corp	1	\$ 236.25
Julianna Holdings LLC	2	\$ 126.00
Kal 101 LLC	1	\$ 31.50
Grumpy Groomer LLC	1	\$ 506.75
Lillian M Barron	1	\$ 236.25
Linda McGuire	1	\$ 236.25

Marina Mile 107 LLC	1	\$	236.25
Marine Detail Supply Fort Lauderdale LLC	1	\$	651.25
Matthew Goode	1	\$	236.25
Mustakim Trading LLC	1	\$	1,465.00
Ogel LLC	1	\$	236.25
Peter Anthony Signore III	1	\$	63.00
Posh Tech LLC	1	\$	765.00
RDF Enterprises LLC	1	\$	236.25
Real Estate Associated LLC	1	\$	236.25
Roberto Aguilera	1	\$	236.25
Russ Kodner	1	\$	236.25
Short & Sexy Hair Studio Inc	1	\$	572.50
Spirits Cellar Corp	1	\$	1,465.00
Sweet Dreams Kosher Ice Cream LLC	1	\$	611.75
Tax Help Solutions	1	\$	520.00
Vicente Holding Group LLC	2	\$	472.50
Waffle House #5 LLC	1	\$	520.00
Yair Dahan	1	\$	31.50
Yani Prestige LLC	1	\$	105.00
Total New Applications	56	\$	24,845.50

BTR Status	# of BTRs	Total Dollar Amount
Open Renewals- Current Year	195	\$ 54,983.88
Paid Renewals	2,808	\$ 997,913.77
Total BTRs as of 12/31/2025	3,003	1,052,897.65 **

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

Miscellaneous Billing Invoice Aging Report

Aging Date 12/31/2025

Report By Invoice Type

Description		Current	1-30	31-60	61-90	90+	Total
Invoice Type - CEM - Cemetery							
# 4652 - Eric L Wilson	Reservation of Burial Plot	.00	.00	.00	.00	2710.00	2,710.00
# 5474 - Cokenya D West	Reservation of Burial Plot	.00	.00	.00	.00	250.00	250.00
# 4179 - AJ Manuel Funeral Home	Reservation of Burial Plot	.00	.00	.00	.00	1680.00	1,680.00
# 5756 - Rahming Poitier Funeral Home	Reservation of Burial Plot	.00	.00	.00	.00	4750.00	4,750.00
# 5673 - Agape Funeral and Cremation	Reservation of Burial Plot	.00	.00	.00	.00	5040.00	5,040.00
# 3946 - Eric S George Funeral Home	Reservation of Burial Plot	.00	.00	.00	.00	700.00	700.00
# 5909 - Freeman Funeral Home	Reservation of Burial Plot	.00	.00	.00	.00	1500.00	1,500.00
# 5924- Garcia Gimeno	Reservation of Burial Plot	.00	.00	.00	.00	200.00	200.00
# 5862 - Love and Grace Funeral Home	Reservation of Burial Plot	.00	.00	.00	.00	3360.00	3,360.00
# 4786 - Dillard Josephine	Reservaton of Burial Plot	.00	.00	.00	.00	200.00	200.00
Cemetery Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$20,390.00	\$20,390.00
Invoice Type - BULK Trash Pk Up - Notice of Violation							
Bulk Trash Pickup		.00	.00	.00	.00	18194.00	18194.00
Bulk Trash Pk Up		\$0.00	\$0.00	\$0.00	\$0.00	\$18,194.00	\$18,194.00
Invoice Type FA- False Alarm							
Miscellaneous FA Customers	BSO & Fire False Alarms	.00	.00	.00	.00	2,025.00	2,025.00
False Alarm Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$2,025.00	\$2,025.00
Invoice Type FI - Fire Inspection							
3065 - Keynorth Townhomes	Annual Inspection FY 11	.00	.00	.00	.00	1,700.00	1,700.00
3072 - Atlantis Management	Annual Inspection FY 11 & FY 12	.00	.00	.00	.00	7,800.00	7,800.00
1012 - Gulfstream Apts.	Annual Inspection FY 11 & FY 12	.00	.00	.00	.00	2,800.00	2,800.00
# 4466 - Meadowbrook Condo	Annual Inspection FY 13	.00	.00	.00	.00	1,000.00	1,000.00
4644 - Oakbridge Townhomes	Annual Inspection FY 14	.00	.00	.00	.00	4,000.00	4,000.00
Miscellaneous FI Customers	Annual & Re-Inspections	.00	.00	.00	.00	254,485.00	254,485.00
Fire Inspection Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$271,785.00	\$271,785.00
Invoice Type GR Federal - Grant Reimb. Federal Government							
# 6168 - Florida Dept. of Emergency	2023-00000004	.00	.00	.00	.00	15,796.99	15,796.99
# 6168 - Florida Dept. of Emergency	2023-00000005	.00	.00	.00	.00	179,395.52	179,395.52
# 6155 - Florida Dept of Emergency	2024-00000001	.00	.00	.00	.00	49,875.00	49,875.00
# 6168 - Florida Dept. of Emergency	2024-00000002	.00	.00	.00	.00	50,000.00	50,000.00
# 6168 - Florida Dept. of Emergency	2025-00000002	.00	.00	.00	.00	3,000.00	3,000.00
# 6168 - Florida Dept. of Emergency	2024-00000003	.00	.00	.00	.00	50,000.00	50,000.00
# 4051 - State of Florida	2025-00000006	.00	.00	.00	.00	500,000.00	500,000.00
Grant Federal Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$848,067.51	\$848,067.51
Invoice Type GR State - Grant Reimb. State of Florida							
# 6170 - FL Dept. of Economic Opportunity	2023-00000002	.00	.00	.00	.00	395,504.79	395,504.79
# 4051 - State of Florida Dept of	2023-00000003	.00	.00	.00	.00	332,500.00	332,500.00
# 4051 - State of Florida Dept of	2023-00000004	.00	.00	.00	.00	375,000.00	375,000.00
Grant Federal Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$1,103,004.79	\$1,103,004.79
Invoice Type GR County - Grant Reimb. Broward County							
# 6242 - City of Pompano Beach	2025-00000001	.00	.00	.00	.00	13,809.89	13,809.89
# 6169 - Broward County - Mobility	2025-00000002	.00	.00	.00	.00	4,975,610.74	4,975,610.74
Grant Federal Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$4,989,420.63	\$4,989,420.63
Invoice Type LM - Lake Maintenance							
Miscellaneous LM Customers	Lake Maintenance	.00	.00	.00	.00	275.36	275.36
Lake Maintenance Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$275.36	\$275.36
Invoice Type MS - Miscellaneous							
# 4647 - Palmetto Hospitality of Dania	Water Impact Fees	.00	.00	.00	.00	20,242.00	20,242.00
Misc. Customers	Misc. Customers	21,451.90	.00	.00	37,483.31	65,589.43	124,524.64
Miscellaneous Totals		\$21,451.90	\$0.00	\$0.00	\$37,483.31	\$85,831.43	\$144,766.64
Grand Totals							
		\$21,451.90	\$0.00	\$0.00	\$37,483.31	\$7,338,993.72	\$7,397,928.93

Water Fund	Monthly Utility Account Activity	MISC
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	Building/ New Construction Activity				Delinquent Account Activity			New Accts	
	Water Impact Fee		Water Tap Fee		Delinquent		⁵	# per Month	Prior Yr.
	2025	2026	2025	2026	2025	2026	# of Accts		
Oct	44,966.16	12,456.00	3,125.00	-	3,010.00	2,785.00	557.00	43	45
Nov		-	1,557.00	-	2,890.00	3,155.00	631.00	44	35
Dec	19,168.00	7,785.00	1,550.00	-	2,103.20	1,915.00	383.00	42	59
Jan					3,846.56		-		40
Feb	26,469.00		1,450.00		3,540.00		-		55
Mar	3,114.00		2,900.00		2,899.76		-		40
Apr	3,114.00		4,550.00		2,685.00		-		57
May	1,557.00		1,450.00		2,560.00		-		67
Jun	-		9,435.00		2,990.00		-		54
Jul	-		-		2,945.00		-		57
Aug	-		-		2,930.00		-		48
Sept	-				3,330.00		-		39
Total	\$ 98,388	\$ 20,241	\$ 26,017	\$ -	\$ 35,730	\$ 7,855	\$ 1,571	129	596

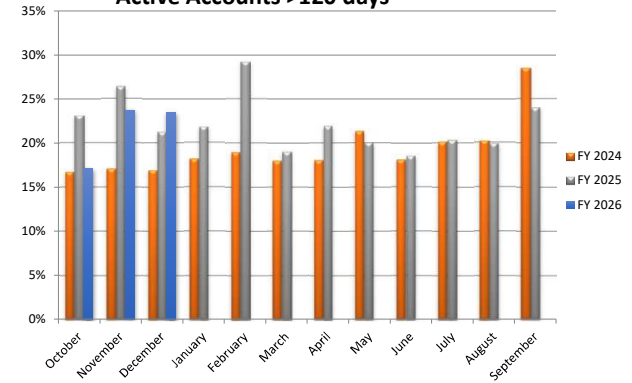
3% # of City's 4850 account became delinquent for this period

WATER & SEWER UTILITY AGING REPORT

ACTIVE ACCOUNTS

	FY 2024			FY 2025			FY 2026		
	>120 Past Due	Monthly Billings	% DELQ	>120 Past Due	Monthly Billings	% DELQ	>120 Past Due	Monthly Billings	% DELQ
October	207,794	\$ 1,241,355	17%	286,955	\$ 1,243,012	23%	232,955	\$ 1,362,344	17%
November	216,614	1,267,676	17%	307,108	1,164,508	26%	238,052	1,003,628	24%
December	214,935	1,270,207	17%	278,087	1,308,024	21%	235,324	1,003,628	23%
January	220,340	1,211,794	18%	278,766	1,278,238	22%	#DIV/0!		
February	231,139	1,217,188	19%	263,943	903,782	29%	#DIV/0!		
March	235,434	1,310,333	18%	253,837	1,336,359	19%	#DIV/0!		
April	236,352	1,307,061	18%	261,377	1,190,163	22%	#DIV/0!		
May	262,509	1,229,203	21%	260,498	1,299,714	20%	#DIV/0!		
June	247,808	1,372,056	18%	249,600	1,347,560	19%	#DIV/0!		
July	261,459	1,298,366	20%	261,524	1,286,366	20%	#DIV/0!		
August	252,820	1,250,659	20%	262,031	1,315,852	20%	#DIV/0!		
September	360,091	1,263,892	28%	241,204	1,003,628	24%	#DIV/0!		
Annual Avg	\$ 245,608	\$ 1,269,983	19%	\$ 267,077	\$ 1,223,101	22%	\$ 235,444	\$ 1,123,200	#DIV/0!

Active Accounts >120 days

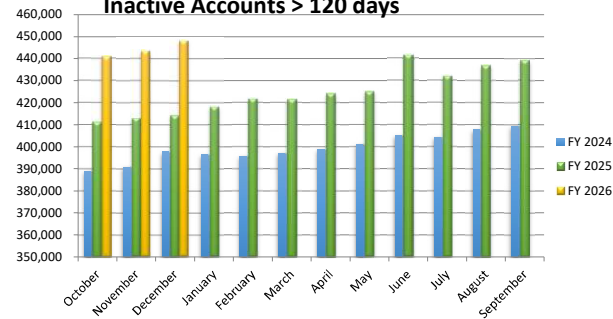


Active Account Graph: Billing data indicates delinquency rate on active accounts remain constant at an average of 1% of billings per month

INACTIVE ACCOUNTS

	FY 2024	FY 2025		FY 2026	
	>120 Past Due	>120 Past Due	% +/-	>120 Past Due	% +/-
October	388,922	411,308	5%	441,066	7%
November	390,867	413,066	5%	443,573	7%
December	397,662	414,412	4%	448,343	8%
January	396,459	418,252	5%		#DIV/0!
February	395,697	421,766	6%		#DIV/0!
March	397,067	421,614	6%		#DIV/0!
April	398,812	424,262	6%		#DIV/0!
May	401,076	425,057	6%		#DIV/0!
June	405,003	441,615	8%		#DIV/0!
July	404,194	432,075	6%		#DIV/0!
August	407,690	436,935	7%		#DIV/0!
September	409,329	439,047	7%		#DIV/0!
Annual Avg	\$ 399,398	\$ 424,951	6%	\$ 444,327	4%

Inactive Accounts > 120 days



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

Balance 10/1/24 (Audited)

----- General Fund -----	
<u>Contingency</u>	<u>Unassigned Fund Balance</u>
\$ 200,000	\$ 23,925,117
October -	1,222,718
November -	-
December -	9,387
January -	-
February -	-
March -	-
April -	-
May -	-
June -	-
July -	-
August -	-
September -	-
Sub-Total (Uses) / Additions	1,232,105
Sub-Total Available	25,157,222
Other Considerations	
GFOA/City Commission 25% Reserve	(20,939,710)
Estimate of Availability at 09/30/2025	\$ 4,217,512

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

Uses:

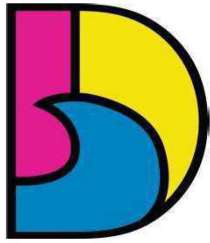
	Total
Oct	-
Nov	-
December	-
January	-
February	-
March	-
April	-
May	-
June	-
July	-
August	-
September	-
Balance Remaining	\$ 200,000

City of Dania Beach

General Fund

Analysis of
Fund Balance

	<u>Balance 10/1/24</u>	23,925,117	
Uses: #389-90-01			
October	1,222,718		Carryovers/P.O.'s etc.
November	-		
December	9,387		Beach Raker Services
January			
February	-		
March			
April	-		
May	-		
June	-		
July	-		
August	-		
September	-		
Total Uses (Sources)	<u>1,232,105</u>		
Estimated Balance Available 09/30/25	<u>\$ 25,157,222</u>		
<u>Other Considerations</u>			
GFOA/City Commission 25% Reserve	(20,939,710) est.		
Estimate of Availability at 09/30/25	<u><u>4,217,512</u></u>		



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH FINANCE DEPARTMENT

MEMORANDUM

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

FROM: Megan Jelaso ,Revenue Accountant

DATE: February 17, 2026

SUBJECT: Finance Monthly Report – January 2026

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

Revenues

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

Capital Projects

- Master Capital projects Schedule to include Grants

Information Technology

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

Business Tax Receipt Activity

- Out of Business/Inactive
- New Applications

Utility Reports

- Delinquency Report
- Meter Replacement Reports
- Aging Report

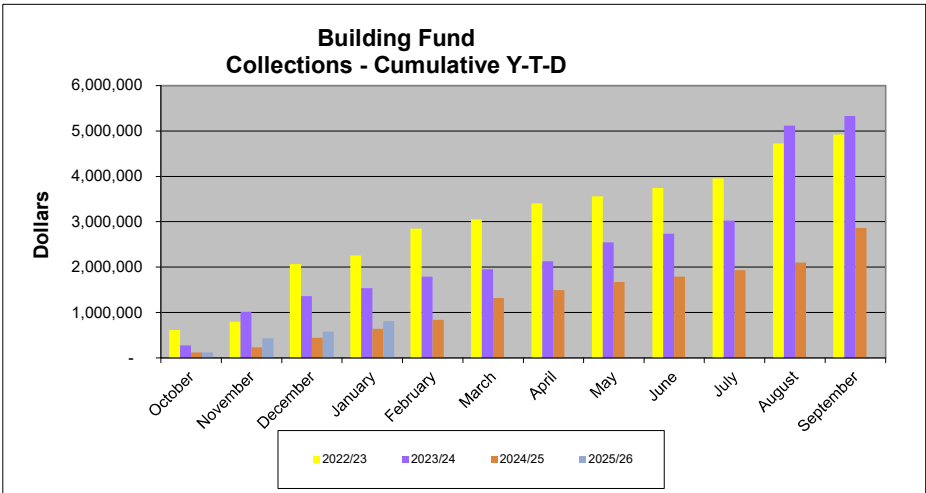
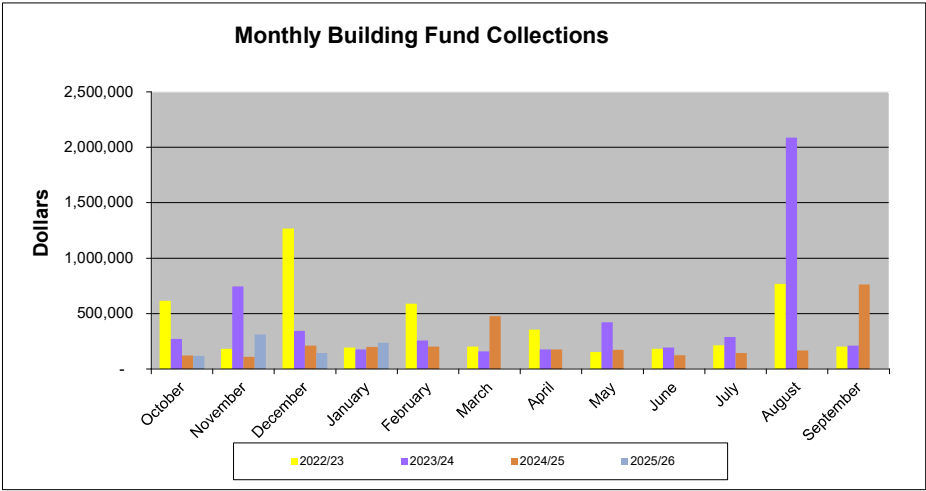
Contingency and Fund Balance Estimate

Building Fund Collections

	2022/23	2023/24	2024/25	2025/26
Monthly				
October	613,610	272,140	120,615	117,903
November	183,413	742,357	110,166	312,849
December	1,267,607	343,469	210,595	143,539
January	193,243	175,715	198,574	237,828
February	588,953	258,034	203,711	
March	202,690	159,520	476,218	
April	356,512	175,277	176,349	
May	153,965	421,096	171,643	
June	181,738	191,611	123,451	
July	212,528	288,360	142,639	
August	767,780	2,087,847	167,242	
September	202,415	209,254	761,728	
Total	4,924,453	5,324,681	2,862,930	812,119

	2022/23	2023/24	2024/25	2025/26
Cumulative				
October	613,610	272,140	120,615	117,903
November	797,023	1,014,498	230,781	430,752
December	2,064,630	1,357,967	441,376	574,291
January	2,257,873	1,533,681	639,950	812,119
February	2,846,825	1,791,716	843,661	
March	3,049,515	1,951,236	1,319,879	
April	3,406,027	2,126,512	1,496,228	
May	3,559,992	2,547,608	1,667,870	
June	3,741,730	2,739,219	1,791,321	
July	3,954,258	3,027,579	1,933,960	
August	4,722,038	5,115,426	2,101,202	
September	4,924,453	5,324,681	2,862,930	
Annual Goal	4,868,000	5,191,000	6,384,224	6,122,413

Building Fund - thru January 2026



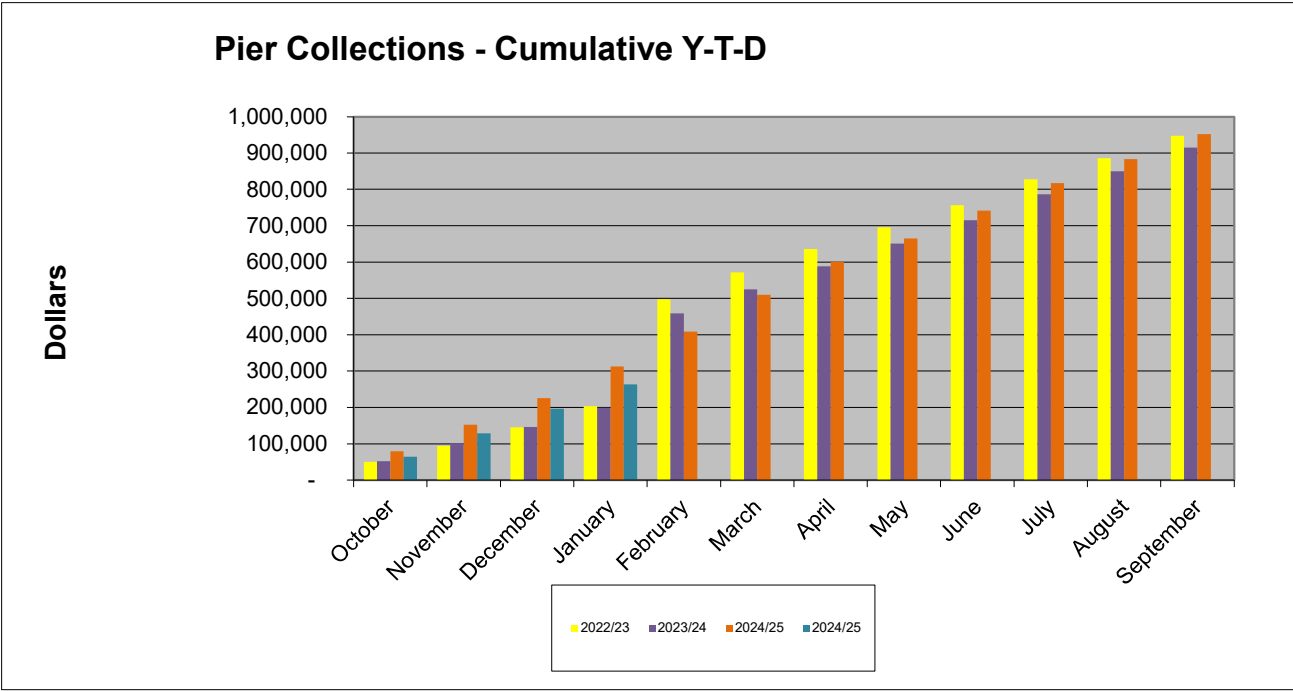
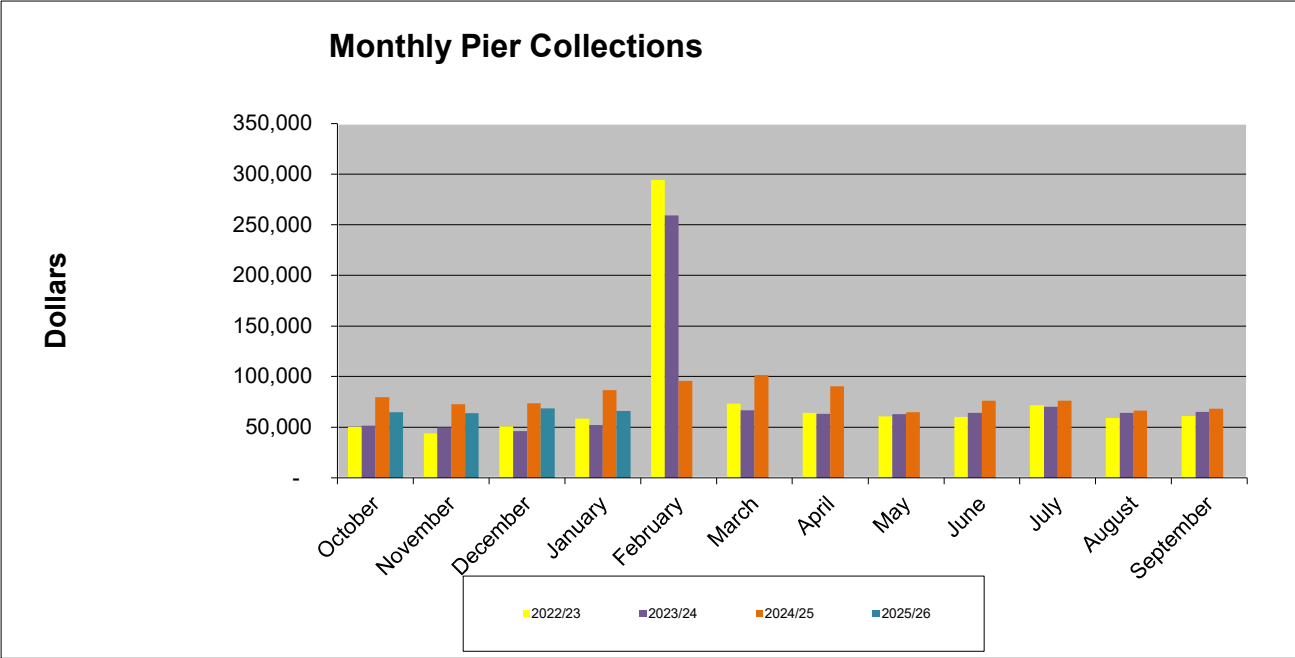
Pier Revenues

	2022/23	2023/24	2024/25	2025/26
Monthly				
October	50,313	51,495	79,614	64,714
November	43,917	49,561	72,745	63,883
December	50,942	45,928	73,627	68,463
January	58,345	52,190	86,644	66,146
February	294,357	259,466	95,845	
March	73,487	66,698	101,540	
April	63,945	63,244	90,201	
May	60,688	62,991	64,881	
June	60,003	64,114	76,113	
July	71,604	70,205	76,082	
August	58,871	64,092	66,383	
September	60,849	65,294	68,310	
Total	947,320	915,279	951,986	263,205

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

	2022/23	2023/24	2024/25	2025/26
Cumulative				
October	50,313	51,495	79,614	64,714
November	94,229	101,056	152,359	128,596
December	145,171	146,984	225,986	197,059
January	203,516	199,174	312,631	263,205
February	497,873	458,640	408,476	
March	571,360	525,338	510,017	
April	635,305	588,583	600,218	
May	695,993	651,574	665,099	
June	755,996	715,688	741,212	
July	827,600	785,894	817,293	
August	886,471	849,985	883,676	
September	947,320	915,279	951,986	
Annual Budget Goal	844,816	937,301	942,488	925,209

Pier Revenues - thru January 2026

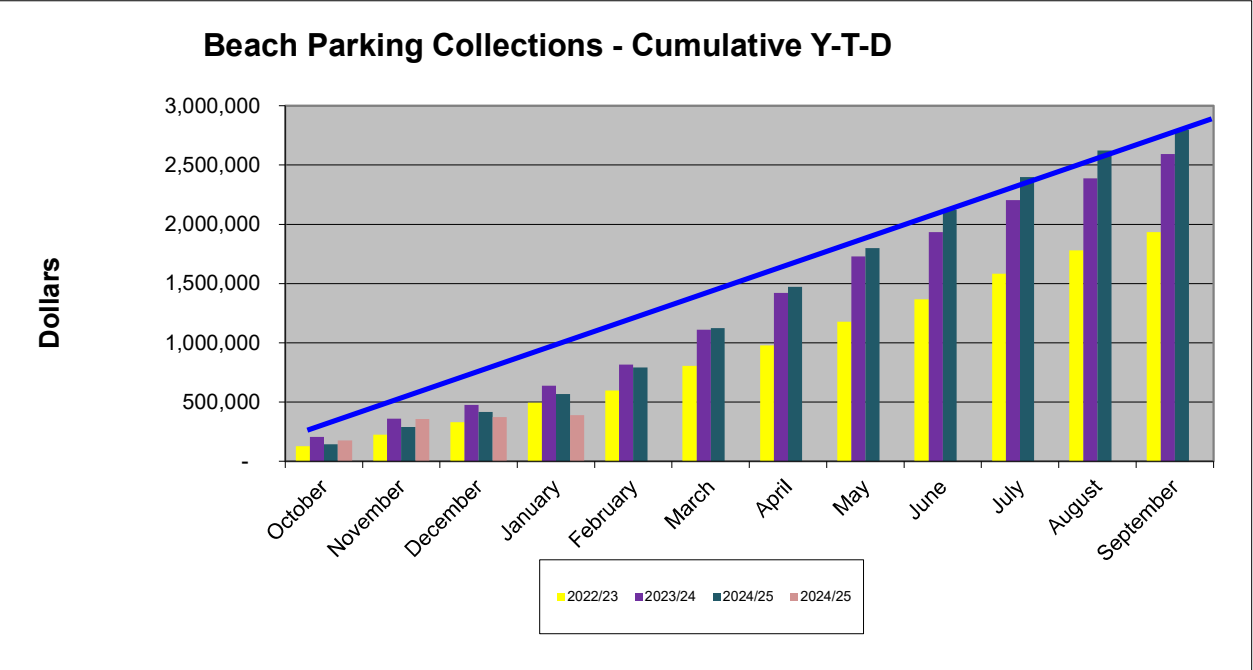
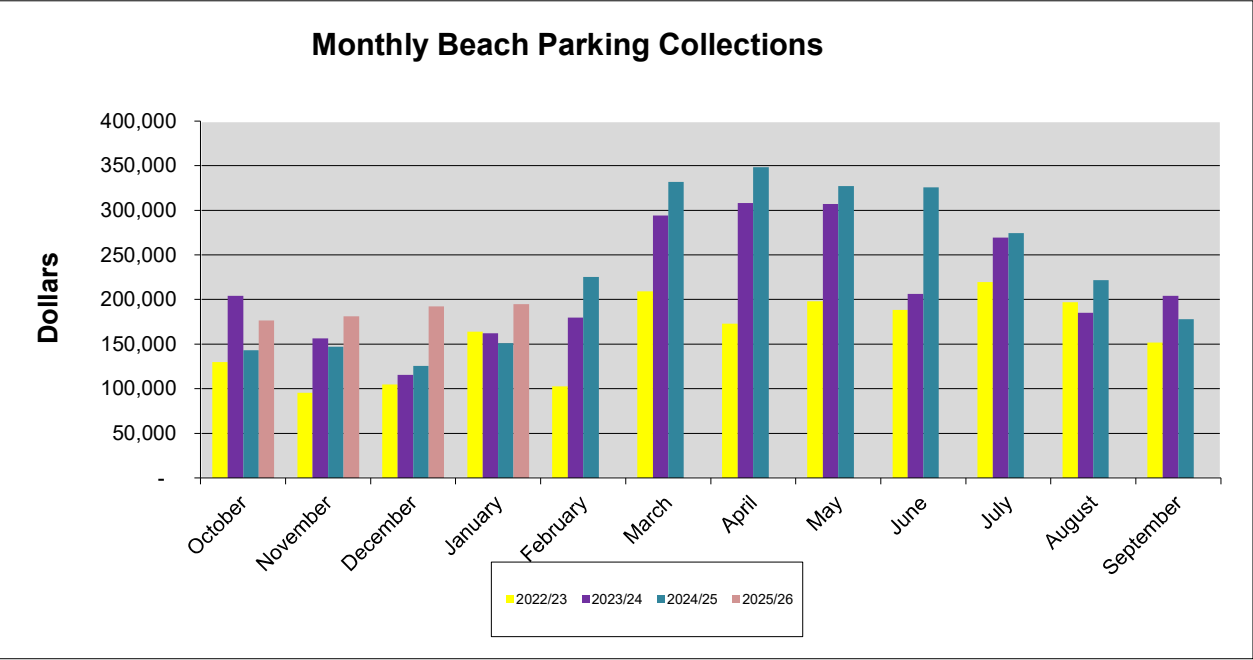


Parking Fee Collections

	<u>2022/23</u>	<u>2023/24</u>	<u>2024/25</u>	<u>2025/26</u>
Monthly				
October	130,026	203,967	143,031	176,491
November	95,694	156,460	146,923	181,129
December	104,713	115,640	125,726	192,465
January	164,030	162,393	150,948	195,030
February	102,648	179,664	225,332	
March	209,333	294,283	331,752	
April	172,853	308,344	348,327	
May	197,957	307,252	327,250	
June	188,603	206,128	325,726	
July	219,627	269,299	274,561	
August	197,119	185,189	221,655	
September	151,776	204,001	178,180	
Total	1,934,380	2,592,620	2,799,412	745,114

	<u>2022/23</u>	<u>2023/24</u>	<u>2024/25</u>	<u>2025/26</u>
Cumulative				
October	130,026	203,967	143,031	176,491
November	225,720	360,427	289,954	357,620
December	330,433	476,068	415,680	373,593
January	494,463	638,460	566,629	387,494
February	597,111	818,125	791,961	
March	806,444	1,112,407	1,123,713	
April	979,297	1,420,751	1,472,041	
May	1,177,255	1,728,003	1,799,291	
June	1,365,857	1,934,131	2,125,016	
July	1,585,485	2,203,430	2,399,578	
August	1,782,604	2,388,619	2,621,233	
September	1,934,380	2,592,620	2,799,412	
Annual Budget Goal	1,558,354	1,800,000	2,500,000	2,800,000

Beach Parking - thru January 2026

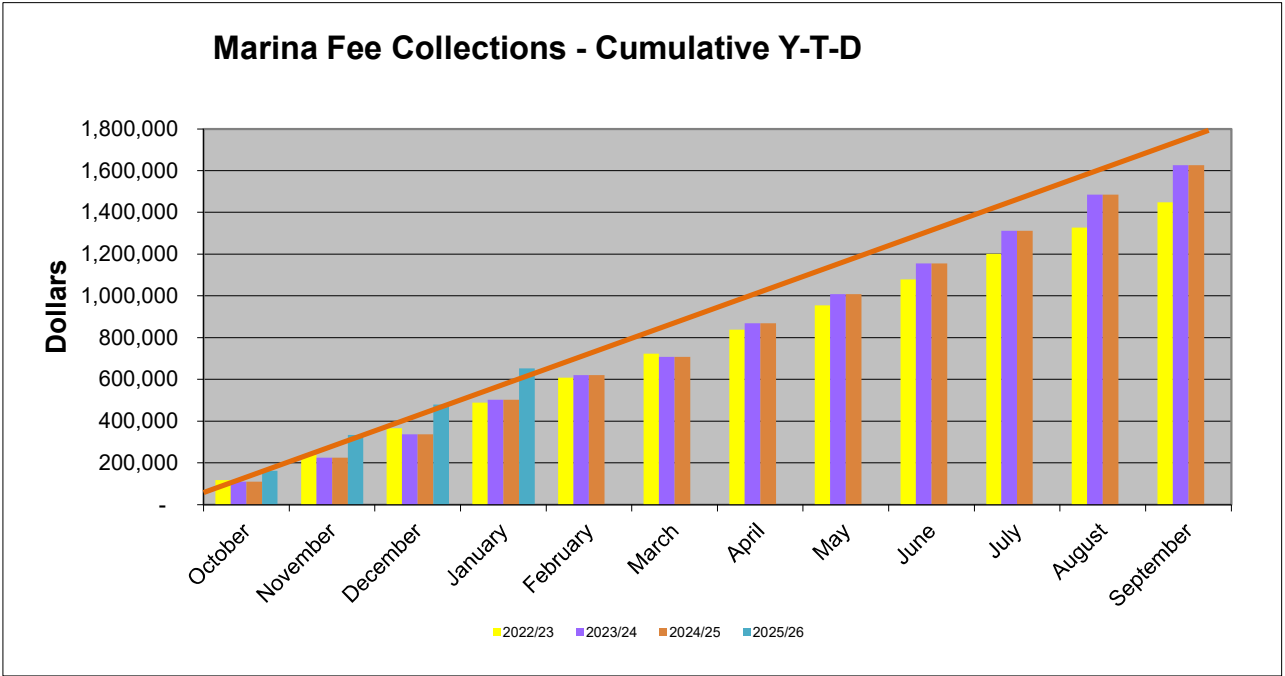
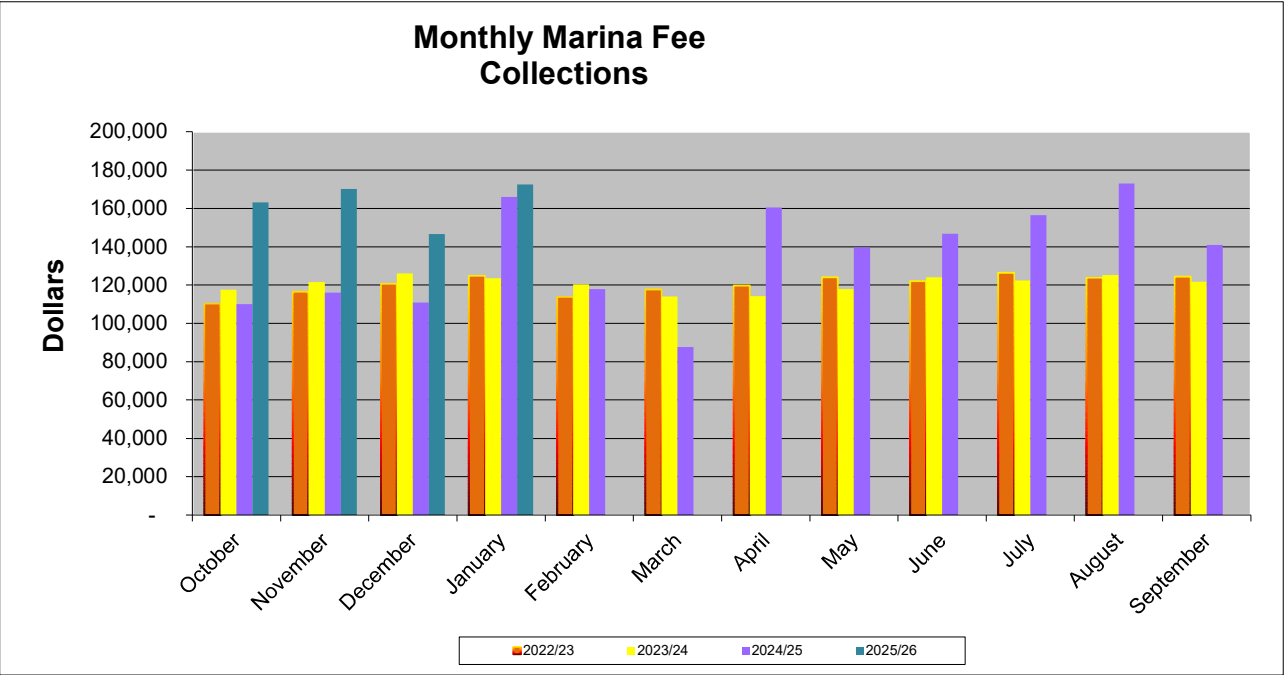


Marina Fee Collections

	<u>2022/23</u>	<u>2023/24</u>	<u>2024/25</u>	<u>2025/26</u>
Monthly				
October	110,239	117,540	110,024	163,130
November	116,542	121,509	116,103	170,190
December	120,621	126,034	110,921	146,650
January	124,885	123,519	165,987	172,559
February	113,849	120,277	117,936	
March	117,710	114,070	87,682	
April	119,728	114,246	160,478	
May	124,138	117,832	139,718	
June	122,027	124,132	146,813	
July	126,485	122,421	156,561	
August	123,889	125,237	173,057	
September	124,369	121,769	140,959	
Total	1,444,481	1,448,584	1,626,236	652,529

	<u>2022/23</u>	<u>2023/24</u>	<u>2024/25</u>	<u>2025/26</u>
Cumulative				
October	117,540	110,024	110,024	163,130
November	239,049	226,127	226,127	333,320
December	365,082	337,048	337,048	479,970
January	488,602	503,035	503,035	652,529
February	608,878	620,970	620,970	
March	722,948	708,652	708,652	
April	837,194	869,130	869,130	
May	955,026	1,008,847	1,008,847	
June	1,079,158	1,155,660	1,155,660	
July	1,201,579	1,312,221	1,312,221	
August	1,326,815	1,485,278	1,485,278	
September	1,448,584	1,626,236	1,626,236	
Budget Goal	1,290,768	1,339,555	1,398,942	1,655,620

Marina Fees - thru January 2026



City of Dania Beach
Commercial Solid Waste Report FY 2025-2026
Payments Received

\$ 1,115,500.00

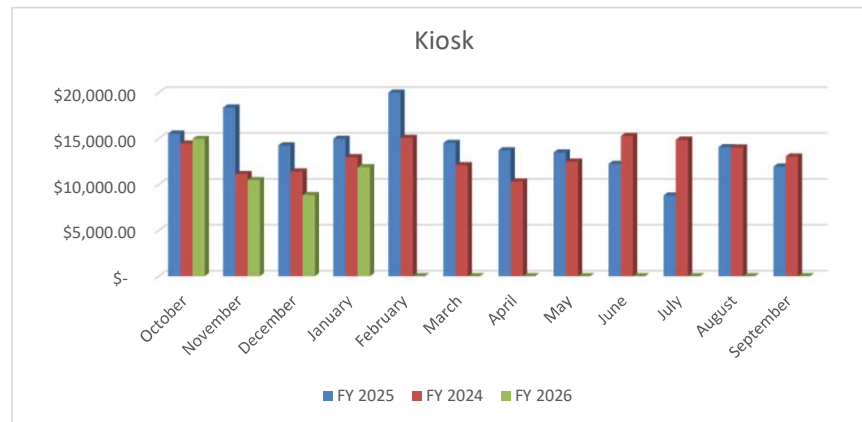
Waste Hauler									
	Choice Waste AKA Waste Connections	Waste Management	All Service Refuse AKA Republic Services	Panzarella Waste & Recycling Services	Great Waste	Coastal Waste & Recycling	Waste Pro	General Fund	
Permit Application Fee	75.00	75.00	75.00	75.00		75.00	150.00		
Annual Permit Fee	1,000.00	1,000.00	1,000.00	1,000.00		1,000.00	1,000.00	Monthly Activity	
Monthly Franchise									
Oct	\$ 3,591.20	\$ 37,462.26	\$ 9,909.41	\$ 1,496.38	\$ -	\$ 7,657.03	-	\$ 60,116.28	
Nov	\$ 5,467.14	\$ 38,847.44	\$ 10,644.76	\$ 2,020.92	\$ -	\$ 6,889.15	-	63,869.41	
Dec	\$ 10,176.16	\$ -	\$ 8,631.78	\$ 1,466.90	\$ -	\$ 7,290.86	-	27,565.70	
Jan		\$ 41,071.06	\$ 9,566.05	\$ 1,844.27	\$ -	\$ 8,234.22		60,715.60	
Feb								-	
Mar								-	
Apr								-	
May								-	
Jun								-	
Jul								-	
Aug								-	
Sep								-	
Total Mo. Franchise	\$ 19,234.50	\$ 117,380.76	\$ 38,752.00	\$ 6,828.47	\$ -	\$ 30,071.26	\$ -	\$ 212,266.99	
	Choice Waste AKA Waste Connections	Waste Management	All Service Refuse AKA Repucblic Services	Panzarella Waste & Recycling Services	Great Waste	COASTAL WASTE & RECYCLING INC	Solid Waste Fund		
Monthly Franchise									
Oct	\$ 897.80	\$ 12,487.42	\$ 3,303.14	\$ 498.80	\$ -	\$ 2,552.35		\$ 19,739.51	
Nov	\$ 1,822.38	\$ 12,949.15	\$ 3,548.25	\$ 673.64	\$ -	\$ 2,296.38		\$ 21,289.80	
Dec	\$ 3,392.06	\$ -	\$ 2,877.26	\$ 488.97	\$ -	\$ 2,430.29		\$ 9,188.58	
Jan		\$ 13,690.36	\$ 3,188.69	\$ 614.76	\$ -	\$ 2,744.74		\$ 20,238.55	
Feb								\$ -	
Mar								\$ -	
Apr								\$ -	
May								\$ -	
Jun								\$ -	
Jul								\$ -	
Aug								\$ -	
Sep								\$ -	
Total Mo. Franchise	\$ 6,112.24	\$ 39,126.93	\$ 12,917.34	\$ 2,276.17	\$ -	\$ 10,023.76	\$ -	\$ 70,456.44	
Total Receipts	\$ 26,421.74	\$ 157,582.69	\$ 52,744.34	\$ 10,179.64	\$ -	\$ 41,170.02	\$ 1,150.00	\$ 289,248.43	

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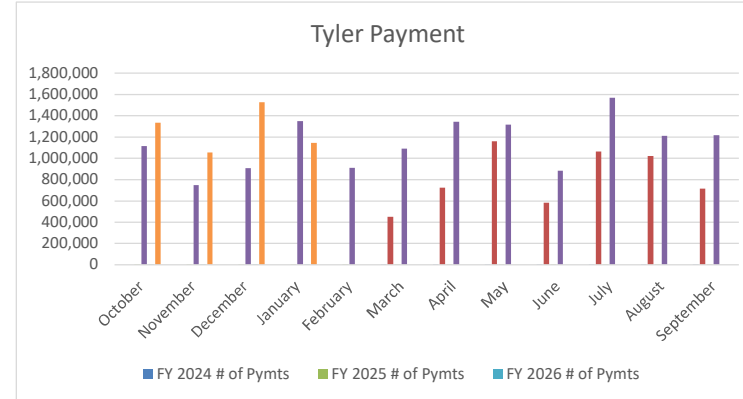
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Kiosk

	<u>FY 2025</u>	<u>FY 2024</u>	<u>FY 2026</u>
October	\$ 15,527.43	\$ 14,452.23	\$ 14,951.74
November	\$ 18,366.36	\$ 11,121.83	\$ 10,468.49
December	\$ 14,241.27	\$ 11,401.43	\$ 8,830.86
January	\$ 14,970.22	\$ 12,953.63	\$ 11,868.60
February	\$ 63,105.28	\$ 15,069.97	\$ -
March	\$ 14,515.99	\$ 12,091.93	\$ -
April	\$ 13,719.58	\$ 10,302.51	\$ -
May	\$ 13,475.10	\$ 12,472.31	\$ -
June	\$ 12,233.19	\$ 15,266.47	\$ -
July	\$ 8,793.66	\$ 14,865.64	\$ -
August	\$ 14,057.62	\$ 14,014.91	\$ -
Septembe	\$ 11,940.57	\$ 13,041.75	\$ -

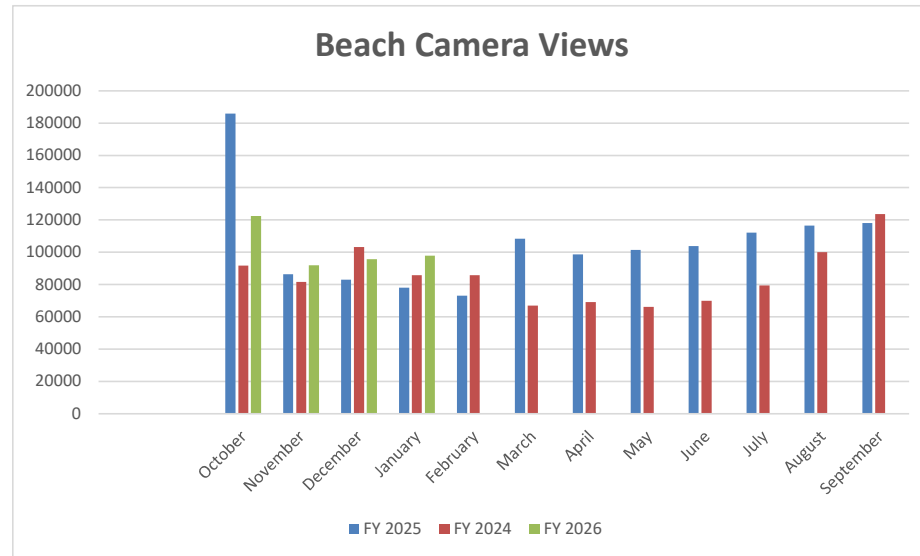


FY 2024			FY 2025		FY 2026	
	<u># of</u>		<u># of</u>		<u># of</u>	
	<u>Pymts</u>	<u>\$ Value</u>	<u>Pymts</u>	<u>\$ Value</u>	<u>Pymts</u>	<u>\$ Value</u>
October			31	\$1,115,216	31	\$1,336,433
November			30	\$749,206	31	\$1,055,446
December			31	\$908,920	31	\$1,528,340
January			31	\$1,351,246	31	\$1,144,280
February			28	\$911,799		
March	31	\$448,959	31	\$1,090,436		
April	30	\$724,743	30	\$1,343,615		
May	30	\$1,159,841	31	\$1,315,746		
June	30	\$584,435	30	\$883,247		
July	31	\$1,062,320	31	\$1,569,315		
August	31	\$1,020,856	31	\$1,209,483		
September	30	\$715,255	30	\$1,218,265		



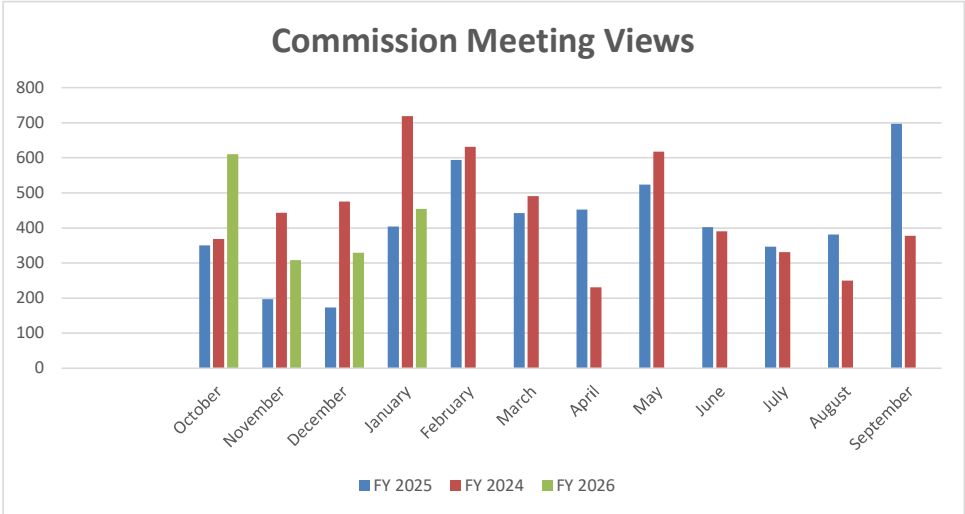
Report is Financial activity summary
Pull information from "Net Financial Activity"

	FY 2025	FY 2024	FY 2026
October	185,800	91,738	122,400
November	86,300	81,622	91,900
December	83,000	103,235	95,700
January	78,000	85,760	97,800
February	73,100	85,861	
March	108,200	67,008	
April	98,600	69,102	
May	101,300	66,040	
June	103,900	70,024	
July	112,100	79,388	
August	116,600	100,130	
September	118,000	123,562	



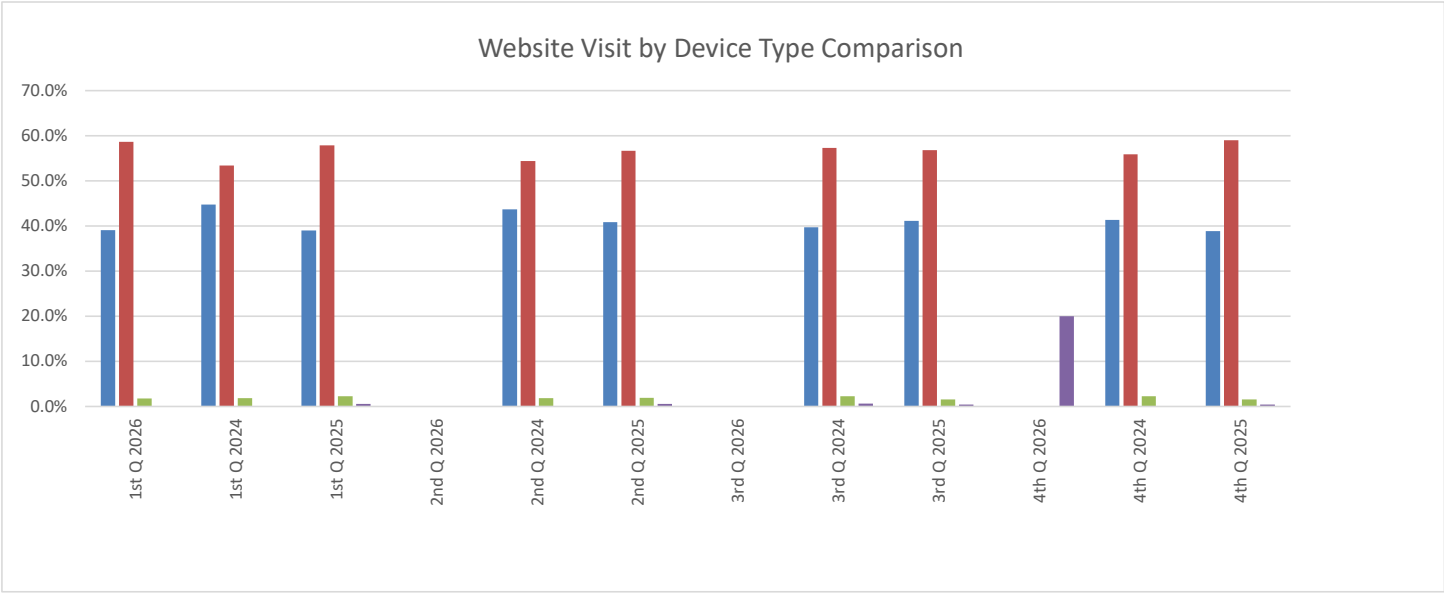
YouTube Channel
FY 2025 **FY 2024** **FY 2026**

October	351	369	610
November	197	444	309
December	173	475	329
January	404	719	454
February	594	632	
March	442	491	
April	453	231	
May	524	618	
June	403	391	
July	347	331	
August	382	250	
September	697	378	

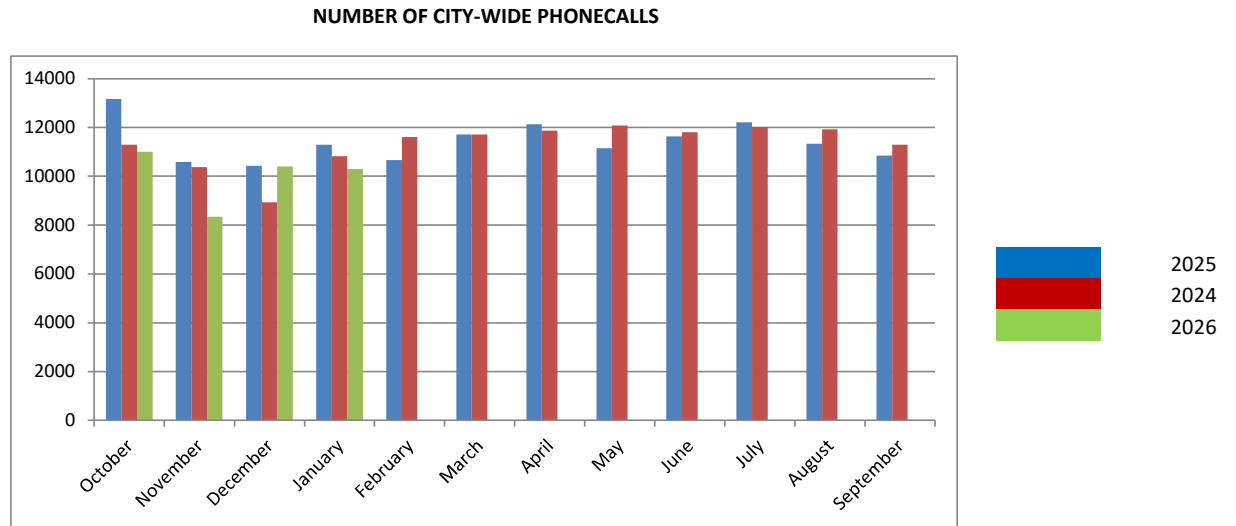


Website Visit by Device Type Comparison

	1st Q 2026	1st Q 2024	1st Q 2025	2nd Q 2026	2nd Q 2024	2nd Q 2025	3rd Q 2026	3rd Q 2024	3rd Q 2025	4th Q 2026	4th Q 2024	4th Q 2025
Desktop	39.1%	44.7%	39.0%		43.7%	40.9%			39.7%	41.2%	41.4%	38.9%
Smartphone	58.7%	53.4%	57.9%		54.4%	56.6%			57.3%	56.8%	55.9%	59.0%
Tablet	1.8%	1.8%	2.3%		1.9%	2.0%			2.3%	1.5%	2.3%	1.6%
Other		0.0%	0.6%		0.0%	0.5%	0.0%	0.7%	0.5%	20.0%	0.1%	0.4%



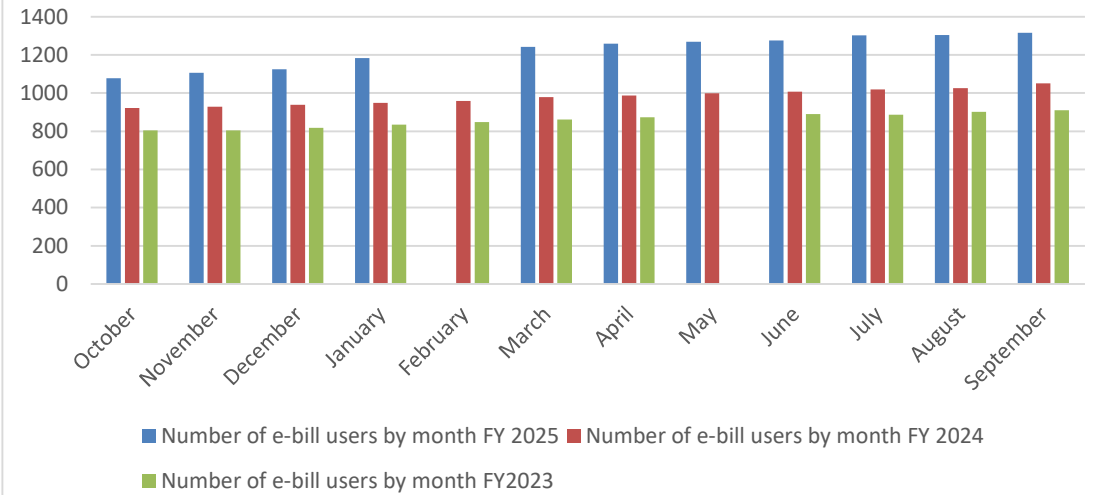
	<u>FY 2025</u>	<u>FY 2024</u>	<u>FY 2026</u>
October	13,174	11,286	11,003
November	10,591	10,370	8,344
December	10,419	8,932	10,399
January	11,291	10,820	10,292
February	10,664	11,612	
March	11,721	11,703	
April	12,138	11,869	
May	11,151	12,087	
June	11,638	11,809	
July	12,211	12,019	
August	11,330	11,919	
September	10,853	11,293	



Number of e-bill users by month

	<u>FY 2025</u>	<u>FY 2024</u>	<u>FY2023</u>
October	1078	922	804
November	1107	929	805
December	1125	939	818
January	1183	948	835
February		959	848
March	1243	979	861
April	1259	988	873
May	1269	999	
June	1275	1008	890
July	1302	1019	886
August	1304	1026	901
September	1316	1051	910

Incremental E-bill Accounts



Business Tax Receipt Activity - January 2026

Out of Business/Inactive	# of BTRs	Dollar Amount
402 SE 5th ST LLC	1	\$ 31.50
But Yang Lo	1	\$ 210.00
Guardian Headquarters LLC	1	\$ 236.25
K Hair Salon	1	\$ 520.00
Palmetto Kitchen and Bath Center Inc	1	\$ 246.25
Utest Material Testing Equipment LLC	1	\$ 1,627.50
Verrilli, Salvatore	1	\$ 395.30
Total Out of Business/Inactive	7	\$ 3,266.80

New Approved Applications	# of BTRs	Dollar Amount
409 Phippen Rd LLC	1	\$ 236.25
4847 ZBRE LLC	1	\$ 196.50
84 LLC	1	\$ 236.25
Ananna Inc	1	\$ 236.25
But Yang Lo	2	\$ 210.00
Cheoy Lee Shipyards North America Inc	1	\$ 651.25
Dania Warehouse 110 LLC	1	\$ 236.25
Daniel Mendez Rodriguez	1	\$ 236.25
Defiwles LP	1	\$ 236.25
DGR Hotel Maintenance LLC	1	\$ 236.25
Eco Ceiling Inc	1	\$ 777.50
Flagship Aerospace	1	\$ 520.00
Gelmate Beauty Bar	1	\$ 520.00
GNB Enterprises LLC	1	\$ 236.25
Guardian Headquarters LLC	1	\$ 236.25
Guardian Professional Security LLC	1	\$ 546.25
Hannon Holdings LLC	1	\$ 236.25
Hayastan 234 LLC	1	\$ 236.25
IDC Aluminum Glass Systems LLC	1	\$ 677.50
Jefferson St Partners LLC	1	\$ 520.00
K Hair Salon	1	\$ 520.00
KE 2700 LLC	1	\$ 236.25
Kosher Deal Market LLC	1	\$ 1,465.00
Jeffree Turney	1	\$ 730.00
Lucerna Candles US	1	\$ 131.25
BNLR Group Inc	1	\$ 1,465.00
Mes Service Company LLC	1	\$ 1,602.50
Miami Nail Supply & Company LLC	1	\$ 677.50
New Creations Plus Inc	1	\$ 546.25
NSKO Trading LLC	1	\$ 677.50
Palmetto Kitchen and Bath Center Inc	1	\$ 520.00
Panu Virtanen	1	\$ 210.00
Pizza Goods LLC	1	\$ 677.50
Prime Realty Capital LLC	1	\$ 236.25
Rhinoz Corp	1	\$ 236.25

Robust Composit Materials LLC	1	\$	546.25
RRC Connections Rentals LLC	1	\$	236.25
RXI Investment Group LLC	1	\$	236.25
Sal Events Productions LLC	2	\$	1,455.00
Salvatore Verrilli	1	\$	401.25
Santa Ines LLC	1	\$	63.00
Santara LLC	1	\$	677.50
Sebastian Burgoes	1	\$	31.50
Silver Waves Inc GA	1	\$	677.50
Alon Siso Inc	1	\$	572.50
Gersil Group Inc	1	\$	677.50
Suncoast Painting and Professional Serv ices Inc	1	\$	625.00
SRKK Plaza LLC	1	\$	508.00
Supreme Title & Escrow Inc	1	\$	546.25
Tesla Inc	1	\$	3,537.00
Thriller Miami LLC	1	\$	777.50
Twin Oil Company Inc	1	\$	236.25
Utest Material Testing Equipment LLC	1	\$	777.50
Wendy Karen Di Marco	1	\$	31.50
Dania OPCO LLC	1	\$	1,537.50
Total New Applications	57	\$	31,300.00

BTR Status	# of BTRs	Total Dollar Amount
Open Renewals- Current Year	185	\$ 52,521.25
Paid Renewals	2,832	\$ 1,012,383.42
Total BTRs as of 01/31/2026	3,017	1,064,904.67 **

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

Miscellaneous Billing Invoice Aging Report

Aging Date 01/31/2026

Report By Invoice Type

Description		Current	1-30	31-60	61-90	90+	Total
Invoice Type - CEM - Cemetery							
# 4652 - Eric L Wilson	Reservation of Burial Plot	.00	.00	.00	.00	2710.00	2,710.00
# 5474 - Cokenya D West	Reservation of Burial Plot	.00	.00	.00	.00	250.00	250.00
# 4179 - AJ Manuel Funeral Home	Reservation of Burial Plot	.00	.00	.00	.00	1680.00	1,680.00
# 5756 - Rahming Poltier Funeral Home	Reservation of Burial Plot	.00	.00	.00	.00	4750.00	4,750.00
# 5673 - Agape Funeral and Cremation	Reservation of Burial Plot	.00	.00	.00	.00	5040.00	5,040.00
# 3946 - Eric S George Funeral Home	Reservation of Burial Plot	.00	.00	.00	.00	700.00	700.00
# 5909 - Freeman Funeral Home	Reservation of Burial Plot	.00	.00	.00	.00	1500.00	1,500.00
# 5924- Garcia Gimeno	Reservation of Burial Plot	.00	.00	.00	.00	200.00	200.00
# 5862 - Love and Grace Funeral Home	Reservation of Burial Plot	.00	.00	.00	.00	3360.00	3,360.00
# 4786 - Dillard Josephine	Reservaton of Burial Plot	.00	.00	.00	.00	200.00	200.00
Cemetery Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$20,390.00	\$20,390.00
Invoice Type - BULK Trash Pk Up - Notice of Violation							
Bulk Trash Pickup		.00	.00	.00	.00	18194.00	18194.00
Bulk Trash Pk Up		\$0.00	\$0.00	\$0.00	\$0.00	\$18,194.00	\$18,194.00
Invoice Type FA- False Alarm							
Miscellaneous FA Customers	BSO & Fire False Alarms	.00	.00	.00	.00	2,025.00	2,025.00
False Alarm Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$2,025.00	\$2,025.00
Invoice Type FI - Fire Inspection							
3065 - Keynorth Townhomes	Annual Inspection FY 11	.00	.00	.00	.00	1,700.00	1,700.00
3072 - Atlantis Management	Annual Inspection FY 11 & FY 12	.00	.00	.00	.00	7,800.00	7,800.00
1012 - Gulfstream Apts.	Annual Inspection FY 11 & FY 12	.00	.00	.00	.00	2,800.00	2,800.00
# 4466 - Meadowbrook Condo	Annual Inspection FY 13	.00	.00	.00	.00	1,000.00	1,000.00
4644 - Oakbridge Townhomes	Annual Inspection FY 14	.00	.00	.00	.00	4,000.00	4,000.00
Miscellaneous FI Customers	Annual & Re-Inspections	.00	.00	.00	.00	254,485.00	254,485.00
Fire Inspection Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$271,785.00	\$271,785.00
Invoice Type GR Federal - Grant Reimb. Federal Government							
# 6168 - Florida Dept. of Emergency	2023-00000004	.00	.00	.00	.00	15,796.99	15,796.99
# 6168 - Florida Dept. of Emergency	2023-00000005	.00	.00	.00	.00	179,395.52	179,395.52
# 6155 - Florida Dept of Emergency	2024-00000001	.00	.00	.00	.00	49,875.00	49,875.00
# 6168 - Florida Dept. of Emergency	2024-00000002	.00	.00	.00	.00	50,000.00	50,000.00
# 6168 - Florida Dept. of Emergency	2025-00000002	.00	.00	.00	.00	3,000.00	3,000.00
# 6168 - Florida Dept. of Emergency	2024-00000003	.00	.00	.00	.00	50,000.00	50,000.00
# 4051 - State of Florida	2025-00000006	.00	.00	.00	.00	500,000.00	500,000.00
Grant Federal Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$848,067.51	\$848,067.51
Invoice Type GR State - Grant Reimb. State of Florida							
# 6170 - FL Dept. of Economic Opportunity	2023-00000002	.00	.00	.00	.00	395,504.79	395,504.79
# 4051 - State of Florida Dept of	2023-00000003	.00	.00	.00	.00	332,500.00	332,500.00
# 4051 - State of Florida Dept of	2023-00000004	.00	.00	.00	.00	375,000.00	375,000.00
Grant Federal Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$1,103,004.79	\$1,103,004.79
Invoice Type GR County - Grant Reimb. Broward County							
# 6169 - Broward County - Mobility	2025-00000002	.00	.00	.00	.00	4,975,610.74	4,975,610.74
Grant Federal Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$4,975,610.74	\$4,975,610.74
Invoice Type LM - Lake Maintenance							
Miscellaneous LM Customers	Lake Maintenance	.00	.00	.00	.00	275.36	275.36
Lake Maintenance Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$275.36	\$275.36
Invoice Type MS - Miscellaneous							
# 4647 - Palmetto Hospitality of Dania	Water Impact Fees	.00	.00	.00	.00	20,242.00	20,242.00
Misc. Customers	Misc. Customers	14,623.45	21,340.00	111.90	.00	103,072.74	139,148.09
Miscellaneous Totals		\$14,623.45	\$21,340.00	\$111.90	\$0.00	\$123,314.74	\$159,390.09
Grand Totals							
Grand Totals		\$14,623.45	\$21,340.00	\$111.90	\$0.00	\$7,362,667.14	\$7,398,742.49

Water Fund	Monthly Utility Account Activity	MISC
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	Building/ New Construction Activity				Delinquent Account Activity			New Accts	
	Water Impact Fee		Water Tap Fee		Delinquent		# of Accts	# per Month	Prior Yr.
	2025	2026	2025	2026	2025	2026			
Oct	44,966.16	12,456.00	3,125.00	-	3,010.00	2,785.00	557.00	43	45
Nov		-	1,557.00	-	2,890.00	3,155.00	631.00	44	35
Dec	19,168.00	7,785.00	1,550.00	-	2,103.20	1,915.00	383.00	42	59
Jan		1,557.00		1,450.00	3,846.56	3,390.00	678.00	54	40
Feb	26,469.00		1,450.00		3,540.00		-		55
Mar	3,114.00		2,900.00		2,899.76		-		40
Apr	3,114.00		4,550.00		2,685.00		-		57
May	1,557.00		1,450.00		2,560.00		-		67
Jun	-		9,435.00		2,990.00		-		54
Jul	-		-		2,945.00		-		57
Aug	-		-		2,930.00		-		48
Sept	-				3,330.00		-		39
Total	\$ 98,388	\$ 21,798	\$ 26,017	\$ 1,450	\$ 35,730	\$ 11,245	\$ 2,249	183	596

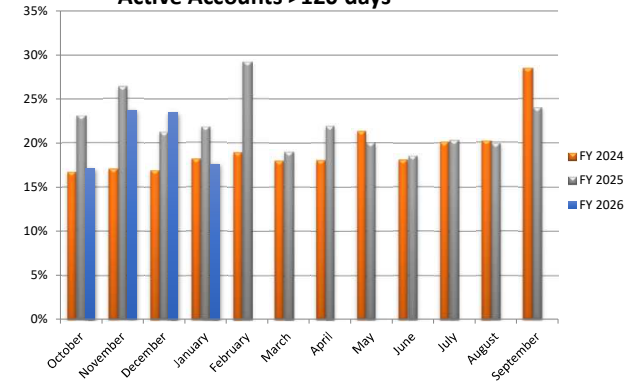
4% # of City's 4850 account became delinquent for this period

WATER & SEWER UTILITY AGING REPORT

ACTIVE ACCOUNTS

	FY 2024			FY 2025			FY 2026		
	>120 Past Due	Monthly Billings	% DELQ	>120 Past Due	Monthly Billings	% DELQ	>120 Past Due	Monthly Billings	% DELQ
October	207,794	\$ 1,241,355	17%	286,955	\$ 1,243,012	23%	232,955	\$ 1,362,344	17%
November	216,614	1,267,676	17%	307,108	1,164,508	26%	238,052	1,003,628	24%
December	214,935	1,270,207	17%	278,087	1,308,024	21%	235,324	1,003,628	23%
January	220,340	1,211,794	18%	278,766	1,278,238	22%	245,181	1,392,744	18%
February	231,139	1,217,188	19%	263,943	903,782	29%			#DIV/0!
March	235,434	1,310,333	18%	253,837	1,336,359	19%			#DIV/0!
April	236,352	1,307,061	18%	261,377	1,190,163	22%			#DIV/0!
May	262,509	1,229,203	21%	260,498	1,299,714	20%			#DIV/0!
June	247,808	1,372,056	18%	249,600	1,347,560	19%			#DIV/0!
July	261,459	1,298,366	20%	261,524	1,286,366	20%			#DIV/0!
August	252,820	1,250,659	20%	262,031	1,315,852	20%			#DIV/0!
September	360,091	1,263,892	28%	241,204	1,003,628	24%			#DIV/0!
Annual Avg	\$ 245,608	\$ 1,269,983	19%	\$ 267,077	\$ 1,223,101	22%	\$ 237,878	\$ 1,190,586	#DIV/0!

Active Accounts >120 days

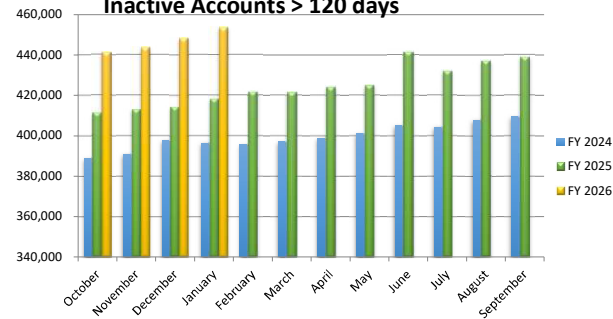


Active Account Graph: Billing data indicates delinquency rate on active accounts remain constant at an average of 1% of billings per month

INACTIVE ACCOUNTS

	FY 2024			FY 2025			FY 2026		
	>120 Past Due	>120 Past Due	% +/-	>120 Past Due	>120 Past Due	% +/-	>120 Past Due	>120 Past Due	% +/-
October	388,922	411,308	5%	441,066	441,066	7%			
November	390,867	413,066	5%	443,573	443,573	7%			
December	397,662	414,412	4%	448,343	448,343	8%			
January	396,459	418,252	5%	453,494	453,494	8%			
February	395,697	421,766	6%			#DIV/0!			
March	397,067	421,614	6%			#DIV/0!			
April	398,812	424,262	6%			#DIV/0!			
May	401,076	425,057	6%			#DIV/0!			
June	405,003	441,615	8%			#DIV/0!			
July	404,194	432,075	6%			#DIV/0!			
August	407,690	436,935	7%			#DIV/0!			
September	409,329	439,047	7%			#DIV/0!			
Annual Avg	\$ 399,398	\$ 424,951	6%	\$ 446,619	\$ 446,619	5%			

Inactive Accounts > 120 days



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

Balance 10/1/24 (Audited)

----- General Fund -----	
<u>Contingency</u>	<u>Unassigned Fund Balance</u>
\$ 200,000	\$ 23,925,117
October -	1,222,718
November -	-
December -	9,387
January -	-
February -	-
March -	-
April -	-
May -	-
June -	-
July -	-
August -	-
September -	-
Sub-Total (Uses) / Additions	1,232,105
Sub-Total Available	25,157,222
Other Considerations	
GFOA/City Commission 25% Reserve	(20,939,710)
Estimate of Availability at 09/30/2025	4,217,512

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

Uses:

	Total
Oct	-
Nov	-
December	-
January	-
February	-
March	-
April	-
May	-
June	-
July	-
August	-
September	-
Balance Remaining	\$ 200,000

City of Dania Beach

General Fund

Analysis of
Fund Balance

	<u>Balance 10/1/24</u>	23,925,117	
Uses: <u>#389-90-01</u>			
October	1,222,718		Carryovers/P.O.'s etc.
November	-		
December	9,387		Beach Raker Services
January			
February	-		
March			
April	-		
May	-		
June	-		
July	-		
August	-		
September	-		
Total Uses (Sources)	<u>1,232,105</u>		
Estimated Balance Available 09/30/25	<u>\$ 25,157,222</u>		
<u>Other Considerations</u>			
GFOA/City Commission 25% Reserve	(20,939,710) est.		
Estimate of Availability at 09/30/25	<u><u>4,217,512</u></u>		



MINUTES OF REGULAR MEETING
DANIA BEACH CITY COMMISSION
TUESDAY, FEBRUARY 10, 2026 - 7:00 P.M.

1. CALL TO ORDER/ROLL CALL

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

Present:

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

City Manager Ana M. Garcia, ICMA-CM
City Attorney Eve Boutsis
City Clerk Elora Riera, MMC

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

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

3. PRESENTATIONS AND SPECIAL EVENT APPROVALS

3.1 Pack 954, Webelos - Cub Scouts — Introduction — Sponsored by Commissioner Rimoli

This item was rescheduled to the next agenda.

3.2 Request for Proclamation Approval:

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

There was consensus to approve the proclamations.

4. PROCLAMATIONS

4.1 Black History Month - February 2026 - Sponsored by Mayor Davis

Mayor Davis read the proclamation into the record and presented it to Rita Crockett.

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

This item was heard after item 3.2

Mayor Davis read the proclamation into the record and presented it to Mr. Mickey Marino.

5. ADMINISTRATIVE REPORTS

5.1 City Manager

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

- Letter from Josh Gaboton regarding funds for wastewater infrastructure improvement project
- Dania After Dark Dinner at the Hall
- Update on Frost Park courts construction project
- Chester Byrd Park renovations
- Conversation with Cali Curley of UM regarding Interns
- Olsen Park design project
- Final walkthrough at C.W. Thomas Park
- Greater Fort Lauderdale Alliance board meeting at I.T. Parker Center
- Black History Month Reception and Dr. Martin Luther King Jr. art and essay contest
- 34th Terrace Drainage Project
- Jimmie's Chocolates property

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 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

Captain Tarala commended the City for hosting several successful events, including the vintage motorcycle show which had no reported incidents. He reported a traffic arrest resulting in the

seizure of over three pounds of marijuana, the arrest of an individual at an apartment on SW 11th Street, and the apprehension of a wanted suspect with multiple felony warrants without incident. He outlined spring break enforcement plans, including coordination with Kimco and dedicated beach patrols, and announced the promotion and reassignment of Lieutenant Robertson to an executive position in Deerfield Beach.

Fire Chief Pellecer reported that crews from Stations 1 and 17 are receiving one-on-one training sessions with the department's medical director to review protocols and enhance medical treatment knowledge, particularly benefiting newer firefighters. He noted department participation in the recent vintage motorcycle event and announced that the refurbished Quint, ladder truck, and rescue truck have been returned. The units are undergoing final inspections and upgrades, including installation of a new state-of-the-art stretcher, and are expected to be back in service within the next few weeks. In response to Mayor Davis's question regarding Safety Saturdays, he responded that they are still on going and are being advertised on the city's website.

7. CITIZENS' COMMENTS

The following spoke under citizens' comments:

- Jeffery Bryant – 136 NW 5th Avenue
- Gideon Israel – 946 SW 9th St.
- Robert Kirchgraber – 2725 Treasure Cove Dr.
- Jordanan Ayala – 4 N. Federal Highway
- Shawn DeRosa – 408 SE 5th St.

8. CONSENT AGENDA

Commissioner Lewellen made a motion to approve the consent agenda minus item 8.6. The motion was seconded by Commissioner Rimoli which carried unanimously on voice vote.

8.1 Minutes: January 13, 2026 City Commission Meeting

Approved under consent agenda.

8.2 Travel Requests: None.

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

Approved under consent agenda.

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

Approved under consent agenda.

8.5 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)*

Approved under consent agenda.

8.6 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)*

City Attorney Boutsis read the title of the resolution.

Director of Community Development Eleanor Norena introduced the item.

Commissioner Ryan wanted verification of some of the changes, and the RAC units and Director of Community Development Eleanor Norena provided an overview of that information.

Commissioner Rimoli suggested raising the vacation rental certificate fee to \$850.

Commissioner Ryan suggested raising it to \$875.

Commissioner Ryan made a motion to approve the item with the amendment of \$875 for the vacation rental certificates fee. The motion was seconded by Commissioner Rimoli which carried unanimously on voice vote.

8.7 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)*

Approved under consent agenda.

8.8 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)*

Approved under consent agenda.

8.9 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)*

Approved under consent agenda.

8.10 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)*

Approved under consent agenda.

8.11 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)*

Approved under consent agenda.

9. BIDS AND REQUESTS FOR PROPOSALS

9.1 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)*

This item was taken after item 12.2.

City Attorney Boutsis read the title of the resolution.

Deputy Director of Public Services Sean Schutten introduced the item.

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

9.2 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)*

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.

9.3 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)*

City Attorney Boutsis read the title of the resolution.

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

Mayor Davis expressed her concerns with burying the debris as opposed to removing the debris.

Steven Sterneck of Beach Raker explained a process that only three municipalities have because of extreme circumstances and that it is costly. He believes that the current process should remain in order to be cost effective and keep the sand and seaweed on the beach.

Discussion ensued regarding the removal of the seaweed and the hybrid options and there needing to be more conversations on ways to improve the beach sand and under the sand and not just the surface.

Commissioner Ryan commented that seaweed is a natural occurrence and houses marine life and strengthens the beach. He is not a fan of hauling away all of the seaweed

Commissioner Lewellen agreed with the comments of Commissioner Ryan.

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

10.1 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)*

This item was taken with item 12.3.

City Attorney Boutsis read the title of the resolution.

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

11. FIRST READING ORDINANCES

11.1 *(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)*

Commissioner Lewellen made a motion to reschedule the item to the February 24, 2026 Commission meeting at 7:00 p.m. The motion was seconded by Commissioner Rimoli which carried unanimously on voice vote with Mayor Davis absent for the vote.

11.2 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)*

City Attorney Boutsis read the title of the ordinance.

Deputy Director of Community Development Corinne Lajoie introduced the item.

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

- Dr. Kershberger - 337 SE 7th
- Robert Kirchgraber – 2725 Treasure Cove Dr.
- Shawn DeRosa – 408 SE 5th St.

Director of Community Development Eleanor Norena commented that Code Enforcement works 10-hour shifts seven days a week and they have the staff capable to handle any additional complaints that could come in. They will also be providing monthly updates to the City Manager.

Commissioner Lewellen asked if there has been outreach for this and Commissioner Ryan commented that he has received inquiries throughout the years.

Commissioner Ryan stated that he believes that those who will have the chicken coops would maintain them and it is a sustainable way of living for some families. He feels that people should be able to do what they want in their yard and so long as there is sufficient enough yard to do it in. It is giving freedom for residents to do what they'd like in their private yards and so long as they're adhering to the requirements they should be allowed to do it.

Commissioner Lewellen inquired about the area where this pilot program will take place and Director of Community Development Eleanor Norena responded that it will be city-wide. She also asked about the pilot program timing and Director of Community Development Eleanor Norena commented that it will be one year, however the length can be changed if that is the desire of the Commission.

City Attorney Boutsis commented that she is hearing some of the concerns and that amendments can be brought back during second reading.

Vice Mayor Salvino commented that there are chickens all over the city. He does not want to be told what he can or cannot do in his own yard and people should be able to do what they want so long as they aren't breaking any rules. This ordinance only allows for 4 chickens and not 25 like the letter he received which is misleading.

Mayor Davis commented that a lot of work has gone into this item. She is sensitive to people being able to do what they want in their own yard, and she is also sensitive to neighbors having what they want in their yard impacting another neighbors yard. She stated that at the end of the day, it comes down to quality of life. It's not just about your own quality of life, your property, or what you want to do, it's also about being respectful of your neighbors and considering how your choices affect them.

Vice Mayor Salvino made a motion to approve the item. The motion was seconded by Commissioner Ryan which carried 3-2 on roll call vote with Commissioner Lewellen, Commissioner Ryan, Vice Mayor Salvino voting yes and Commissioner Rimoli and Mayor Davis voting no.

11.3 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)*

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 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. 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)*

This item and item 12.2 were taken after the consent agenda.

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

12.2 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)*

This item and item 12.1 were taken after the consent agenda.

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

12.3 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)

This item was taken after item 9.3 and was taken with item 10.1.

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:

- Rod Feiner speaking on behalf of the applicant – 1133 SE 4th Ave.

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

12.4 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)

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.

12.5 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)

This item was taken with item 12.4

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

13. DISCUSSION AND POSSIBLE ACTION

13.1 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

Mayor Davis introduced the item.

There was consensus to split the fee amongst the Commission, and any insurance fees would be covered by the Manager and Deputy Manager’s contingency fee.

14. APPOINTMENTS

14.1 Advisory Board Appointments - City Clerk

Dania Beach Housing Authority Board - 1 vacancy - Mayor Davis

Mayor Davis did not have an appointment at this time.

15. COMMISSION COMMENTS

15.1 Commissioner Lewellen

Commissioner Lewellen wished all a happy Valentine's day.

15.2 Commissioner Rimoli

Commissioner Rimoli read a statement into the record regarding the immigration and ICE enforcement.

15.3 Commissioner Ryan

Commissioner Ryan spoke about attending Broward Days, next year appropriations, grand opening of CW Thomas Park, and wished all a happy Valentine's day.

15.4 Vice-Mayor Salvino

Vice Mayor Salvino had no comments.

15.5 Mayor Davis

Mayor Davis commented on the Four Chaplains remembrance ceremony, wished all a happy Valentine's day and Black History month.

16. ADJOURNMENT

Mayor Davis adjourned the meeting at 9:39 p.m.

ATTEST:

CITY OF DANIA BEACH

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

Approved:



City of Dania Beach Public Services Memorandum

DATE: 2/24/2026

TO: Mayor and Commissioners

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

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

**SUBJECT: AUTHORIZATION FOR A THIRD RENEWAL OF BID RFP #20-004
“DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES” TO
PRIMARY, SECONDARY, AND TERTIARY FIRMS**

Request:

The Public Services Department (PSD) is requesting adoption of a resolution authorizing a third renewal to the agreement associated with the award of RFP #20-004 “Disaster Debris Removal and Disposal Services”, which expires on March 11, 2026, to Bergeron Emergency Services, Inc. (BES) as primary service provider, Custom Tree Care, Inc (CTC) as secondary, and KDF Enterprises, LLC (KDF).

Background:

The City of Dania Beach has successfully utilized Bergeron Emergency Services, Custom Tree Care, Inc, and KDF Enterprises, LLC during the hurricane season to provide professional citywide storm debris removal & disposal services, documentation, and complete FEMA reimbursement submittal requirements. Their work covers post storm debris management needs that directly impact on the public’s health and safety. With these resources in place, PSD is able to expedite the debris cleanup and roadway clearing process. In December 2020, bids for the “City of Dania Beach Disaster Removal and Disposal Services” RFP #20-004, were awarded to the following firms:

Primary:	Bergeron Emergency Services (BES)
Secondary:	Custom Tree Care Inc. (CTC)
Tertiary:	KDF Enterprises LLC (KDF)

The Public Services Department anticipates the continued need for BES, CTC and KDF as they have consistently delivered high-quality work.

Budgetary Impact

Projected expense for citywide emergency debris removal and disposal services based on the estimated type and quantities of debris removed is \$430,116 for the primary contractor. The cost will initially be covered by the City’s Disaster Reserves Account No. 001-271-08-00 and

submitted to FEMA for reimbursement.

Recommendation

The Public Services Department recommends that the City Commission adopt a third, one-year renewal of the resolution to award RFP #20-004 “City of Dania Beach Disaster Debris Removal and Disposal Service” contract to Bergeron Emergency Services (BES) as primary, Custom Tree Care (CTC) as secondary, and KDF Enterprises (KDF) as tertiary service providers.

RESOLUTION NO. 2026-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE THIRD RENEWAL OF EMERGENCY DEBRIS REMOVAL AND DISPOSAL SERVICES CONTRACTS FOR PRIMARY, SECONDARY AND TERTIARY SERVICES WITH BERGERON EMERGENCY SERVICES, CUSTOM TREE CARE, INC. AND KDF ENTERPRICES, LLC, RESPECTIVELY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in December 2020, the City entered into a three-year agreement for emergency debris removal and disposal services with Bergeron Emergency Services (BES), Custom Tree Care, Inc. (CTC) and KDF Enterprises, LLC (KDF) via competitive qualifications review process through RFQ No. 20-004; and

WHEREAS, this type of service is critical for properly addressing post storm debris management needs that directly impact on the public's health and safety; and

WHEREAS, the Agreements provide for three (3) 1-year renewal options; and

WHEREAS, the Public Services Department (PSD) has determined that exercising the third one year, renewal option is beneficial to the City; and

WHEREAS, BES, CTC and KDF have formally agreed to the one-year renewal.

WHEREAS, the agreement officially expires on March 11, 2026, requiring the renewal to be affected retroactively to that date.

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

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

Section 2. That the proper City officials are authorized to execute third renewal to the agreement with BES, CTC and KDF which copies of the third renewal agreements are attached as composite Exhibit "A" and are incorporated into this Resolution by this reference.

Section 3. That funding to cover cost of services will be transferred from the City's Disaster Reserves Account No. 001-271-08-00 to the "Operating Supplies Hurricane Expenses" account No. 001-18-00-519-52-90 and will later be submitted to FEMA for reimbursement.

Section 4. That the City Commission authorizes Public Services to exceed the City vendor threshold policy of \$50,000.00 for the term of the contract with firms selected.

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

Section 6. That this Resolution shall become effective ten (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. BOUTSIS
CITY ATTORNEY

**THIRD RENEWAL BETWEEN THE CITY OF DANIA BEACH, FLORIDA
AND KDF ENTERPRISES LLC, A FOREIGN LIMITED LIABILITY
COMPANY AUTHORIZED TO CONDUCT BUSINESS IN FLORIDA, FOR
DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES.**

This is the Third and final renewal (the “Renewal”) between the City of Dania Beach, Florida, a Florida municipal corporation (“City”) and KDF Enterprises, LLC, a foreign limited liability company authorized to conduct business in Florida (“Contractor”), with its principal mailing address of 370 Mountain View Road, Springville, Alabama 35146.

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

1. The agreement existing between the Contractor and the City of Dania Beach and any amendment(s) to it, dated March 15, 2021, along with a copy of the First Renewal dated March 20, 2024 and the Second Renewal dated July 18, 2025, are attached as composite Exhibit “A”, and made a part of and are incorporated into this Renewal by this reference, shall be considered as part of this Renewal between the City and the Contractor.
2. Pursuant to Resolution No. 2020-151, the City wishes to exercise the third and final of three (3) one (1) year renewal options with the Contractor.
3. That in all other respects, the terms of the Agreement apply to this Renewal.

SIGNATURES ON FOLLOWING PAGES

IN WITNESS of the foregoing, the parties have executed this Third Renewal
on _____, 2026.

CITY:

CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation

ATTEST:

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND
CORRECTNESS:

ANA M. GARCIA, ICMA-CM
CITY MANAGER

EVE A. BOUTSIS
CITY ATTORNEY

WITNESSES:

Signature

PRINT Name

Signature

PRINT Name

CONTRACTOR:

KDF Enterprises, LLC

a foreign limited liability company

Signature

PRINT Name

Title

Date

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, on _____, 2026, by _____, as _____ of KDF Enterprises, LLC, a foreign limited liability company authorized to conduct business in Florida. He/she is personally known to me or has produced _____ as identification.

Notary Signature

Notary Seal:

Printed Name

**SECOND RENEWAL BETWEEN THE CITY OF DANIA BEACH,
FLORIDA AND KDF ENTERPRISES LLC, A FOREIGN LIMITED
LIABILITY COMPANY AUTHORIZED TO CONDUCT BUSINESS IN
FLORIDA, FOR DISASTER DEBRIS REMOVAL AND DISPOSAL
SERVICES.**

This is the Second (the “Renewal”) between the City of Dania Beach, Florida, a Florida municipal corporation (“City”) and KDF Enterprises, LLC, a foreign limited liability company authorized to conduct business in Florida (“Contractor”), with its principal mailing address of 370 Mountain View Road, Springville, Alabama 35146.

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

1. The agreement existing between the Contractor and the City of Dania Beach and any amendment(s) to it, dated March 15, 2021, along with a copy of the First Renewal dated March 20, 2024, which both are attached as composite Exhibit “A”, and made a part of and are incorporated into this Renewal by this reference), shall be considered as part of this Renewal between the City and the Contractor.
2. The current Agreement expired on March 11, 2025 and this Renewal is retroactive to that date and it is valid through March 11, 2026.
3. Pursuant to Resolution No. 2020-151, the City wishes to exercise the second of three (3) one (1) year renewal options with the Contractor.
4. That in all other respects, the terms of the Agreement apply to this Renewal.

SIGNATURES ON FOLLOWING PAGES

IN WITNESS of the foregoing, the parties have executed this First Renewal on
_____July 18_____, 2025.

CITY:

CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation

ATTEST:

ELORA RIERA, MMC
CITY CLERK



APPROVED AS TO FORM AND
CORRECTNESS:

JOYCE L. DAVIS
MAYOR

ANA M. GARCIA, ICMA-CM
CITY MANAGER

EVE A. BOUTSIS
CITY ATTORNEY

WITNESSES:

[Signature]
Signature

Kryshe Avery
PRINT Name

Helen Hinton
Signature

Helen Hinton
PRINT Name

CONTRACTOR:

KDF Enterprises, LLC
a foreign limited liability company

[Signature]
Signature

Matthew Avery
PRINT Name

CFO
Title

7/18/25
Date

STATE OF Alabama)

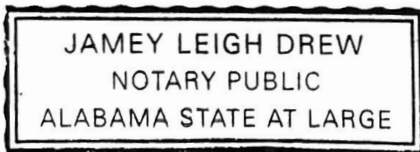
COUNTY OF Mobile)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, on July 18, 2025, by Matthew Avery, as CFO of KDF Enterprises, LLC, a foreign limited liability company authorized to conduct business in Florida. He/she is personally known to me or has produced Driver's License as identification.

[Signature]
Notary Signature

Notary Seal:

Jamey Leigh Drew
Printed Name



**FIRST RENEWAL BETWEEN THE CITY OF DANIA BEACH, FLORIDA
AND KDF ENTERPRISES LLC, A FOREIGN LIMITED LIABILITY
COMPANY AUTHORIZED TO CONDUCT BUSINESS IN FLORIDA, FOR
DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES.**

This is the First (the “Renewal”) between the City of Dania Beach, Florida, a Florida municipal corporation (“City”) and KDF Enterprises, LLC, a foreign limited liability company authorized to conduct business in Florida (“Contractor”), with its principal mailing address of 370 Mountain View Road, Springville, Alabama 35146.

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

1. The agreement existing between the Contractor and the City of Dania Beach and any amendment(s) to it, dated March 15, 2021, a copy of which is attached as Exhibit “A”, and made a part of and are incorporated into this Renewal by this reference), shall be considered as part of this Renewal between the City and the Contractor.
2. The current Agreement expires on March 11, 2024 and this Renewal is valid through March 11, 2025.
3. Pursuant to Resolution No. 2020-151, the City wishes to exercise the first of three (3) one (1) year renewal options with the Contractor.
4. That in all other respects, the terms of the Agreement apply to this Renewal.

SIGNATURES ON FOLLOWING PAGES

IN WITNESS of the foregoing, the parties have executed this First Renewal on
March 20, 2024.

CITY:

CITY OF DANIA BEACH, FLORIDA,

a Florida municipal corporation

Archibald

Digitally signed by
Archibald J. Ryan IV

J. Ryan IV

Date: 2024.03.20
09:41:06 -04'00'

ARCHIBALD J. RYAN IV

MAYOR

Ana M. Garica,

Digitally signed by Ana
M. Garica, ICMA-CM

ICMA-CM

Date: 2024.03.20 09:41:24
-04'00'

ANA M. GARCIA, ICMA-CM

CITY MANAGER

ATTEST:

Elora Riera

Digitally signed by
Elora Riera
Date: 2024.03.20
09:40:39 -04'00'

ELORA RIERA, MMC

CITY CLERK

APPROVED AS TO FORM AND
CORRECTNESS:

Eve A. Boutsis

Digitally signed by Eve A.
Boutsis
Date: 2024.03.19 15:30:08
-04'00'

EVE A. BOUTSIS

CITY ATTORNEY



WITNESSES:

Courtney Brown
Signature

Courtney Brown
PRINT Name

[Signature]
Signature

Danielle Hudgins
PRINT Name

CONTRACTOR:

KDF Enterprises, LLC
a foreign limited liability company

[Signature]
Signature

SOPHIE KILPATRICK.
PRINT Name

CHIEF OPERATING OFFICER.
Title

03/05/2024.
Date

STATE OF Alabama

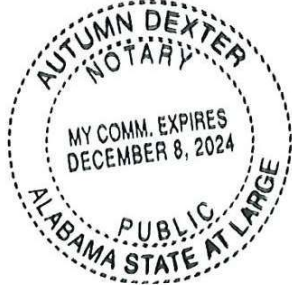
COUNTY OF Mobile

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, on March 5, 2024, by Sophie Kilpatrick as Chief Operating of KDF Enterprises, LLC, a foreign limited liability company, authorized to conduct business in Florida. He/she is personally known to me or has produced Driver's license as identification.

[Signature]
Notary Signature

Autumn Dexter
Printed Name

Notary Seal:





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/18/2024

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

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

PRODUCER McGriff Insurance Services, LLC 2000 International Park Drive Suite 600 Birmingham, AL 35243	CONTACT NAME: Holly Gilham PHONE (A/C, No, Ext): 1-800-476-2211 E-MAIL ADDRESS: hgilham@mcgriff.com FAX (A/C, No):														
INSURED KDF Enterprises, LLC 370 Mountain View Road Springville, AL 35146	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A :Starr Indemnity & Liability Company</td><td>38318</td></tr><tr><td>INSURER B :Starr Surplus Lines Insurance Company</td><td>13604</td></tr><tr><td>INSURER C :National Fire Insurance Company of Hartford</td><td>20478</td></tr><tr><td>INSURER D :Southern Insurance Company</td><td>19216</td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A :Starr Indemnity & Liability Company	38318	INSURER B :Starr Surplus Lines Insurance Company	13604	INSURER C :National Fire Insurance Company of Hartford	20478	INSURER D :Southern Insurance Company	19216	INSURER E :		INSURER F :	
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INSURER D :Southern Insurance Company	19216														
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER:3V7RWMMT

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:		X	1000067216231	11/05/2023	11/05/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Per Project Agg Capped \$ 5,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ HIRED PHYS DAMAGE ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			1000626197231	11/05/2023	11/05/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			1000337496231	11/05/2023	11/05/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 Products & Completed Ops \$ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A	MIS1152023	11/05/2023	11/05/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B C	Contractor's Equipment (ACV) Total Equip \$1,475,011 Deductible \$1,000			MIS1152023	11/05/2023	11/05/2024	Leased, Borrow, Rented Equip From Others Agg \$ 600,000 Per Item \$ 500,000 Small Tools Aggregate \$ 100,000 Per Item \$ 2,000

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

Re: Storm Debris Collection and Disposal Agreement

The Certificate Holder is included as an Additional Insured on a primary and noncontributory basis for ongoing and completed operations by the General Liability policy, and the Automobile Liability and Excess Liability policies if required by written contract. A Waiver of Subrogation is included where permissible by law by the General Liability, Automobile Liability, Workers' Compensation & Employers Liability, and Excess Liability policies in favor of the aforementioned Additional Insured(s) if required by written contract. A 30 day Notice of Cancellation is included by the General Liability, Automobile Liability, Workers' Compensation & Employers Liability, and Excess Liability policies in favor of the Certificate Holder if required by written contract.

CERTIFICATE HOLDER

City of Dania Beach, Florida 100 West Dania Beach Boulevard Dania Beach, FL 33004

CANCELLATION

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

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

PRODUCER McGriff Insurance Services, LLC		INSURED KDF Enterprises, LLC	
POLICY NUMBER			
CARRIER	NAIC CODE		
		ISSUE DATE: 03/18/2024	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: _____

Contractor's Pollution
 Policy #: 1000067216231
 Carrier: Starr Suplus Lines Insurance Company
 Policy Period: 11/5/2023 -11/5/2024

Pollution Limit: \$1,000,000
 Deductible: \$25,000

AGREEMENT

Storm Debris Collection and Disposal

This is an Agreement ("Agreement") dated March 15, 2021, between the City of Dania Beach, Florida, a Florida municipal corporation ("City"), with its principal place of business located at 100 West Dania Beach Boulevard, Dania Beach, Florida 33004 and KDF Enterprises, LLC, a foreign limited liability company authorized to conduct business in Florida ("Contractor"), with its principal mailing address of 370 Mountain View Road, Springville, Alabama 35146.

WHEREAS, the City deems it to be in the best interest of the residents and citizens to accept the proposal from Contractor as the primary Contractor to perform Disaster Debris Removal and Disposal Services, in the event of a storm; and

WHEREAS, City has determined that entering into this Agreement with Contractor for the Project contemplated by this Agreement is in the best interests of the health, safety, and welfare of the citizens and residents of the City; and

WHEREAS, City and the Contractor have determined that it is in the best interests of the parties to enter into this Agreement for Storm Debris Collection and Disposal due to the potential of storms affecting the City and which will ultimately cause storm debris throughout the City that will require collection and disposal at approved disposal sites ("Project");

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and undertakings and other good and valuable consideration the receipt and sufficiency of which are acknowledged and agreed upon, the parties agree as follows:

1.0 Recitals. The foregoing "WHEREAS" clauses are true and correct and are ratified by the parties.

2.0 Definitions Wherever used in this Agreement or in the other RFP documents the following terms have the meanings indicated which are applicable to both the singular and plural:

2.1 City Representative - The City Manager, or designee, who shall have such duties and responsibilities as provided in this Agreement and by law. If the Manager shall cease to hold the position, it shall be the person so designated by the Mayor of the City.

2.2 Agreement - The written agreement between the City and Contractor covering the Work to be performed for the Project, including other Agreement and RFP Documents that are attached to the Agreement or made a part it.

2.3 Agreement Time - A time frame after a storm when the debris collection and removal should be reasonable to be performed and concluded.

2.4 Change Order - Work that is added to or deleted from the original scope of work of a contract, however, depending on the magnitude of the change, it may or may not alter the original contract amount, completion date or both.

2.5 City - The City of Dania Beach, Florida and its assigns, with which Contractor has entered into the Agreement and for which the Work is to be provided.

2.6 Agreement Documents - The Agreement Documents, to be completed by the parties through this Agreement, include this Agreement, Notice to Proceed, Certificate(s) of Insurance, additional documents which are required to be submitted under this Agreement, and all Written Amendments, Field Orders, and Work Directives issued on or after the effective date of the Agreement. Also included in entirety is RFP 20-004, and Contractor's Proposal and response to the RFP except as may be inconsistent with the terms of this Agreement.

2.7 Defective - An adjective which when modifying the Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Agreement Documents, or does not meet the requirements of an inspection, reference standard, test or approval referred to in the Agreement Documents, or has been damaged prior to final payment.

2.8 Contractor Representative - Or designee, who shall have such duties and responsibilities as provided in the Agreement.

2.9 Effective Date of the Agreement - The date indicated in the Agreement upon which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver the Agreement.

2.10 Field Order - A written order issued by the City Manager, or designee, which orders minor changes in the Work but which does not involve a change in Unit Price.

2.11 Agreement Price - The unit price tables identified in Exhibit A.

2.12 Notice to Proceed - A written notice given by City to Contractor fixing the date upon which the Agreement Time will commence to run and on which Contractor shall start to perform Contractor obligations under the Agreement Documents. A notice to proceed is issued for each storm event before work commences.

2.13 Specifications - Those portions of the Agreement Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable to them. FEMA guidelines are considered specifications.

2.14 Subcontractor - An individual, firm or corporation having a direct Agreement with Contractor or with any other Subcontractor for the performance of a part of the Project Work.

2.15 Supplier - A manufacturer, fabricator, supplier, distributor, material man, or vendor.

2.16 Unit Price - An amount stated in the Agreement as a price per unit measurement for the Work as described in the Agreement Documents.

2.17 Work - Work means services to be performed, specifically including but not limited to, furnishing labor, equipment and materials, used or incorporated in the Work as required by the Agreement Documents.

2.18 Work Directive - A written directive to Contractor issued on or after the Effective Date of the Agreement and signed by the City Manager or designee ordering an addition, deletion, or revision in the Work. A Work directive shall not change the Unit Price included in Exhibit A, but it can add additional unit pricing for additional resources needed that were not anticipated when the Agreement was executed. Work Directives can be issued for unforeseen circumstances in the best interests of the health, safety, and welfare of the citizens and residents of the City.

2.18 Written Amendment - A written amendment of the Agreement Documents, approved by the City Commission and signed by City and Contractor on or after the Effective Date of the Agreement that adds or changes significant work or makes changes to terms and conditions.

2.20 Written Notice - Shall be deemed to be duly served if delivered in person to the individual or to an officer of the Contractor or City for whom it is intended, if delivered at or sent by certified mail, return receipt requested, to the last business address known to the person who gives notice. Facsimile, electronic (includes email) or telephonic transmission shall not be considered as written notice.

3.0 Agreement Documents

3.1 The Agreement Documents as defined above, comprise the entire Agreement between City and Contractor and consists of elements to be completed by the parties through this Agreement and includes any additional documents which are required to be submitted under this Agreement, and all Written Amendments, Field Orders, and Work Directives. RFP No. 20-004, "Disaster Debris Removal and Disposal Services", FEMA Super Circular "2 CFR Chapter 2, Part 200 et al, and the CONTRACTORS proposal, are incorporated in their entirety into this Agreement. **Compliance with FEMA Super Circular "2 CFR Chapter 2, Part 200 et al." is required. See the following link to the FEMA Super Circular:**

<https://www.gpo.gov/fdsys/granule/CFR-2016-title2-vol1/CFR-2016-title2-vol1-part200/content-detail.html>

3.2 This Agreement and the Agreement Documents listed in Paragraph 3.1 comprise the entire agreement between City and Contractor concerning the Work. The Agreement Documents are complimentary; what is called for by one is as binding as if called for by all. The Agreement Documents will be construed in accordance with the law of the State of Florida.

3.3 The intent of the Agreement is to describe a functionally complete Project, to be completed in accordance with the Agreement Documents. Any Work, materials or equipment that may reasonably be inferred from the Agreement Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials or equipment such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of Agreement award, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Agreement Documents) shall be effective to change the duties and responsibilities of City,

Contractor, or any of their consultants, agents, employees or subcontractors from those set forth in the Agreement Documents.

3.4 City will not modify the terms and conditions to the Agreement Documents except in a manner allowed by the Agreement. Contractor covenants and agrees that City shall not be responsible for the costs above those set forth in this Agreement unless the same are set forth in a Written Amendment or Work Directive approved pursuant to the terms of this Agreement. Any and all modifications to terms and conditions issued by the authority of an entity not a party to this Agreement shall not be compensated by City.

3.5 The requirements of the Agreement Documents may be supplemented and minor variations and deviations in the Work may be authorized by the City Manager, or designee, by a written interpretation or clarification, or Field Order.

3.6 Execution of the Agreement by the Contractor is a representation that Contractor has become familiar with the local conditions and the City for which the Work is to be performed.

4.0 Scope of Work

4.1 Contractor is required to assist the City to recover after a major storm event where vegetative and construction and demolition debris are located in the City rights-of-way. Contractor must follow all Federal Emergency Management Agency ("FEMA") guidelines to reasonably assure City receives reimbursement for debris disposal services. The City has an established goal of clearing at least one (1) lane of traffic on every City street within twenty-four (24) hours after a storm event. The storm debris will be arranged for accessibility to heavy equipment so the debris can be loaded into trucks and removed to a disposal site. The Contractor shall furnish all of the materials, tools, supplies, heavy equipment, vehicles and labor necessary to perform the work. Depending on a storm as determined by the City, the materials, tools, supplies, equipment, vehicles, and labor for the emergency push must be pre-positioned or in close proximity to the City prior to the storm. In the event the City is evacuated prior to the storm, the assets do not need to be prepositioned, but must be readily available within four (4) hours after the storm. The Contractor will bear all costs associated with the Project. **Compliance with FEMA Super Circular "2 CFR Chapter 2, Part 200 et al." is required.**

Please see the following link to the FEMA Super Circular:

<https://www.gpo.gov/fdsys/granule/CFR-2016-title2-vol1/CFR-2016-title2-vol1-part200/content-detail.html>

4.2 Contractor shall provide all expertise, personnel, tools, materials, equipment, transportation, supervision and all other services and facilities of any nature necessary to execute, complete and deliver the timely removal and lawful disposal of all eligible storm-generated debris. The term "eligible," as used in this Agreement, means qualifying for emergency funding under the standards promulgated by FEMA. The term "debris," as used in this Agreement, includes all forms of disaster-generated debris, such as vegetative, demolition, construction, household goods ("white goods"), hazardous and industrial waste materials.

4.3 Contracted services will include clearing of roadways and access routes (“the emergency push”), removal and hauling of hurricane debris in the rights of way, clearing and removal of hangers, leaners, and stumps, and other Right of Entry services when determined as necessary to:

- 4.3.1 Eliminate immediate threats to life, public health, and safety.
- 4.3.2 Eliminate immediate threats of significant damage to improved public or private property.
- 4.3.3 Ensure the economic recovery of the affected community for the benefit of the community at large.

Services include:

Pre-event

- 4.3.4 Participate in meetings, workshops, training sessions and the refinement of the City Disaster Debris Management Plan.
- 4.3.5 Visit the City-designated temporary debris management site(s).
- 4.3.6 When requested by City, provide the necessary staff at the City Emergency Operations Center (EOC) to assist in the planning process.
- 4.3.7 Pre-positioning of equipment and personnel in close proximity to City prior to the storm for immediate use after the storm.

Post Event

- 4.3.8. Provide technical advice to the City.
- 4.3.9 Emergency push/road clearance in coordination with debris monitoring firm(s).
- 4.3.10 Debris collection and hauling to City-designated locations.
- 4.3.11 Provide other as-requested field services.
- 4.3.12 Provide collection tickets and reports in electronic or hard copy format, as determined by City, compatible to the debris monitoring firm(s) and City systems.
- 4.3.13 Begin immediate emergency push of vegetative and construction and demolition debris from City streets.

- 4.3.14 Objective to clear at least one (1) lane of traffic on every City street within twenty-four (24) hours.
- 4.3.15 Vegetative and construction and demolition debris collection and disposal.
- 4.3.16 Follow FEMA policies for vehicle and equipment certification and collection and disposal procedures.
- 4.3.17 Maintain documentation necessary for verification for services rendered as necessary for FEMA reimbursements to City.

4.4 These contracted services shall provide for the cost effective and efficient removal and lawful disposal of debris on all public streets, roads, and other rights-of-way, including any other locally-owned facility or site as may be directed by the City, and in accordance with federal requirements. Agreement services will only be performed when requested and as designated by the City, by approved Work Authorization issued by the City. Contractor shall load and haul the debris from within the legal boundaries of the City to a site(s) specified by the City. Contractor shall use mechanical equipment to load and reasonably compact debris into the trucks and trailers.

4.5 Contractor is the City's contractor for storm debris collection and disposal and is expected to provide sufficient resources after the storm to perform the work. However, this is not a guarantee of work. City reserves the right to assign work to various contractors, at its sole discretion. Depending on the intensity of the storm, Contractor represents it has the ability to provide sufficient work forces and equipment after a storm for the performance of the Contractor and the City reserves the right to utilize one or more other contractors determined solely by the City. This approach will provide the City with the maximum flexibility to adequately react to the unknown variables of a storm event.

4.6 City reserves the right to approve in writing all subcontractors hired by the Contractor and to require the Contractor to dismiss a subcontractor upon request.

4.7 Contractor shall load and haul all eligible debris to an approved and certified temporary debris management site (TDMS) or other disposal destination, as specified by the City. All collection and hauling will be consistent with federal and state requirements applicable to the disaster event. The Contractor will ensure compliance with instructions from the City regarding the collection, hauling and disposal of hazardous wastes and other categories of debris.

4.8 Payment will be made to Contractor based on verification of the load tickets and verification that the debris was handled in accordance with FEMA requirements.

4.9 Contractor shall invoice City for debris handling regularly and for no more than thirty (30) day periods.

4.10 It is understood that the City's intent is to have the work performed and paid for in a manner consistent with FEMA reimbursement regulations. Payment will only be made for debris that FEMA determines eligible. In addition, payments based upon time and material costs

are limited to work performed during the first seventy (70) hours of work, or for a period as determined by FEMA rules, of actual work following a disaster event.

4.11 Contractor agrees to perform contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations, and permits. Only the highest quality workmanship will be acceptable. Services, equipment and workmanship not conforming to the intent of Agreement or meeting the approval of the City may be rejected. Replacements, rework or both, completed as required, will be accomplished on a timely basis at no additional cost to the City. Contractor shall ensure that its workers, and those of its subcontractors, if any, are sufficiently trained on the scope of work, and the work to be done in order for the City to be reimbursed by FEMA for eligible debris removal.

4.12 Contractor shall provide a copy of the Contractor's General Operations Plan within seven (7) days following the execution of this Agreement with the City. The City will approve the General Operations Plan prior to its implementation within the City. The Contractor shall have the authority to implement all actions required to begin the performance of contracted services as set out in this Agreement and Contractor's General Operations Plan.

4.13 When a Notice to Proceed is given by City to the Contractor prior to a storm event, the Contractor is expected to pre-position equipment in close proximity to the City for immediate use after the storm winds subside to a safe level (under 40 miles per hour) and begin the emergency push. Contractor will make all necessary arrangements to mobilize a minimum of 50% of the required resources for the emergency push within two (2) hours and 100% of the required resources within eight (8) hours for the emergency push. Contractor will make all necessary arrangements to mobilize a minimum of 50% of the required resources within seventy-two (72) hours and 100% of the required resources within one hundred and twenty (120) hours to commence and conduct the storm debris collection and removal. The City may take actions as necessary to address the failure of the Contractor to mobilize resources on the schedule required by the City.

4.14 All Work shall be scheduled through the City Public Services Director or designee. Contractor will begin the emergency push immediately after a storm.

4.15 The Contractor shall preserve from damage all property adjacent to the Work sites. The Contractor shall erect and maintain all necessary barricades, suitable and sufficient red lights, danger signals, signs, and post flagmen, and shall take all necessary precautions for the protection of the Work and safety of the public. The Contractor is required to repair or replace any damages made to public and private property.

4.16 Contractor shall provide a safe and clean working environment for performing the services pursuant to this Agreement.

4.17 Contractor means and method of debris collection will be performed in a manner that does not leave storm debris and material on the streets. A combination of front end loaders and clam shell trucks will be used for debris removal. Immediately after storm debris piles are removed by large equipment, Contractor will ensure that the remains of the piles are also collected and hauled away. Contractor shall not leave storm debris and materials in the rights of way.

4.18 Contractor representative is not employed by or affiliated with the City's Storm Debris Collection Monitoring and FEMA Public Assistance Grant Administrator Contractor.

5.0 Agreement Period

5.1 The initial Agreement period is for three (3) years beginning on _____ 1, 2020 and expiring on May 31, 2023. The Agreement can be extended for three (3) additional one (1) year periods with the written approval of the City Manager and Contractor executed no less than sixty (60) days prior to the expiration date. Unit prices will remain firm for the first three-year term and the City Manager may negotiate and approve reasonable price adjustments in the subsequent Contract years as long as acceptable within FEMA guidelines.

5.2 Contractor agrees that all Work shall be prosecuted regularly, diligently and uninterrupted at such rate of progress as will ensure full completion of it within a time specified by City. Failure to achieve timely, completion shall be regarded as a breach of this Agreement and subject to the appropriate remedies. A specific time limit on the period of performance for the work to be done will be identified for each storm event depending on the amount of debris that needs to be collected and disposed of. The City Manager will issue a written notice to proceed for each storm event.

6.0 Agreement Price and Payment

The City agrees to pay Contractor unit pricing for the faithful performance of the Services of this Agreement. Prices for work completed by the Contractor are reflected in Contractor's proposal. Mobilization, stand-by costs, and reduction in productivity are included in the Agreement price. Contractor will be paid unit pricing for Work as reflected in Contractor's Proposal attached as Exhibit A. All work will be paid on unit prices. Payment will be made only for Work that FEMA determines eligible. Payments will be made pursuant to Article 17 of this Agreement.

7.0 Contractor Responsibilities

In addition to those responsibilities enumerated in Article 4.0 above, the Contractor shall be responsible for the following:

7.1 Contractor shall bear all of its own operating costs and is responsible for all permit and license fees, and maintenance of its own trucks and equipment to keep such property in a condition and manner adequate to accomplish contracted services. Upon receipt and acceptance of full documentation of the performance of services and an accurate invoice as specified by the City, the Contractor shall be reimbursed on a unit price basis as specified in the Agreement.

7.2 In addition, all costs related to labor, materials, and equipment shall be fair, reasonable, and consistent with costs set forth in the most current version of the FEMA Schedule of Equipment Rates, to be applied at all times for implementation of the Agreement. The City will not pay higher costs than the FEMA approved rate, or in a manner inconsistent with FEMA reimbursement regulations, regardless of what is identified in the proposal or Agreement.

7.3 The Contractor shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. Contractor will be required to provide debris volume estimates in support of proposed costs. Contractor will provide hard copies of volume estimates and all supporting documentation in order to determine if the methodology that the Contractor used to estimate debris was an acceptable and reasonable methodology.

7.4 As an inducement for City to enter into this Agreement, Contractor has represented an expertise in storm debris collection and removal following FEMA guidelines for approved collection methods, record keeping, and reimbursement by FEMA for the Work. In reliance upon those representations, City retained Contractor to provide storm debris collection and removal services. Contractor shall be liable for any negligence or breach of any other legal duty to the extent and in the manner as set forth in this Agreement.

7.5 Contractor shall supervise and direct the Work competently and efficiently, devoting such attention to it and applying Contractor's best skill, attention and expertise. In coordination with the City, Contractor shall be responsible for and have control over the means, methods, techniques, sequences and procedures of construction. Contractor shall be responsible to see that the finished Work complies with FEMA guidelines.

7.6 During the progress of on-site work, Contractor shall provide full-time competent project supervision and any necessary assistants. The Contractor may, with the permission of the City Manager, or designee, schedule prosecution of the Work during times not otherwise allowable for work within the City as restricted by City ordinance.

7.7 The day-to-day management of the Project Subcontractors' schedules and requests for payment shall be conducted by a competent project manager. The project manager will regularly coordinate with the City Manager or designee and the City's debris collection monitor.

7.8 Contractor shall provide and pay for competent, suitably qualified personnel to perform the Work. Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. Contractor shall at all times maintain good discipline and order for the Work.

7.9 Contractor shall furnish, pay for and assume full responsibility for all materials, equipment, transportation, machinery, tools, appliances, water, heat, utilities and all other facilities and services necessary for the furnishing, performance, testing, start-up, mobilization, and proper completion of the Work.

7.10 Contractor shall be fully responsible to City for all acts and omissions of the Contractor's employees, subcontractors, suppliers and other persons directly or indirectly employed by its subcontractors, suppliers and of persons for whose acts any of them may be liable and any other persons and organizations performing or furnishing of the Work under a direct or indirect Agreement with Contractor. Nothing in the Agreement Documents shall create any contractual relationship between City and any such subcontractor, supplier or other person or organization, nor shall it create any obligation on the part of City to pay or to see to the payment of any monies due any such subcontractor, supplier or other person or organization except as may otherwise be required by laws and regulations.

7.11 All Work performed for Contractor by a subcontractor will be pursuant to an appropriate agreement between Contractor and the subcontractor which specifically binds the subcontractor to the applicable terms and conditions of the Agreement Documents for the benefit of City, and consistent with a subcontract plan. Contractor must submit a subcontract plan including a clear description of the percentage of the work the Contractor may subcontract out and a list of subcontractors the Contractor plans to use.

7.12 Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others.

7.13 Contractor shall comply with and give all notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to the performance of the Work. City shall not be responsible for monitoring Contractor's compliance with any laws and regulations.

7.14 Contractor shall pay all sales, consumer, use and other similar taxes required to be paid in accordance with the laws and regulations of the State of Florida and its political subdivisions. Contractor is responsible for reviewing the pertinent state statutes involving such taxes and complying with all requirements. City shall pay all tipping or disposal fees assessed, incurred, or charged at the temporary debris management site (TDMS) if any TDMS is used by the City, or other disposal destination that is specified by the City.

7.15 Contractor shall confine equipment, the storage of materials and equipment and the operations of workers to the Project areas and shall not unreasonably encumber any areas with equipment or other materials, particularly on private property. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant of them or of any land or areas contiguous to them, resulting from the performance of the Work. Should any claim be made against City by any such owner or occupant because of the performance of the Work, Contractor shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim. The general indemnification provided elsewhere in the Agreement Documents specifically applies to claims arising out of Contractor's Work.

7.16 Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work to prevent damage, injury and loss to all employees performing the Work and other persons and organizations who may be affected by it and to all the Work and materials and equipment to be incorporated in it. Contractor shall provide a safe and clean working environment.

7.17 Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons and property and to protect them from damage, injury or loss.

7.18 If required by City, Contractor shall promptly, as directed, either correct all defective Work or, if the Work has been rejected by City, remove it and replace it with non-defective Work. Contractor shall bear all direct costs of such correction or removal (including but not limited to fees and charges of engineers, architects and other professionals) made necessary by such actions.

7.19 Contractor will provide all necessary cooperation with the City's Storm Debris Monitoring Firm ("Monitoring Firm"). Contractor understands that City will be seeking reimbursement from FEMA for the Work, and that FEMA and the Monitoring Firm will require specific reporting and documentation from the Contractor. The Contractor shall participate in all monitoring by FEMA and the City's Monitoring Firm, and provide all documentation requested by FEMA and the City's Monitoring Firm for City's reimbursement for payments for the Work. In the event the City's reimbursement is denied solely as a result of Contractor's failure to comply with this paragraph, City shall have a right to recover all such non-reimbursed payments from Contractor.

7.20 In the event of post-event payment reviews and audits by any governmental entity that reimbursed the City for storm collection and disposal services and collection monitoring services, Contractor shall provide all required documentation in its possession related to such review and audit.

7.21 Environmental Protection - Any and all fluids or chemicals (work-related materials such as oil-drip, absorbents, etc.) used by the Contractor(s) must be used and disposed of in accordance with all rules and regulations of local, state and federal regulatory agencies. Contractor(s) and subcontractors shall not perform maintenance on over-the-road equipment at DMS(s). Maintenance of equipment that typically remain at the DMS (e.g., track hoes, front end loaders, grinders, etc.) may be conducted at the DMS provided best management practices are followed and all wastes are managed and disposed of in accordance with all rules and regulations of local, state and federal regulatory agencies. The Contractor(s) shall, at its own expense, ensure that noise and dust pollution is minimized to comply with all City and County and state laws and the approval of the City Debris Manager. The Contractor(s) shall comply in a timely manner with all directions of the City Debris Manager regarding the use of a water truck or other approved dust abatement measures. The Contractor(s) shall comply with all laws, rules, regulations and ordinances regarding environmental protection.

The Contractor(s) shall immediately report and document all incidents to the City Debris Manager or the authorized representative that affect the environmental quality of DMS(s) such as, but not limited to, hydraulic fluid leaks, oil spills or fuel leaks. The Contractor must notify the City regarding any fluid or chemical spillage so that the City or its authorized representative can review and approve of the cleanup. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

The Contractor shall take immediate containment action as necessary to minimize the effect of any spill or leak. Cleanup shall be done in accordance with applicable federal, state and local laws and regulations. Petroleum, oil, and lubricant spills shall be reported to the National Response Center, Broward County Environmental Protection Department and the City Debris Manager immediately following discovery. A written follow-up shall be submitted to the City Debris Manager not later than 7 days after the initial report. The written report shall be in narrative form and, as a minimum, shall include the following.

- Description of the material spilled (including any identity, quantity, etc.)
- Determination as to whether or not the amount spilled is EPD/DEP reportable and when and to whom it was reported.
- Exact time and location of spill, including description of the area involved.
- Receiving waters (including, but not limited to canals and drainage areas)
- Cause of incident and equipment and personnel involved.
- Injuries or property damage.
- Duration of discharge.
- Containment procedure implemented.
- Summary of all communications the Contractor has had with press or other officials.
- Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.

8.0 Defective Work

If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Agreement Documents, City may order Contractor to stop the Work, or any portion of it, until the cause for such order has been eliminated; however, this right of City to stop the Work shall not give rise to any duty on the part of City to exercise this right for the benefit of Contractor or any other party.

9.0 City Manager Responsibilities

9.1 City Manager, or designee, such designation to be made in writing, will be City's contact person during the work period and until final close-out of the Project.

9.2 City Manager, or designee, will make visits to the work areas to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Agreement Documents. City Manager's, or designee's, efforts will be directed toward providing for City a greater degree of confidence that the completed Work will conform with FEMA guidelines and Agreement Documents.

9.3 City Manager, or designee, will issue, with reasonable promptness, such written clarifications or interpretations of the technical requirements of the Agreement Documents as City Manager or designee may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Agreement Documents. Should Contractor fail to request interpretation of questionable items in the Agreement Documents, City will thereafter not entertain any excuse for failure to execute the Work in a satisfactory manner, or for payment of work claimed by Contractor that is not authorized by the terms of this Agreement.

9.4 City Manager, or designee, will interpret and decide matters concerning performance under the requirements of the Agreement Documents upon written request of either City or Contractor. City Manager, or designee, will make initial decisions on all claims, disputes or other matters in question between City and Contractor. Written notice of each such claim, dispute or other matter will be delivered by claimant to City Manager, or designee, and the other party but in no event later than ten (10) calendar days after the occurrence of the event giving rise to it, together with written supporting data.

9.5 In the event City and Contractor disagree upon whether Contractor is entitled to be paid for Work required by City, or in the event of any other disagreements over the scope of Work included within the Agreement Price, City and Contractor agree to negotiate in good faith to resolve the issue amicably. As part of the negotiation process, Contractor shall furnish City with a good faith estimate of the costs to perform the disputed Work in accordance with City's interpretations. If the parties are unable to agree, and City expects Contractor to perform the Work in accordance with City's interpretations, Contractor shall proceed to perform the disputed Work, conditioned upon City issuing a written order to Contractor directing Contractor to proceed and specifying City's interpretation of the Work that is to be performed.

9.6 City Manager or designee is authorized to make Field Orders and execute Work Directives in the best interests of the health, safety, and welfare of the citizens and residents of the City.

10.0 Insurance

UPON EXECUTION OF THE AGREEMENT, THE CONTRACTOR SHALL SUBMIT CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT THE CITY OF DANIA BEACH IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGE AND THE OPERATIONS OF THE CONTRACTOR UNDER THE AGREEMENT.

10.1 The coverages are specified in the RFP and are incorporated by this reference. The Certificates of Insurance shall not only name the types of policies provided, but shall also specifically refer to this Agreement and shall state that such insurance is as required by Article 10 and its subparts of this Agreement. Contractor shall not commence work under this Agreement until after Contractor has obtained all of the minimum insurance herein described and the policies of such insurance detailing the provisions of coverage have been received and approved by City. Contractor shall not permit any Subcontractor to begin work until after similar minimum insurance to cover Subcontractor has been obtained and approved. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the term of this Agreement, then in that event, Contractor shall furnish a renewed Certificate of Insurance as proof that equal and like coverage and extension is in effect. Contractor shall not continue to perform the services required by this Agreement unless all required insurance remains in full force and effect.

10.2 Insurance Companies selected must be acceptable to the City. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, or renewal refused until at least thirty (30) calendar days written notice has been given to City by regular mail.

10.2.1 Workers' Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, United States Longshoremen's and Harbor Worker's Act, the Federal Employer's Liability Act, and the Homes Act shall be provided with a minimum of One Million dollars (\$1,000,000) limit, and One Hundred Thousand dollars (\$100,000) per accident. Contractor agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

10.2.2 Comprehensive Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by the Contractor in the performance of the work with the following minimum limits of liability:

\$1,000,000 Combined Single Limit, Bodily Injury and Property Damage Liability, per occurrence.

10.2.3 Comprehensive General Liability Insurance (occurrence form) with the following minimum limits of liability:

\$1,000,000 Combined Single Limit, Bodily Injury and Property Damage Liability, per occurrence and \$2,000,000 annual aggregate

Comprehensive General Liability coverage. City shall be named as an additional insured.

10.2.4 Coverage must be offered in a form no more restrictive than the latest edition of the Comprehensive General Liability Policy without restrictive endorsements, as filed by the Insurance Services Office and shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

- 10.2.4.1 Premises and Operations;
- 10.2.4.2 Independent Contractors;
- 10.2.4.3 Product and Completed Operations Liability;
- 10.2.4.4 Broad Form Property Damage;
- 10.2.4.5 Broad Form Contractual Coverage applicable to Agreement;
- 10.2.4.6 Personal Injury Coverage;
- 10.2.4.7 Explosion, collapse, underground coverage (XC-U)

10.3 The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the following minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

10.4 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against City with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.

10.5 The Contractor shall ensure that any company issuing insurance to cover the requirements contained in this Agreement agrees that they shall have no recourse against City for payment or assessments in any form on any policy of insurance.

10.6 The clauses "Other Insurance Provisions" and "Insurers Duties in the Event of an Occurrence, Claim or Suit" as it may appear in any policy of insurance in which City is named as an additional named insured shall not apply to City. City shall provide written notice of occurrence within fifteen (15) business days of City's actual notice of such an event.

10.7 The Contractor agrees to perform the Work under the Agreement as an independent Contractor, and not as a Subcontractor, agent or employee of City.

10.8 Contractor shall require each of its Subcontractors of any tier to maintain the insurance required herein for each category, and Contractor shall provide verification thereof to City upon request of City.

10.9 Violation of the terms of this Article and its subparts, including without limitation, a lapse or cancellation of any required insurance, shall constitute a breach of the Agreement and City, at its sole discretion, may cancel the Agreement and all rights, title and interest of the Contractor shall thereupon cease and terminate.

10.10 City shall not be responsible for purchasing and maintaining any insurance to protect the interests of Contractor, Subcontractors or others on the Work; provided that should the insurance outlined above be canceled for any reason, the City shall have the right to purchase equivalent insurance and charge the cost of that insurance against any amount due the Contractor under the terms of this Agreement, or find the Contractor in default and terminate this Agreement; provided, that City specifically reserves all statutory and common law rights and immunities and nothing herein is intended to limit or waive same including, but not limited to, the procedural and substantive provisions of Section 768.28, Florida Statutes and Section 95.11, Florida Statutes.

11.0 Performance and Payment Bonds

Contractor shall execute and furnish to City a Performance Bond and a Payment Bond when issued a Notice to Proceed for a storm event, each written by a corporate surety, having a resident agent in the State of Florida. The surety company shall have at least the following minimum qualification in accordance with the latest edition of A.M. Best's Insurance Guide, published by Alfred M. Best Company, Inc., Ambest Road, Oldwick, New Jersey 08858: A to A+. The penal sum stated in each Bond shall be the amount equal to the total one hundred and twenty-five percent (125%) of the amount payable under the terms of the Agreement. The Performance Bond shall be conditioned that the Contractor perform the Work in the time and manner prescribed in the Agreement. The Payment Bond shall be conditioned that the Contractor promptly make payments to all persons who supply the successful Proposer with labor, materials and supplies used directly or indirectly the prosecution of the Work. Pursuant to the requirements of Section 255.05(1)(a), Florida Statutes, it shall be the duty of the Contractor to record the aforesaid Performance and Payment Bonds in the public records of Broward County, with the successful Proposer to pay all recording costs.

12.0 Warranties; Tests; Inspections; and Correction of Defective Work

12.1 The Contractor warrants that all services will be performed in a workmanlike manner.

12.2 Contractor warrants to the City that it will comply with all applicable federal, state and local laws, regulations, and orders, including without limitation those issued by FEMA in carrying out its obligations under the Agreement.

12.3 Contractor warrants to the City that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Agreement.

12.4 Contractor warrants to the City that the consummation of the Work provided for in the Agreement Documents will not result in the breach of any term or provision of, or constitute a default under any indenture, mortgage, Agreement, or agreement to which the Contractor is a party.

12.5 No warranty, either express or implied, may be modified, excluded or disclaimed in any way by Contractor. All warranties shall remain in full force and effect, notwithstanding acceptance and payment by City.

12.6 Contractor warrants to City that the consummation of the work provided for in the Agreement documents will not result in the breach of any term or provision of, or constitute a default under any indenture, mortgage, Agreement, or agreement to which Successful Proposer is a party.

12.7 Contractor shall furnish all guarantees and warranties to the Public Services Department prior to final acceptance and payment. The warranty period shall commence upon final acceptance of the product.

12.8 Conditions of Material

All materials and products supplied by the Proposer in conjunction with this proposal shall be new, warranted for their merchantability, fit for a particular purpose, free from defects and consistent with industry standards. The products shall be delivered to the City in excellent condition. In the event that any of the products supplied to the City are found to be defective or do not conform to the specifications, the City reserves the right to return the product to the Contractor at no cost to the City.

12.9 Copyrights Or Patent Rights

The Proposer warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of this Agreement. The Contractor agrees to hold the City harmless from all liability, loss or expense occasioned by any such violation.

12.10 Safety Standards

The Proposer warrants that the product(s) supplied to the City shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970 as amended, and shall be in compliance with Chapter 442, Florida Statutes as well as any industry standards, if applicable. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).

13.0 Public Records

13.1 Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Owner.

13.2 Upon request from the Owner custodian of public records, Contractor shall provide the Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

13.3 Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Owner.

13.4 Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the City Manager, at no cost to the Owner, within seven (7) days. All such records stored electronically by Owner shall be delivered to the Owner in a format that is compatible with the Owner's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

13.5 Any compensation due to Contractor shall be withheld until all records are received as provided in this Article.

13.6 Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Owner.

Section 119.0701(2)(a), Florida Statutes

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

Custodian of Records: THOMAS SCHNEIDER, CITY CLERK
Mailing Address: 100 W. Dania Beach Boulevard
Dania Beach, Florida 33004

Telephone number: 954-924-9800, Ext. 3623

Email: tschneider@daniabeachfl.gov

14.0 Changes in Work

14.1 City, without invalidating this Agreement, may order additions, deletions or revisions to the Work. Such additions, deletions or revisions shall be authorized by a Written Amendment, or Work Directive executed by the City Manager. All Agreement amendments and modifications will be in writing.

14.2 No claim against City for extra Work in furtherance of such Written Amendment or Work Directive shall be allowed.

15.0 Contractor Indemnification

The Indemnification provision in the RFP is incorporated in the Agreement by this reference.

16.0 Contracting with Small and Minority businesses, Women's Business Enterprises, and Labor Surplus Area Firms

The RFP provision in the RFP is incorporated in the Agreement by this reference.

17.0 Payments and Completion of Work

17.1 Contractor may requisition payments for Work completed during the Project at intervals of not more than once a month, with each invoice covering a period of no more than thirty (30) days. The Contractor's requisition shall show a complete breakdown of the Project components, the quantities completed and the amount due, together with a certification by the Contractor that the Contractor has disbursed to all subcontractors and suppliers their pro-rata shares of the payment out of previous progress payments received by the Contractor for all Work completed and materials furnished in the previous period or properly executed releases of liens by all Subcontractors, suppliers and materialmen who were included in the Contractor's previous applications for payment, and any other supporting documentation as may be required by the City Manager or designee or Agreement Documents. Each requisition shall be submitted in duplicate to the City Manager, or designee, for approval; City shall have thirty (30) business days to approve or disapprove the requisition. If the requisition is not approved, the reasons therefor shall be stated with particularity. The City shall make payment to the Contractor within fifteen (15) calendar days after approval by the City Manager, or designee, of the Contractor's requisition for payment.

17.2 The final application for payment shall be accompanied by: (1) complete and legally effective releases or waivers of all liens arising out of or filed in connection with the Work; or (2) Contractor's receipts in full covering all labor, materials and equipment for which a lien or claim could be filed; or (3) a final affidavit stating that all laborers, materialmen, suppliers and subcontractors who worked for Contractor under this Agreement have been paid in full or if the fact be otherwise, identifying the name of each lienor/claimant who has not been paid in full and the amount due or to become due each for labor, services or materials furnished. If any Subcontractor or supplier fails to furnish a release or receipt in full, Contractor may furnish a bond satisfactory to City to indemnify City against any lien or claim.

17.3 If, on the basis of City Manager's, or designee's, observation of the Work during debris collection and removal and final inspection, and City Manager's, or designee's, review of the final Application for Payment and accompanying documentation, City Manager, or designee, is satisfied that the Work has been completed in accordance with the Agreement Documents and Contractor's other obligations under the Agreement Documents have been fulfilled, City Manager, or designee, will, present the Application to City for payment. Otherwise, City Manager, or designee, will return the Application to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application. Fifteen (15) calendar days after presentation to City of the Application and accompanying documentation, in appropriate form and substance, the amount recommended by City Manager, or designee, will become due and will be paid by City to Contractor.

17.4 Final payment, constituting the entire unpaid balance of the Agreement Price shall be paid by the City to the Contractor when the Work has been completed in accordance with the Agreement Documents, the Agreement has been fully performed, and a final certificate for payment has been issued by the City Manager, or designee. The making of final payment shall constitute a waiver of claims by City except those arising from:

17.4.1 Liens, claims, security interests or encumbrances arising out of this Agreement and unsettled.

17.4.2 Faulty or defective Work and latent defects discovered after acceptance.

17.4.3 Failure of the Work to comply with the requirements of the Agreement Documents.

17.4.4 Terms of special warranties required by the Agreement Documents.

17.4.5 Any of Contractor's continuing obligations, including without limitation warranties, under this Agreement.

17.5 The acceptance of final payment by Contractor or the Subcontractor for materials and supplies shall constitute a waiver of claims by that payee except those previously made in writing and identified by payee as unsettled at the time of final application for payment.

17.6 The City may withhold in whole or in part, final payment or any progress payment to such extent as may be necessary to protect itself from loss on account of:

17.6.1 Defective Work not remedied.

17.6.2 Claims filed or reasonable evidence indicating the probable filing of claims by other parties against the Contractor.

17.6.3 Failure of the Contractor to make payment to Subcontractors or suppliers for materials or labor.

17.6.4 Damage to another contractor not remedied.

17.6.5 Failure to carry out the Work in accordance with the Agreement Documents.

17.7 When the above issues are removed or resolved or the Contractor provides a surety bond or a consent of surety satisfactory to the City which will protect the City in the amount withheld, payment may be made in whole or in part.

18.0 City's Termination of Agreement

18.1 It is expressly understood and agreed that the City may terminate this Agreement, in total or in part, at any time for cause or convenience without penalty. In that event, the City's sole obligation to the Contractor shall be payment for services for work previously authorized and performed. Such payment shall be determined on the basis of the hours or percentage of work performed by the Contractor up to the time of termination. Upon such termination, the City may, without penalty or other obligation to the Contractor, elect to employ other persons to perform the same or similar services. City may terminate the Agreement upon the occurrence of any one or more of the following events:

18.1.1 If Contractor commences a voluntary case under any chapter of the Bankruptcy Code as now or hereafter in effect, or if Contractor takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency.

18.1.2 If a petition is filed against Contractor under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against Contractor under any other federal or state law in effect at the time relating to bankruptcy or insolvency.

18.1.3 If Contractor makes a general assignment for the benefit of creditors.

18.1.4 If a trustee, receiver, custodian or agent of Contractor is appointed under applicable law or under an agreement, whose appointment or authority to take charge of property of Contractor is for the purpose of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of Contractor's creditors.

18.1.5 If Contractor admits in writing an inability to pay its debts generally as they become due.

18.1.6 If Contractor persistently fails to perform the Work in accordance with the Agreement Documents (including but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule as same may be revised from time to time).

18.1.7 If Contractor disregards laws or regulations of any public body having jurisdiction, state and FEMA guidelines, or acceptable safety practices.

18.1.8 If Contractor otherwise violates in any substantial way any provisions of the Agreement Documents.

18.2 City reserves the right to terminate this Agreement immediately for unsatisfactory performance. In such case Contractor shall not be entitled to receive any further payment for additional work performed.

18.3 Termination for convenience/no cause. Upon fourteen (14) calendar days' written notice to Contractor, City may, without cause and without prejudice to any other right or remedy, terminate this agreement for City's convenience, without any reason and at any time, whenever City determines that such termination is in the best interests of City. Where the Agreement is terminated for the convenience of City, the notice of termination to Contractor must state that the Agreement is being terminated for the convenience of City under the termination clause, the effective date of the termination and the extent of termination. Upon receipt of the notice of termination for convenience, Contractor shall promptly discontinue all Work at the time and to the extent indicated on the notice of termination, terminate all outstanding subcontractors to the extent that they relate to the terminated portion of the Agreement, and refrain from placing further orders and subcontracts. Except as set forth below, Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

18.4 Termination for Cause. If the Contractor fails to provide the Services, or shall in any other manner commit a breach of the Agreement and fails to remedy the same within five (5) calendar days after written notice from the City, the City may terminate the Agreement resulting from the RFP without any further notice to the Contractor. City representatives will review the Services periodically to assure that the requirements of the Agreement are being met. If any portion of the Services are unsatisfactory, the Contractor shall be contacted, and the discrepancies corrected at no additional cost to the City. Failure on the part of the Contractor to comply with the conditions, terms, specifications and requirements of the Proposal shall be just cause for cancellation of the Proposal award. The City shall be the sole judge of nonperformance.

18.5 Liquidated Damages

Should the Contractor fail to complete requirements set forth in this scope of work, the City will suffer damage. The amount of damage suffered by the City is difficult, if not impossible to determine at this time. Therefore, the Contractor shall pay the City, as liquidated damages, the following:

- a. The Contractor shall pay the City, as liquidated damages, \$1,000.00 per calendar day of delay to mobilize in the City with the resources required to begin debris removal operations, within seventy-two (72) hours of being issued a Notice to Proceed.
- b. The Contractor shall pay the City, as liquidated damages, \$500.00 per load of disaster debris collected in the City that is not disposed of at a City approved DMS or City approved Final Disposal Site and any associated fines levied by a third party. Application of liquidated damages does not release the Contractor of all liability associated with hauling and depositing material to an unauthorized location.
- c. The Contractor shall pay the City, as liquidated damages, \$500.00 per incident where the Contractor fails to repair damages that are caused by the Contractor or a subcontractor(s). Application of liquidated damages does not release the Contractor from the responsibility of resolving or repairing damages.

The amounts specified above are mutually agreed upon as reasonable and proper amount of damage the City should suffer by failure of the Contractor to complete requirements set forth in the scope of work.

18.6 Change Orders

The City, without invalidating this Agreement, may order additions, deletions or revisions to the Work. A written Amendment, Change Order or Work Change Directive shall authorize such additions, deletions or revisions. All Change Orders which, individually or when cumulatively added to amounts authorized pursuant to prior Change Orders for this Project, increase the cost of the Work to the City or which extend the time for completion, must be formally authorized and approved by the appropriate City authority prior to their issuance and before Work may begin. No claim against the City for extra Work in furtherance of a Change Order shall be allowed unless prior written City approval pursuant to this section has been obtained. The Contract Price and Contract Time shall be changed only by Change Order or written Amendment. The Project Manager shall prepare Proposed Change Orders on forms provided by the City. When submitted for approval, they shall carry the signature of the Public Works Director, the City Manager, and the Contractor.

If the City and the Contractor are unable to agree as to the extent, if any, of an adjustment in the Contract Price or an adjustment of the Contract times that should be allowed as a result of a Work Change Directive, a claim may be made for it. The Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract times with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents is required by the provisions of any bond to be given to a surety, the giving of any such notice will be the Contractor's responsibility and the amount of each applicable bond shall be adjusted accordingly.

Any claim for adjustment in the Contract Price or time shall be based upon written notice delivered by the party making the claim to the other parties and to the Engineer/Project Manager not later than fifteen (15) calendar days after the occurrence or event giving rise to the claims and stating the general nature of the claim. No claim for an adjustment in the Contract Price or an extension of the contract time will be valid if not submitted in accordance with this Paragraph.

The cost or credit to the City from a change in the Work shall be determined by one or more of the following ways:

- 1) By a Cost Analysis process to be performed on all change orders. The cost analysis for all change orders will include a separate determination of profit for each change order requested.
- 2) When only nominal quantities are to be changed, a Change Order may be determined by existing unit prices stated in the Contract Documents or subsequently agreed upon in writing. For substantive changes in quantities, Contractor shall be required to perform a cost analysis as required in the previous paragraph.

19.0 Notice, Computation of Time

19.1 All notices required by any of the Agreement Documents shall be in writing and shall be deemed delivered upon mailing by certified mail, return receipt requested to the following:

For City: Ana M. Garcia, ICMA-CM, City Manager
City of Dania Beach
100 West Dania Beach Boulevard
Dania Beach, FL 33004
Telephone: 954-824-6800

Copy to: Thomas Ansbro, City Attorney
100 West Dania Beach Boulevard
Dania Beach, FL 33004
Telephone: 954-824-6800

For Contractor: Wade Kilpatrick, President
KDF Enterprises, LLC
370 Mountain View Road
Springville, AL 35146

Notice by facsimile shall not be deemed received until the party receiving such a notice receives a copy of such notice through certified mail, return receipt requested.

19.2 When any period of time is referred to in the Agreement Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation. A calendar day of twenty-four (24) hours measured from midnight to the next midnight shall constitute a day.

20.0 Miscellaneous

20.1 The duties and obligations imposed by the Agreement Documents and the rights and remedies available to the parties in this Agreement, and, in particular but without limitation, the warranties, guaranties and obligations imposed upon Contractor and all of the rights and remedies available to City under them, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available to any or all of them which are otherwise imposed or available by laws or regulations, by special warranty or guarantee or by other provisions of the Agreement Documents, and the provisions of this Paragraph will be as effective as if repeated specifically in the Agreement Documents, and the provisions of this Paragraph will survive final payment and termination or completion of the Agreement.

20.2 Contractor shall not assign, sublet or transfer this Agreement or its rights, title or interests in it without City's prior written approval as evidenced by a resolution duly adopted by the City Commission, which may be withheld for any or no reason. The obligations undertaken by Contractor pursuant to the Agreement shall not be delegated or assigned to any other person or firm unless City shall first consent in writing to the assignment, subletting or transfer of it. Violation of the terms of this Paragraph shall constitute a breach of Agreement by Contractor and the City may, at its discretion, cancel the Agreement and all rights, title and interest of Contractor shall thereupon cease and terminate.

20.3 Contractor and its employees, volunteers, subcontractors, and agents shall be and remain independent contractors and not agents or employees of City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking or venture between the parties to this Agreement.

20.4 Contractor shall only designate employees who are sufficiently skilled to provide the required services specified in this Agreement. Any person employed to provide the Services who fails, refuses or neglects to obey the instructions of the City's representative in anything relating to the Services, or who appears to be disorderly, insubordinate, or incompetent shall upon the order of City's representative, be immediately relieved by the Contractor from performing the Services. Any interference with, or any abusive or threatening conduct toward any City representative, City assistants or inspectors by the Contractor, its employees or agents, or any member of the public shall be grounds for the City to terminate the Agreement and re-let the Services. The Contractor shall furnish all labor, materials, supplies and equipment necessary to properly maintain all Services areas where Services are conducted in an acceptable and safe condition.

20.5 Contractor agrees that it or its officers, if a corporation or other legal entity, shall be held fully responsible, except as otherwise prohibited by law, for all acts of their employees while in their employ.

20.6 The remedies expressly provided in this Agreement to City shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of City now or hereafter existing at law or in equity.

20.7 Should any part, term or provision of this Agreement be decided by a court to be invalid, illegal or in conflict with any law of the State, the validity of the remaining portion or provision shall not be affected.

20.8 Neither party, nor its employees, shall have or hold any continuing or frequently recurring employment or contractual relationship, or have any adverse claim against the other party, that is substantially antagonistic or incompatible with that party's loyal and conscientious exercise or judgment related to its performance under this Agreement. This provision shall also apply to all of Contractor's subcontractors used for the work.

20.9 This Agreement may not be amended or modified except in writing, approved and executed by the parties with the same formalities and dignity as this Agreement.

20.10 The City reserves the right to assign work to various contractors, at its sole discretion, and this Agreement is not to be construed as a guarantee for work.

21.0 Nondiscrimination and Equal Opportunity Employment

During the performance of this Agreement, Contractor agrees as follows:

21.1 The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

21.2 Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

21.3 Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

21.4 Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

21.5 Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

21.6 In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts or federally assisted contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

21.7 Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

22.0 Compliance with the Copeland "Anti-Kickback" Act

22.1 Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Agreement.

22.2 Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these Agreement clauses.

22.3 Breach. A breach of the Agreement clauses above may be grounds for termination of the Agreement, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

23.0 Compliance with the Agreement Work Hours and Safety Standards Act

23.1 Overtime requirements. No Contractor or subcontractor contracting for any part of the Agreement work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such work week.

23.2 Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under Agreement for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

23.3 Withholding for unpaid wages and liquidated damages. FEMA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Agreement Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

23.4 Subcontracts. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

24.0 Clean Air Act

24.1 Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

24.2 Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

24.3 Contractor agrees to include these requirements in each subcontract exceeding \$100,000.00 financed in whole or in part with Federal assistance provided by FEMA.

25.0 Federal Water Pollution Control Act

25.1 Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

25.2 Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

25.3 Contractor agrees to include these requirements in each subcontract exceeding \$100,000.00 financed in whole or in part with Federal assistance provided by FEMA.

26.0 Suspension and Debarment

26.1 This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

26.2 The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

26.3 Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Agreement that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

27.0 Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000.00 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient.

28.0 Maximum use of products containing recovered materials

28.1 In the performance of this Agreement, Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired; (i) competitively within a timeframe providing for compliance with the Agreement performance schedule; (ii) meeting Agreement performance requirements; or (iii) at a reasonable price.

28.2 Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

29.0 Access to Records

29.1 Contractor agrees to provide City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

29.2 Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

29.3 Contractor agrees to provide the FEMA Administrator or the authorized representatives access to work sites pertaining to the work being completed under the Agreement.

30.0 Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund the Agreement only. Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

31.0 No Obligation by Federal Government

The federal government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the Agreement.

32.0 Program Fraud and False or Fraudulent Statements or Related Acts

Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Agreement.

33.0 Governing Law:

33.1 The laws of the State of Florida shall govern this Agreement. Venue shall be Broward County, Florida. The Agreement is not subject to arbitration. THE PARTIES EXPRESSLY WAIVE ALL RIGHTS TO TRIAL BY JURY FOR ANY DISPUTES ARISING FROM, OR IN ANY WAY CONNECTED WITH THIS AGREEMENT. THE PARTIES UNDERSTAND AND AGREE THAT THIS WAIVER IS A MATERIAL AGREEMENT TERM.

33.2 All claims, counterclaims, disputes and other matters in question between City and the Contractor arising out of, relating to or pertaining to the Agreement, the breach of it, the services of it, or the standard of performance required in it, are to be addressed by resort to non-binding mediation as authorized under the laws and rules of Florida; provided, however, that in the event of any dispute between the parties, the parties agree to first

negotiate with each other for a resolution of the matter or matters in dispute and, upon failure of such negotiations to resolve the dispute, the parties shall resort to mediation. If mediation is unsuccessful, any such matter may be determined by litigation in a court of competent jurisdiction in Broward County, Florida, or the Federal District Court of the Southern District of Florida and appropriate appellate courts for such venue and jurisdiction.

IN WITNESS OF THE FOREGOING, City and Contractor have signed this Agreement, in duplicate.

**Thomas
Schneider**

Digitally signed by Thomas Schneider
DN: cn=Thomas Schneider, o=City of
Dania Beach, ou=City Clerk,
email=tschneider@daniabeachfl.gov,
c=US
Date: 2021.03.15 16:12:45 -04'00'

THOMAS SCHNEIDER, CMC
CITY CLERK



APPROVED AS TO LEGAL FORM
AND CORRECTNESS;

Thomas J. Ansbro

Digitally signed by Thomas J. Ansbro
DN: cn=Thomas J. Ansbro, o=City of Dania Beach, ou=Legal
Department, email=tansbro@daniabeachfl.gov, c=US
Date: 2021.03.13 16:00:32 -05'00'

THOMAS J. ANSBRO, CITY ATTORNEY

**CITY OF DANIA BEACH, FLORIDA,
Tamara**

James

Digitally signed by Tamara James
DN: cn=Tamara James, o=City of
Dania Beach, ou=Mayor,
email=tamarajames@daniabeachfl.gov,
c=US
Date: 2021.03.15 16:12:17 -04'00'

TAMARA JAMES, MAYOR

**Ana. M.
Garcia**

Digitally signed by Ana. M. Garcia
DN: cn=Ana. M. Garcia, o=City of
Dania Beach, ou=City Manager,
email=agarcia@daniabeachfl.gov,
c=US
Date: 2021.03.15 14:29:39 -04'00'

ANA M. GARCIA, ICMA-CM
CITY MANAGER

WITNESSES:

Courtney Hanks
Signature

Courtney Hanks
PRINT Name

Dillon Hunt
Signature

Dillon Hunt
PRINT Name

CONTRACTOR:

KDF Enterprises, LLC, a foreign
limited liability company

Marc Watkins
Signature

Marc Watkins
PRINT Name

Director of Bus. Dev.
Title

STATE OF ~~ALABAMA~~ MISSISSIPPI

COUNTY OF JACKSON

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization, on February 10, 2021, by Marc Watkins,
as Director of Business Development of KDF Enterprises, LL, a foreign limited liability
company authorized to conduct business in Florida. He/she is personally known to me or has
produced _____ as identification.

Notary Seal
JAMIE N WATSON
Notary Public, State of Mississippi
ID NO. 209363, County of Jackson
My Commission Expires July 5, 2024

Jamie Watson
Signature of Notary Public

Jamie Watson
Printed Name of Notary Public

Proposer Proposal Requirement

To the City Commission of the City of Dania Beach, Florida

The undersigned Proposer proposes to furnish all labor, tools, material, equipment, and supplies, and to sustain all the expense incurred in doing the Work set forth below that may be awarded the undersigned by the City of Dania Beach, Florida, through its proper officers, and to do the same strictly in accordance with the plans and Contract documents on file in the Office of the City Clerk of Dania Beach, which are referred to below and made a part of this document, at the following unit prices. The amount of hours and cubic yards in the tables below are used for response purposes only.

DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES RFP No. 20-004

Table 1

Proposal price by hour includes equipment and operator for reimbursement by FEMA for the first seventy (70) work hours, or as determined by FEMA, after the storm or as directed by FEMA. Payments based upon time and material costs are limited to work performed during the first seventy (70) work hours, or as determined by FEMA, of actual work following a disaster event.

Resource	Hourly Rate		Eight Hours		Overtime Hourly Rate		Four Hours		Factor		Twelve Hour Work Day
Superintendent w/pickup truck	\$50.00	X	8	+	\$75.00	X	4	X	1	=	\$700.00
Supervisor w/pickup truck	\$50.00	X	8	+	\$75.00	X	4	X	1	=	\$700.00
Wheeled Dozer w/operator	\$175.00	X	8	+	\$195.00	X	4	X	1	=	\$2,180.00
Clam Truck w/operator	\$175.00	X	8	+	\$195.00	X	4	X	1	=	\$2,180.00
Dump Truck w/operator	\$100.00	X	8	+	\$120.00	X	4	X	1	=	\$1,280.00
Bobcat w/operator	\$145.00	X	8	+	\$165.00	X	4	X	1	=	\$1,820.00
Chain Saw w/operator	\$40.00	X	8	+	\$60.00	X	4	X	4	=	\$560.00
Laborer	\$40.00	X	8	+	\$60.00	X	4	X	4	=	\$560.00
Traffic Control	\$50.00	X	8	+	\$75.00	X	4	X	2	=	\$700.00
Total											\$10,680.00

Table 2

Proposal price by cubic yard (CY) includes equipment and labor to collect, haul out, and delivery of storm debris at a site designated by the City after the storm in accordance with FEMA guidelines. Price includes cleanup but does not include final disposal costs.

Cost to Collect and Transport Debris to Temporary Debris Management Site (travel distance to site $0 \leq 20$ miles)	Cost per CY	X	Debris Amount in CY's	Total
Vegetative (cubic yards per FEMA guidelines)	\$7.75	X	20,000	\$155,000.00
Construction and Demolition (cubic yards per FEMA guidelines)	\$9.75	X	10,000	\$97,500.00
Total				\$252,500.00

Table 3

Cost to Transport Debris to Temporary Debris Management Site (travel distance to site $> 20 \leq 50$ miles)	Cost per CY (transport only)	X	Debris Amount in CY's	Total
Vegetative (cubic yards per FEMA guidelines)	\$9.25	X	20,000	\$185,000.00
Construction and Demolition (cubic yards per FEMA guidelines)	\$11.25	X	10,000	\$112,500.00
Total				\$297,500.00

Table 4

Proposal Price per tree and stump includes equipment and labor to cut, collect, haul out, and disposal of hazardous trees, limbs, and stumps in accordance with FEMA guidelines and includes final disposal costs.

Hazardous Tree / Limb / Stump Removal (Measured in accordance with current FEMA standards)	Unit Prices
Hazardous Limbs $\geq 2'' \leq 12''$	\$65.00/Tree
Hazardous Limbs $> 12'' \leq 24''$	\$70.00/Tree
Hazardous Limbs $> 24''$	\$75.00/Tree
Hazardous Trees	
$\geq 12'' \leq 24''$ trunk diameter	\$100.00/Tree
$> 24'' \leq 48''$ trunk diameter	\$200.00/Tree

> 48" ≤ 72" trunk diameter	\$300.00/Tree
> 72" trunk diameter	\$400.00/Tree
Hazardous Stumps	
≥ 12" ≤ 24" stump diameter	\$18.00/CY
> 24" ≤ 36" stump diameter	\$200.00/Stump
> 36" ≤ 48" stump diameter	\$300.00/Stump
> 48" ≤ 72" stump diameter	\$420.00/Stump
> 72" stump diameter	\$600.00/Stump

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 it deems to be in the best interest of the citizens of the City of Dania Beach, or the City may reject Proposals and re-advertise. Tables 1, 2, 3, and 4 must be completed and submitted to the City. The successful Proposer will be required to enter into an Agreement with the City. The Agreement is not exclusive and is not a guarantee of work, as the City has the right to have other Contractors performing the same work. State the true, exact, correct and complete name of the partnership, corporation, or trade name under which Proposer does business, and the address of the place of business (Post Office Box is inappropriate). If a Corporation, state the name of the President, Secretary, and Resident Agent. If a Partnership, state the names of all partners. If A Trade Name, state the names of the individuals who do business under the trade name. If the firm is a foreign corporation (i.e., non-Florida), it must be authorized (registered) to do business in the State of Florida by the Florida Secretary of State.

(Please print or type)

Firm Name: KDF Enterprises, LLC Limited Liability Company

Address: 370 Mountain View Rd, Springville, AL 35146

Telephone: 205-687-1875 Fax: 404-506-9849

Wade Kilpatrick President (99% owner)

(Name) (Title)

Baillie Kilpatrick Secretary (1% owner)

(Name) (Title)

(Name) (Title)

(Attach additional sheets, if necessary.)

The undersigned Proposer acknowledges that it may be required to furnish additional information as deemed necessary by the Office of the City Clerk, to update its records should it



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/10/2021

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

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

PRODUCER McGriff Insurance Services, Inc. 5080 Spectrum Dr., Suite 900E Addison, TX 75001	CONTACT NAME: PHONE (A/C, No, Ext): 469-232-2100 FAX (A/C, No): E-MAIL ADDRESS: <table style="width: 100%;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A :Starr Indemnity & Liability Company</td> <td>38318</td> </tr> <tr> <td>INSURER B :Starr Surplus Lines Insurance Company</td> <td>13604</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A :Starr Indemnity & Liability Company	38318	INSURER B :Starr Surplus Lines Insurance Company	13604	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER B :Starr Surplus Lines Insurance Company	13604														
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
INSURED KDF Enterprises, LLC 370 Mountain View Road Springville, AL 35146															

COVERAGES **CERTIFICATE NUMBER:**STTNN4FB **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:		X	1000067216201	11/05/2020	11/05/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ HIRED PHYS DAMAGE ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			1000626197201	11/05/2020	11/05/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☐ UMBRELLA LIAB ☒ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED RETENTION \$			1000337496201	11/05/2020	11/05/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 Products & Completed Ops \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N ☒ N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Contractor's Pollution Liability			1000067216201	11/05/2020	11/05/2021	Aggregate-Subject to GL Aggregate Limit \$ 2,000,000 Each Occurrence \$ 1,000,000 \$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Contractor's Pollution Liability is Included as an Underlying Coverage on the Excess Liability Policy.

Re: Storm Debris Collection and Disposal Agreement

Certificate holder is named Additional Insured. Waiver of Subrogation applies.

CERTIFICATE HOLDER

City of Dania Beach, Florida
 100 West Dania Beach Boulevard
 Dania Beach, FL 33004

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



KDDFORE-01

LBURNS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/10/2021

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

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PRODUCER Leo Rodriguez Insurance Agency 27174 Newport Rd Suite 3 and 4 Menifee, CA 92584	CONTACT NAME: Laura Burns PHONE (A/C, No, Ext): (951) 246-4003 212 FAX (A/C, No): E-MAIL ADDRESS: Laura@LeoRodriguezIns.com	
	INSURER(S) AFFORDING COVERAGE INSURER A : United National Insurance Company NAIC # 13064 INSURER B : Nautilus Insurance Company 17370 INSURER C : Everest Denali Insurance Company 16044 INSURER D : StarStone Specialty Insurance Company 44776 INSURER E : Associated Industries Insurance Company, Inc. 23140 INSURER F :	
INSURED KDF Forestry, Inc. dba KDF Enterprise, Inc. dba Energy Tech, LLC 370 Mountain View Road Springville, AL 35146		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			CST0001247	11/5/2020	11/5/2021	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	☒ Contractual Liability						MED EXP (Any one person) \$ 5,000
	☒ No Wildfire Excl						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☐ POLICY ☒ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						Per Project Agg \$ 5,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
B	☐ UMBRELLA LIAB ☒ OCCUR			AN095608	11/5/2020	11/5/2021	EACH OCCURRENCE \$ 5,000,000
	☒ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$ 5,000,000
	DED ☐ RETENTION \$						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			EN4WC00246201	11/5/2020	11/5/2021	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N / A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Excess Liability			T73445201ALI	11/5/2020	11/5/2021	Occ/Agg 5,000,000
E	Excess Liability			EXA1202600-00	11/5/2020	11/5/2021	Occ/Agg 10,000,000

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

City of Dania Beach - Disaster Debris Removal and Disposal

Certificate holder is named as additional insured per blanket form CG2033 0413 and CG2037 0413. Primary and Non-Contributory applies per blanket form CG2001 0413. Waiver of Subrogation applies per blanket form CG2404 0509. WC Waiver of Subrogation applies per blanket form WC040306. *30 days notice of cancellation applies to all liability; 10 days notice for non-payment of premium.

CERTIFICATE HOLDER

CANCELLATION

City of Dania Beach 100 West Dania Beach Blvd Dania Beach, FL 33004	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS WHEN
REQUIRED IN A WRITTEN CONSTRUCTION
AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS WHEN
REQUIRED IN WRITTEN CONSTRUCTION AGREEMENT
WITH YOU (COMPLETED OPERATIONS)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you have performed operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for that additional insured and included in the "products-completed operations hazard".

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**

The following is added to **SECTION IV-CONDITIONS**, Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" and included in the "products completed operations hazard" provided you have agreed to do so in writing in a contract or agreement with that person or organization.

All other terms and conditions of the policy apply.

POLICY NUMBER: EN4WC00246201

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

PERSON OR ORGANIZATION

JOB DESCRIPTION

ANY PERSON OR ORGANIZATION FOR
WHOM YOU ARE REQUIRED BY WRITTEN
CONTRACT OR AGREEMENT TO OBTAIN
THIS WAIVER OF RIGHTS FROM US.

**THIRD RENEWAL BETWEEN THE CITY OF DANIA BEACH, FLORIDA
AND BERGERON EMERGENCY SERVICES, INC., A FLORIDA
CORPORATION, FOR DISASTER DEBRIS REMOVAL AND DISPOSAL
SERVICES.**

This is the Third and final Renewal (the “Renewal”) between the City of Dania Beach, Florida, a Florida municipal corporation (“City”) and Bergeron Emergency Services, Inc., a Florida corporation (“Contractor”), with its principal mailing address of 19612 SW 69 Place, Pembroke Pines, Florida 33332.

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

1. The agreement existing between the Contractor and the City of Dania Beach and any amendment(s) to it, dated February 11, 2021, along with the First Renewal dated April 10, 2024 and the Second Renewal dated May 22, 2025, a copy of each are attached as composite Exhibit “A”, and made a part of and are incorporated into this Renewal by this reference, shall be considered as part of this Renewal between the City and the Contractor.
2. Pursuant to Resolution No. 2020-151, the City wishes to exercise the third and final of three (3) one (1) year renewal options with the Contractor.
3. That in all other respects, the terms of the Agreement apply to this Renewal.

SIGNATURES ON FOLLOWING PAGES

IN WITNESS of the foregoing, the parties have executed this Third Renewal
on _____, 2026.

CITY:

CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation

ATTEST:

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND
CORRECTNESS:

ANA M. GARCIA, ICMA-CM
CITY MANAGER

EVE A. BOUTSIS
CITY ATTORNEY

WITNESSES:

Signature

PRINT Name

Signature

PRINT Name

CONTRACTOR:

Bergeron Emergency Services, Inc.

Signature

PRINT Name

Title

Date

STATE OF FLORIDA)

COUNTY OF BROWARD)

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

Notary Signature

Notary Seal:

Printed Name

**SECOND RENEWAL BETWEEN THE CITY OF DANIA BEACH,
FLORIDA AND BERGERON EMERGENCY SERVICES, INC., A
FLORIDA CORPORATION, FOR DISASTER DEBRIS REMOVAL AND
DISPOSAL SERVICES.**

This is the Second (the “Renewal”) between the City of Dania Beach, Florida, a Florida municipal corporation (“City”) and Bergeron Emergency Services, Inc., a Florida corporation (“Contractor”), with its principal mailing address of 19612 SW 69 Place, Pembroke Pines, Florida 33332.

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

1. The agreement existing between the Contractor and the City of Dania Beach and any amendment(s) to it, dated February 11, 2021, along with the First Renewal dated April 10, 2024, a copy of each are attached as composite Exhibit “A”, and made a part of and are incorporated into this Renewal by this reference), shall be considered as part of this Renewal between the City and the Contractor.
2. The current Agreement expired on March 11, 2025 and this Renewal is retroactive to that date and it is valid through March 11, 2026.
3. Pursuant to Resolution No. 2020-151, the City wishes to exercise the second of three (3) one (1) year renewal options with the Contractor.
4. That in all other respects, the terms of the Agreement apply to this Renewal.

SIGNATURES ON FOLLOWING PAGES

IN WITNESS of the foregoing, the parties have executed this First Renewal on
_____May 22_____, 2025.

CITY:

CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation

ATTEST:

ELORA RIERA, MMC
CITY CLERK



JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND
CORRECTNESS:

ANA M. GARCIA, ICMA-CM
CITY MANAGER

EVE A. BOUTSIS
CITY ATTORNEY

WITNESSES:

[Signature]

Signature

Hope Walker

PRINT Name

[Signature]

Signature

Paula Hinson

PRINT Name

CONTRACTOR:

Bergeron Emergency Services, Inc.

[Signature]

Signature

Ronald M. Bergeron, Jr.

PRINT Name

Founder - CEO

Title

4/29/2025

Date

STATE OF FLORIDA)

COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, on April 29, 2025, by Ronald M. Bergeron, Jr. as CEO of Bergeron Emergency Services, Inc., a Florida corporation. He/she is personally known to me or has produced _____ as identification.

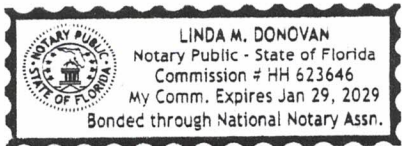
Linda M. Donovan

Notary Signature

Notary Seal:

LINDA M. DONOVAN

Printed Name



**FIRST RENEWAL BETWEEN THE CITY OF DANIA BEACH, FLORIDA
AND BERGERON EMERGENCY SERVICES, INC., A FLORIDA
CORPORATION, FOR DISASTER DEBRIS REMOVAL AND DISPOSAL
SERVICES.**

This is the First (the “Renewal”) between the City of Dania Beach, Florida, a Florida municipal corporation (“City”) and Bergeron Emergency Services, Inc., a Florida corporation (“Contractor”), with its principal mailing address of 19612 SW 69 Place, Pembroke Pines, Florida 33332.

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

1. The agreement existing between the Contractor and the City of Dania Beach and any amendment(s) to it, dated February 11, 2021, a copy of which is attached as Exhibit “A”, and made a part of and are incorporated into this Renewal by this reference), shall be considered as part of this Renewal between the City and the Contractor.
2. The current Agreement expires on March 11, 2024 and this Renewal is valid through March 11, 2025.
3. Pursuant to Resolution No. 2020-151, the City wishes to exercise the first of three (3) one (1) year renewal options with the Contractor.
4. That in all other respects, the terms of the Agreement apply to this Renewal.

SIGNATURES ON FOLLOWING PAGES

IN WITNESS of the foregoing, the parties have executed this First Renewal on
April 10, 2024.

CITY:

CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation

Archibald J.
Ryan, IV

Digitally signed by Archibald J.
Ryan, IV
Date: 2024.04.10 14:16:34 -04'00'

ARCHIBALD J. RYAN IV
MAYOR

Ana M. Garcia,
ICMA-CM

Digitally signed by Ana M. Garcia, ICMA-CM
Date: 2024.04.10 14:16:15 -04'00'

ANA M. GARCIA, ICMA-CM
CITY MANAGER

ATTEST:

Elora Riera,
MMC

Digitally signed by Elora Riera,
MMC
Date: 2024.04.10 14:16:51
-04'00'

ELORA RIERA, MMC
CITY CLERK



APPROVED AS TO FORM AND
CORRECTNESS:

Eve A. Boutsis

Digitally signed by Eve A.
Boutsis
Date: 2024.04.10 14:11:37
-04'00'

EVE A. BOUTSIS
CITY ATTORNEY

WITNESSES:

[Signature]
Signature

David Flores
PRINT Name

[Signature]
Signature

Evelyn Peña
PRINT Name

CONTRACTOR:

Bergeron Emergency Services, Inc.

[Signature]
Signature

Ronald M Bergeron JR,
PRINT Name

CEO
Title

2/26/2024
Date

STATE OF FLORIDA)

COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, on February 26, 2024, by Ronald Bergeron as CEO of Bergeron Emergency Services, Inc., a Florida corporation. He/she is personally known to me or has produced FL driver's lic as identification.



SAMANTHA-KIRSTIE TELUSMA
Notary Public
State of Florida
Comm# HH451485
Expires 10/5/2027

Notary Seal:

[Signature]
Notary Signature

Samantha-Kirstie Telusma
Printed Name



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/08/2024

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

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

PRODUCER Brown & Brown of Florida, Inc. 3520 Thomasville Rd., Ste. 500 Tallahassee FL 32309	CONTACT NAME: Tina Graham PHONE (A/C, No, Ext): (850) 656-3747 FAX (A/C, No): (850) 656-4065 E-MAIL ADDRESS: Tina.Graham@bbrown.com
INSURED Bergeron Emergency Services, Inc. 19612 SW 69th Place Fort Lauderdale FL 33332	INSURER(S) AFFORDING COVERAGE INSURER A: GuideOne National Insurance Company INSURER B: Auto-Owners Insurance Group INSURER C: Insurance Company of the West INSURER D: INSURER E: INSURER F:
	NAIC # 018988 27847

COVERAGES**CERTIFICATE NUMBER:** 24-25 Master**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y		ENV562008090-02	02/01/2024	02/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			55-042686-00	02/01/2024	02/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			ENV562008091-02	02/01/2024	02/01/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	WFL 5064098 02	02/01/2024	02/01/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Contractors Pollution Liability Professional Liability			ENV562008090-02	02/01/2024	02/01/2025	Pollution Limit \$1,000,000 Professional Limit \$1,000,000

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

CITY OF DANIA BEACH IS ADDITIONAL INSURED AND WAIVER OF SUBROGATION APPLIES AS REQUIRED BY WRITTEN CONTRACT AND IF APPLICABLE. Blanket Additional Insured exists on the General Liability Policy per Forms CG 2010 & CG 2037. 30 Day Notice of Cancellation/10 Day Non-Pay per policy form CO 0221.

CERTIFICATE HOLDER**CANCELLATION**

CITY OF DANIA BEACH

100 W. DANIA BEACH BLVD
DANIA BEACH

FL 33004

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement, effected prior to the date your operations for that person or organization commenced, that such person or organization be added as an additional insured on your policy.	In respect to any location where the named insured is performing "your work".
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement, effected prior to the date your operations for that person or organization commenced, that such person or organization be added as an additional insured on your policy.	In respect to any location where the named insured is performing "your work".
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

AGREEMENT

Storm Debris Collection and Disposal

This is an Agreement ("Agreement") dated February 10, 2021, between the City of Dania Beach, Florida, a Florida municipal corporation ("City"), with its principal place of business located at 100 West Dania Beach Boulevard, Dania Beach, Florida 33004 and Bergeron Emergency Services, Inc., a Florida corporation ("Contractor"), with its principal mailing address of 19612 SW 69 Place, Pembroke Pines, Florida 33332.

WHEREAS, the City deems it to be in the best interest of the residents and citizens to accept the proposal from Contractor as the primary Contractor to perform Disaster Debris Removal and Disposal Services, in the event of a storm; and

WHEREAS, City has determined that entering into this Agreement with Contractor for the Project contemplated by this Agreement is in the best interests of the health, safety, and welfare of the citizens and residents of the City; and

WHEREAS, City and the Contractor have determined that it is in the best interests of the parties to enter into this Agreement for Storm Debris Collection and Disposal due to the potential of storms affecting the City and which will ultimately cause storm debris throughout the City that will require collection and disposal at approved disposal sites ("Project");

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and undertakings and other good and valuable consideration the receipt and sufficiency of which are acknowledged and agreed upon, the parties agree as follows:

1.0 Recitals. The foregoing "WHEREAS" clauses are true and correct and are ratified by the parties.

2.0 Definitions Wherever used in this Agreement or in the other RFP documents the following terms have the meanings indicated which are applicable to both the singular and plural:

2.1 City Representative - The City Manager, or designee, who shall have such duties and responsibilities as provided in this Agreement and by law. If the Manager shall cease to hold the position, it shall be the person so designated by the Mayor of the City.

2.2 Agreement - The written agreement between the City and Contractor covering the Work to be performed for the Project, including other Agreement and RFP Documents that are attached to the Agreement or made a part it.

2.3 Agreement Time – A time frame after a storm when the debris collection and removal should be reasonable to be performed and concluded.

2.4 Change Order – Work that is added to or deleted from the original scope of work of a contract, however, depending on the magnitude of the change, it may or may not alter the original contract amount, completion date or both.

2.5 City - The City of Dania Beach, Florida and its assigns, with which Contractor has entered into the Agreement and for which the Work is to be provided.

2.6 Agreement Documents - The Agreement Documents, to be completed by the parties through this Agreement, include this Agreement, Notice to Proceed, Certificate(s) of Insurance, additional documents which are required to be submitted under this Agreement, and all Written Amendments, Field Orders, and Work Directives issued on or after the effective date of the Agreement. Also included in entirety is RFP 20-004, and Contractor's Proposal and response to the RFP except as may be inconsistent with the terms of this Agreement.

2.7 Defective - An adjective which when modifying the Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Agreement Documents, or does not meet the requirements of an inspection, reference standard, test or approval referred to in the Agreement Documents, or has been damaged prior to final payment.

2.8 Contractor Representative - Or designee, who shall have such duties and responsibilities as provided in the Agreement.

2.9 Effective Date of the Agreement - The date indicated in the Agreement upon which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver the Agreement.

2.10 Field Order - A written order issued by the City Manager, or designee, which orders minor changes in the Work but which does not involve a change in Unit Price.

2.11 Agreement Price - The unit price tables identified in Exhibit A.

2.12 Notice to Proceed - A written notice given by City to Contractor fixing the date upon which the Agreement Time will commence to run and on which Contractor shall start to perform Contractor obligations under the Agreement Documents. A notice to proceed is issued for each storm event before work commences.

2.13 Specifications - Those portions of the Agreement Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable to them. FEMA guidelines are considered specifications.

2.14 Subcontractor - An individual, firm or corporation having a direct Agreement with Contractor or with any other Subcontractor for the performance of a part of the Project Work.

2.15 Supplier - A manufacturer, fabricator, supplier, distributor, material man, or vendor.

2.16 Unit Price - An amount stated in the Agreement as a price per unit measurement for the Work as described in the Agreement Documents.

2.17 Work - Work means services to be performed, specifically including but not limited to, furnishing labor, equipment and materials, used or incorporated in the Work as required by the Agreement Documents.

2.18 Work Directive - A written directive to Contractor issued on or after the Effective Date of the Agreement and signed by the City Manager or designee ordering an addition, deletion, or revision in the Work. A Work directive shall not change the Unit Price included in Exhibit A, but it can add additional unit pricing for additional resources needed that were not anticipated when the Agreement was executed. Work Directives can be issued for unforeseen circumstances in the best interests of the health, safety, and welfare of the citizens and residents of the City.

2.18 Written Amendment - A written amendment of the Agreement Documents, approved by the City Commission and signed by City and Contractor on or after the Effective Date of the Agreement that adds or changes significant work or makes changes to terms and conditions.

2.20 Written Notice - Shall be deemed to be duly served if delivered in person to the individual or to an officer of the Contractor or City for whom it is intended, if delivered at or sent by certified mail, return receipt requested, to the last business address known to the person who gives notice. Facsimile, electronic (includes email) or telephonic transmission shall not be considered as written notice.

3.0 Agreement Documents

3.1 The Agreement Documents as defined above, comprise the entire Agreement between City and Contractor and consists of elements to be completed by the parties through this Agreement and includes any additional documents which are required to be submitted under this Agreement, and all Written Amendments, Field Orders, and Work Directives. RFP No. 20-004, "Disaster Debris Removal and Disposal Services", FEMA Super Circular "2 CFR Chapter 2, Part 200 et al, and the CONTRACTORS proposal, are incorporated in their entirety into this Agreement. **Compliance with FEMA Super Circular "2 CFR Chapter 2, Part 200 et al." is required. See the following link to the FEMA Super Circular:**

<https://www.gpo.gov/fdsys/granule/CFR-2016-title2-voll/CFR-2016-title2-voll-part200/content-detail.html>

3.2 This Agreement and the Agreement Documents listed in Paragraph 3.1 comprise the entire agreement between City and Contractor concerning the Work. The Agreement Documents are complimentary; what is called for by one is as binding as if called for by all. The Agreement Documents will be construed in accordance with the law of the State of Florida.

3.3 The intent of the Agreement is to describe a functionally complete Project, to be completed in accordance with the Agreement Documents. Any Work, materials or equipment that may reasonably be inferred from the Agreement Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials or equipment such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of Agreement award, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Agreement Documents) shall be effective to change the duties and responsibilities of City,

Contractor, or any of their consultants, agents, employees or subcontractors from those set forth in the Agreement Documents.

3.4 City will not modify the terms and conditions to the Agreement Documents except in a manner allowed by the Agreement. Contractor covenants and agrees that City shall not be responsible for the costs above those set forth in this Agreement unless the same are set forth in a Written Amendment or Work Directive approved pursuant to the terms of this Agreement. Any and all modifications to terms and conditions issued by the authority of an entity not a party to this Agreement shall not be compensated by City.

3.5 The requirements of the Agreement Documents may be supplemented and minor variations and deviations in the Work may be authorized by the City Manager, or designee, by a written interpretation or clarification, or Field Order.

3.6 Execution of the Agreement by the Contractor is a representation that Contractor has become familiar with the local conditions and the City for which the Work is to be performed.

4.0 Scope of Work

4.1 Contractor is required to assist the City to recover after a major storm event where vegetative and construction and demolition debris are located in the City rights-of-way. Contractor must follow all Federal Emergency Management Agency ("FEMA") guidelines to reasonably assure City receives reimbursement for debris disposal services. The City has an established goal of clearing at least one (1) lane of traffic on every City street within twenty-four (24) hours after a storm event. The storm debris will be arranged for accessibility to heavy equipment so the debris can be loaded into trucks and removed to a disposal site. The Contractor shall furnish all of the materials, tools, supplies, heavy equipment, vehicles and labor necessary to perform the work. Depending on a storm as determined by the City, the materials, tools, supplies, equipment, vehicles, and labor for the emergency push must be pre-positioned or in close proximity to the City prior to the storm. In the event the City is evacuated prior to the storm, the assets do not need to be prepositioned, but must be readily available within four (4) hours after the storm. The Contractor will bear all costs associated with the Project. **Compliance with FEMA Super Circular "2 CFR Chapter 2, Part 200 et al." is required.**

Please see the following link to the FEMA Super Circular:

<https://www.gpo.gov/fdsys/granule/CFR-2016-title2-vol1/CFR-2016-title2-vol1-part200/content-detail.html>

4.2 Contractor shall provide all expertise, personnel, tools, materials, equipment, transportation, supervision and all other services and facilities of any nature necessary to execute, complete and deliver the timely removal and lawful disposal of all eligible storm-generated debris. The term "eligible," as used in this Agreement, means qualifying for emergency funding under the standards promulgated by FEMA. The term "debris," as used in this Agreement, includes all forms of disaster-generated debris, such as vegetative, demolition, construction, household goods ("white goods"), hazardous and industrial waste materials.

4.3 Contracted services will include clearing of roadways and access routes (“the emergency push”), removal and hauling of hurricane debris in the rights of way, clearing and removal of hangers, leaners, and stumps, and other Right of Entry services when determined as necessary to:

- 4.3.1 Eliminate immediate threats to life, public health, and safety.
- 4.3.2 Eliminate immediate threats of significant damage to improved public or private property.
- 4.3.3 Ensure the economic recovery of the affected community for the benefit of the community at large.

Services include:

Pre-event

- 4.3.4 Participate in meetings, workshops, training sessions and the refinement of the City Disaster Debris Management Plan.
- 4.3.5 Visit the City-designated temporary debris management site(s).
- 4.3.6 When requested by City, provide the necessary staff at the City Emergency Operations Center (EOC) to assist in the planning process.
- 4.3.7 Pre-positioning of equipment and personnel in close proximity to City prior to the storm for immediate use after the storm.

Post Event

- 4.3.8. Provide technical advice to the City.
- 4.3.9 Emergency push/road clearance in coordination with debris monitoring firm(s).
- 4.3.10 Debris collection and hauling to City-designated locations.
- 4.3.11 Provide other as-requested field services.
- 4.3.12 Provide collection tickets and reports in electronic or hard copy format, as determined by City, compatible to the debris monitoring firm(s) and City systems.
- 4.3.13 Begin immediate emergency push of vegetative and construction and demolition debris from City streets.

- 4.3.14 Objective to clear at least one (1) lane of traffic on every City street within twenty-four (24) hours.
- 4.3.15 Vegetative and construction and demolition debris collection and disposal.
- 4.3.16 Follow FEMA policies for vehicle and equipment certification and collection and disposal procedures.
- 4.3.17 Maintain documentation necessary for verification for services rendered as necessary for FEMA reimbursements to City.

4.4 These contracted services shall provide for the cost effective and efficient removal and lawful disposal of debris on all public streets, roads, and other rights-of-way, including any other locally-owned facility or site as may be directed by the City, and in accordance with federal requirements. Agreement services will only be performed when requested and as designated by the City, by approved Work Authorization issued by the City. Contractor shall load and haul the debris from within the legal boundaries of the City to a site(s) specified by the City. Contractor shall use mechanical equipment to load and reasonably compact debris into the trucks and trailers.

4.5 Contractor is the City's contractor for storm debris collection and disposal and is expected to provide sufficient resources after the storm to perform the work. However, this is not a guarantee of work. City reserves the right to assign work to various contractors, at its sole discretion. Depending on the intensity of the storm, Contractor represents it has the ability to provide sufficient work forces and equipment after a storm for the performance of the Contractor and the City reserves the right to utilize one or more other contractors determined solely by the City. This approach will provide the City with the maximum flexibility to adequately react to the unknown variables of a storm event.

4.6 City reserves the right to approve in writing all subcontractors hired by the Contractor and to require the Contractor to dismiss a subcontractor upon request.

4.7 Contractor shall load and haul all eligible debris to an approved and certified temporary debris management site (TDMS) or other disposal destination, as specified by the City. All collection and hauling will be consistent with federal and state requirements applicable to the disaster event. The Contractor will ensure compliance with instructions from the City regarding the collection, hauling and disposal of hazardous wastes and other categories of debris.

4.8 Payment will be made to Contractor based on verification of the load tickets and verification that the debris was handled in accordance with FEMA requirements.

4.9 Contractor shall invoice City for debris handling regularly and for no more than thirty (30) day periods.

4.10 It is understood that the City's intent is to have the work performed and paid for in a manner consistent with FEMA reimbursement regulations. Payment will only be made for debris that FEMA determines eligible. In addition, payments based upon time and material costs

are limited to work performed during the first seventy (70) hours of work, or for a period as determined by FEMA rules, of actual work following a disaster event.

4.11 Contractor agrees to perform contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations, and permits. Only the highest quality workmanship will be acceptable. Services, equipment and workmanship not conforming to the intent of Agreement or meeting the approval of the City may be rejected. Replacements, rework or both, completed as required, will be accomplished on a timely basis at no additional cost to the City. Contractor shall ensure that its workers, and those of its subcontractors, if any, are sufficiently trained on the scope of work, and the work to be done in order for the City to be reimbursed by FEMA for eligible debris removal.

4.12 Contractor shall provide a copy of the Contractor's General Operations Plan within seven (7) days following the execution of this Agreement with the City. The City will approve the General Operations Plan prior to its implementation within the City. The Contractor shall have the authority to implement all actions required to begin the performance of contracted services as set out in this Agreement and Contractor's General Operations Plan.

4.13 When a Notice to Proceed is given by City to the Contractor prior to a storm event, the Contractor is expected to pre-position equipment in close proximity to the City for immediate use after the storm winds subside to a safe level (under 40 miles per hour) and begin the emergency push. Contractor will make all necessary arrangements to mobilize a minimum of 50% of the required resources for the emergency push within two (2) hours and 100% of the required resources within eight (8) hours for the emergency push. Contractor will make all necessary arrangements to mobilize a minimum of 50% of the required resources within seventy-two (72) hours and 100% of the required resources within one hundred and twenty (120) hours to commence and conduct the storm debris collection and removal. The City may take actions as necessary to address the failure of the Contractor to mobilize resources on the schedule required by the City.

4.14 All Work shall be scheduled through the City Public Services Director or designee. Contractor will begin the emergency push immediately after a storm.

4.15 The Contractor shall preserve from damage all property adjacent to the Work sites. The Contractor shall erect and maintain all necessary barricades, suitable and sufficient red lights, danger signals, signs, and post flagmen, and shall take all necessary precautions for the protection of the Work and safety of the public. The Contractor is required to repair or replace any damages made to public and private property.

4.16 Contractor shall provide a safe and clean working environment for performing the services pursuant to this Agreement.

4.17 Contractor means and method of debris collection will be performed in a manner that does not leave storm debris and material on the streets. A combination of front end loaders and clam shell trucks will be used for debris removal. Immediately after storm debris piles are removed by large equipment, Contractor will ensure that the remains of the piles are also collected and hauled away. Contractor shall not leave storm debris and materials in the rights of way.

4.18 Contractor representative is not employed by or affiliated with the City's Storm Debris Collection Monitoring and FEMA Public Assistance Grant Administrator Contractor.

5.0 Agreement Period

5.1 The initial Agreement period is for three (3) years beginning on _____ 1, 2020 and expiring on May 31, 2023. The Agreement can be extended for three (3) additional one (1) year periods with the written approval of the City Manager and Contractor executed no less than sixty (60) days prior to the expiration date. Unit prices will remain firm for the first three-year term and the City Manager may negotiate and approve reasonable price adjustments in the subsequent Contract years as long as acceptable within FEMA guidelines.

5.2 Contractor agrees that all Work shall be prosecuted regularly, diligently and uninterrupted at such rate of progress as will ensure full completion of it within a time specified by City. Failure to achieve timely, completion shall be regarded as a breach of this Agreement and subject to the appropriate remedies. A specific time limit on the period of performance for the work to be done will be identified for each storm event depending on the amount of debris that needs to be collected and disposed of. The City Manager will issue a written notice to proceed for each storm event.

6.0 Agreement Price and Payment

The City agrees to pay Contractor unit pricing for the faithful performance of the Services of this Agreement. Prices for work completed by the Contractor are reflected in Contractor's proposal. Mobilization, stand-by costs, and reduction in productivity are included in the Agreement price. Contractor will be paid unit pricing for Work as reflected in Contractor's Proposal attached as Exhibit A. All work will be paid on unit prices. Payment will be made only for Work that FEMA determines eligible. Payments will be made pursuant to Article 17 of this Agreement.

7.0 Contractor Responsibilities

In addition to those responsibilities enumerated in Article 4.0 above, the Contractor shall be responsible for the following:

7.1 Contractor shall bear all of its own operating costs and is responsible for all permit and license fees, and maintenance of its own trucks and equipment to keep such property in a condition and manner adequate to accomplish contracted services. Upon receipt and acceptance of full documentation of the performance of services and an accurate invoice as specified by the City, the Contractor shall be reimbursed on a unit price basis as specified in the Agreement.

7.2 In addition, all costs related to labor, materials, and equipment shall be fair, reasonable, and consistent with costs set forth in the most current version of the FEMA Schedule of Equipment Rates, to be applied at all times for implementation of the Agreement. The City will not pay higher costs than the FEMA approved rate, or in a manner inconsistent with FEMA reimbursement regulations, regardless of what is identified in the proposal or Agreement.

7.3 The Contractor shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. Contractor will be required to provide debris volume estimates in support of proposed costs. Contractor will provide hard copies of volume estimates and all supporting documentation in order to determine if the methodology that the Contractor used to estimate debris was an acceptable and reasonable methodology.

7.4 As an inducement for City to enter into this Agreement, Contractor has represented an expertise in storm debris collection and removal following FEMA guidelines for approved collection methods, record keeping, and reimbursement by FEMA for the Work. In reliance upon those representations, City retained Contractor to provide storm debris collection and removal services. Contractor shall be liable for any negligence or breach of any other legal duty to the extent and in the manner as set forth in this Agreement.

7.5 Contractor shall supervise and direct the Work competently and efficiently, devoting such attention to it and applying Contractor's best skill, attention and expertise. In coordination with the City, Contractor shall be responsible for and have control over the means, methods, techniques, sequences and procedures of construction. Contractor shall be responsible to see that the finished Work complies with FEMA guidelines.

7.6 During the progress of on-site work, Contractor shall provide full-time competent project supervision and any necessary assistants. The Contractor may, with the permission of the City Manager, or designee, schedule prosecution of the Work during times not otherwise allowable for work within the City as restricted by City ordinance.

7.7 The day-to-day management of the Project Subcontractors' schedules and requests for payment shall be conducted by a competent project manager. The project manager will regularly coordinate with the City Manager or designee and the City's debris collection monitor.

7.8 Contractor shall provide and pay for competent, suitably qualified personnel to perform the Work. Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. Contractor shall at all times maintain good discipline and order for the Work.

7.9 Contractor shall furnish, pay for and assume full responsibility for all materials, equipment, transportation, machinery, tools, appliances, water, heat, utilities and all other facilities and services necessary for the furnishing, performance, testing, start-up, mobilization, and proper completion of the Work.

7.10 Contractor shall be fully responsible to City for all acts and omissions of the Contractor's employees, subcontractors, suppliers and other persons directly or indirectly employed by its subcontractors, suppliers and of persons for whose acts any of them may be liable and any other persons and organizations performing or furnishing of the Work under a direct or indirect Agreement with Contractor. Nothing in the Agreement Documents shall create any contractual relationship between City and any such subcontractor, supplier or other person or organization, nor shall it create any obligation on the part of City to pay or to see to the payment of any monies due any such subcontractor, supplier or other person or organization except as may otherwise be required by laws and regulations.

7.11 All Work performed for Contractor by a subcontractor will be pursuant to an appropriate agreement between Contractor and the subcontractor which specifically binds the subcontractor to the applicable terms and conditions of the Agreement Documents for the benefit of City, and consistent with a subcontract plan. Contractor must submit a subcontract plan including a clear description of the percentage of the work the Contractor may subcontract out and a list of subcontractors the Contractor plans to use.

7.12 Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others.

7.13 Contractor shall comply with and give all notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to the performance of the Work. City shall not be responsible for monitoring Contractor's compliance with any laws and regulations.

7.14 Contractor shall pay all sales, consumer, use and other similar taxes required to be paid in accordance with the laws and regulations of the State of Florida and its political subdivisions. Contractor is responsible for reviewing the pertinent state statutes involving such taxes and complying with all requirements. City shall pay all tipping or disposal fees assessed, incurred, or charged at the temporary debris management site (TDMS) if any TDMS is used by the City, or other disposal destination that is specified by the City.

7.15 Contractor shall confine equipment, the storage of materials and equipment and the operations of workers to the Project areas and shall not unreasonably encumber any areas with equipment or other materials, particularly on private property. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant of them or of any land or areas contiguous to them, resulting from the performance of the Work. Should any claim be made against City by any such owner or occupant because of the performance of the Work, Contractor shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim. The general indemnification provided elsewhere in the Agreement Documents specifically applies to claims arising out of Contractor's Work.

7.16 Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work to prevent damage, injury and loss to all employees performing the Work and other persons and organizations who may be affected by it and to all the Work and materials and equipment to be incorporated in it. Contractor shall provide a safe and clean working environment.

7.17 Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons and property and to protect them from damage, injury or loss.

7.18 If required by City, Contractor shall promptly, as directed, either correct all defective Work or, if the Work has been rejected by City, remove it and replace it with non-defective Work. Contractor shall bear all direct costs of such correction or removal (including but not limited to fees and charges of engineers, architects and other professionals) made necessary by such actions.

7.19 Contractor will provide all necessary cooperation with the City's Storm Debris Monitoring Firm ("Monitoring Firm"). Contractor understands that City will be seeking reimbursement from FEMA for the Work, and that FEMA and the Monitoring Firm will require specific reporting and documentation from the Contractor. The Contractor shall participate in all monitoring by FEMA and the City's Monitoring Firm, and provide all documentation requested by FEMA and the City's Monitoring Firm for City's reimbursement for payments for the Work. In the event the City's reimbursement is denied solely as a result of Contractor's failure to comply with this paragraph, City shall have a right to recover all such non-reimbursed payments from Contractor.

7.20 In the event of post-event payment reviews and audits by any governmental entity that reimbursed the City for storm collection and disposal services and collection monitoring services, Contractor shall provide all required documentation in its possession related to such review and audit.

7.21 Environmental Protection - Any and all fluids or chemicals (work-related materials such as oil-drip, absorbents, etc.) used by the Contractor(s) must be used and disposed of in accordance with all rules and regulations of local, state and federal regulatory agencies. Contractor(s) and subcontractors shall not perform maintenance on over-the-road equipment at DMS(s). Maintenance of equipment that typically remain at the DMS (e.g., track hoes, front end loaders, grinders, etc.) may be conducted at the DMS provided best management practices are followed and all wastes are managed and disposed of in accordance with all rules and regulations of local, state and federal regulatory agencies. The Contractor(s) shall, at its own expense, ensure that noise and dust pollution is minimized to comply with all City and County and state laws and the approval of the City Debris Manager. The Contractor(s) shall comply in a timely manner with all directions of the City Debris Manager regarding the use of a water truck or other approved dust abatement measures. The Contractor(s) shall comply with all laws, rules, regulations and ordinances regarding environmental protection.

The Contractor(s) shall immediately report and document all incidents to the City Debris Manager or the authorized representative that affect the environmental quality of DMS(s) such as, but not limited to, hydraulic fluid leaks, oil spills or fuel leaks. The Contractor must notify the City regarding any fluid or chemical spillage so that the City or its authorized representative can review and approve of the cleanup. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

The Contractor shall take immediate containment action as necessary to minimize the effect of any spill or leak. Cleanup shall be done in accordance with applicable federal, state and local laws and regulations. Petroleum, oil, and lubricant spills shall be reported to the National Response Center, Broward County Environmental Protection Department and the City Debris Manager immediately following discovery. A written follow-up shall be submitted to the City Debris Manager not later than 7 days after the initial report. The written report shall be in narrative form and, as a minimum, shall include the following.

- Description of the material spilled (including any identity, quantity, etc.)
- Determination as to whether or not the amount spilled is EPD/DEP reportable and when and to whom it was reported.
- Exact time and location of spill, including description of the area involved.
- Receiving waters (including, but not limited to canals and drainage areas)
- Cause of incident and equipment and personnel involved.
- Injuries or property damage.
- Duration of discharge.
- Containment procedure implemented.
- Summary of all communications the Contractor has had with press or other officials.
- Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.

8.0 Defective Work

If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Agreement Documents, City may order Contractor to stop the Work, or any portion of it, until the cause for such order has been eliminated; however, this right of City to stop the Work shall not give rise to any duty on the part of City to exercise this right for the benefit of Contractor or any other party.

9.0 City Manager Responsibilities

9.1 City Manager, or designee, such designation to be made in writing, will be City's contact person during the work period and until final close-out of the Project.

9.2 City Manager, or designee, will make visits to the work areas to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Agreement Documents. City Manager's, or designee's, efforts will be directed toward providing for City a greater degree of confidence that the completed Work will conform with FEMA guidelines and Agreement Documents.

9.3 City Manager, or designee, will issue, with reasonable promptness, such written clarifications or interpretations of the technical requirements of the Agreement Documents as City Manager or designee may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Agreement Documents. Should Contractor fail to request interpretation of questionable items in the Agreement Documents, City will thereafter not entertain any excuse for failure to execute the Work in a satisfactory manner, or for payment of work claimed by Contractor that is not authorized by the terms of this Agreement.

9.4 City Manager, or designee, will interpret and decide matters concerning performance under the requirements of the Agreement Documents upon written request of either City or Contractor. City Manager, or designee, will make initial decisions on all claims, disputes or other matters in question between City and Contractor. Written notice of each such claim, dispute or other matter will be delivered by claimant to City Manager, or designee, and the other party but in no event later than ten (10) calendar days after the occurrence of the event giving rise to it, together with written supporting data.

9.5 In the event City and Contractor disagree upon whether Contractor is entitled to be paid for Work required by City, or in the event of any other disagreements over the scope of Work included within the Agreement Price, City and Contractor agree to negotiate in good faith to resolve the issue amicably. As part of the negotiation process, Contractor shall furnish City with a good faith estimate of the costs to perform the disputed Work in accordance with City's interpretations. If the parties are unable to agree, and City expects Contractor to perform the Work in accordance with City's interpretations, Contractor shall proceed to perform the disputed Work, conditioned upon City issuing a written order to Contractor directing Contractor to proceed and specifying City's interpretation of the Work that is to be performed.

9.6 City Manager or designee is authorized to make Field Orders and execute Work Directives in the best interests of the health, safety, and welfare of the citizens and residents of the City.

10.0 Insurance

UPON EXECUTION OF THE AGREEMENT, THE CONTRACTOR SHALL SUBMIT CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT THE CITY OF DANIA BEACH IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGE AND THE OPERATIONS OF THE CONTRACTOR UNDER THE AGREEMENT.

10.1 The coverages are specified in the RFP and are incorporated by this reference. The Certificates of Insurance shall not only name the types of policies provided, but shall also specifically refer to this Agreement and shall state that such insurance is as required by Article 10 and its subparts of this Agreement. Contractor shall not commence work under this Agreement until after Contractor has obtained all of the minimum insurance herein described and the policies of such insurance detailing the provisions of coverage have been received and approved by City. Contractor shall not permit any Subcontractor to begin work until after similar minimum insurance to cover Subcontractor has been obtained and approved. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the term of this Agreement, then in that event, Contractor shall furnish a renewed Certificate of Insurance as proof that equal and like coverage and extension is in effect. Contractor shall not continue to perform the services required by this Agreement unless all required insurance remains in full force and effect.

10.2 Insurance Companies selected must be acceptable to the City. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, or renewal refused until at least thirty (30) calendar days written notice has been given to City by regular mail.

10.2.1 Workers' Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, United States Longshoremen's and Harbor Worker's Act, the Federal Employer's Liability Act, and the Homes Act shall be provided with a minimum of One Million dollars (\$1,000,000) limit, and One Hundred Thousand dollars (\$100,000) per accident. Contractor agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

10.2.2 Comprehensive Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by the Contractor in the performance of the work with the following minimum limits of liability:

\$1,000,000 Combined Single Limit, Bodily Injury and Property Damage Liability, per occurrence.

10.2.3 Comprehensive General Liability Insurance (occurrence form) with the following minimum limits of liability:

\$1,000,000 Combined Single Limit, Bodily Injury and Property Damage Liability, per occurrence and \$2,000,000 annual aggregate

Comprehensive General Liability coverage. City shall be named as an additional insured.

10.2.4 Coverage must be offered in a form no more restrictive than the latest edition of the Comprehensive General Liability Policy without restrictive endorsements, as filed by the Insurance Services Office and shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

- 10.2.4.1 Premises and Operations;
- 10.2.4.2 Independent Contractors;
- 10.2.4.3 Product and Completed Operations Liability;
- 10.2.4.4 Broad Form Property Damage;
- 10.2.4.5 Broad Form Contractual Coverage applicable to Agreement;
- 10.2.4.6 Personal Injury Coverage;
- 10.2.4.7 Explosion, collapse, underground coverage (XC-U)

10.3 The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the following minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

10.4 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against City with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.

10.5 The Contractor shall ensure that any company issuing insurance to cover the requirements contained in this Agreement agrees that they shall have no recourse against City for payment or assessments in any form on any policy of insurance.

10.6 The clauses "Other Insurance Provisions" and "Insurers Duties in the Event of an Occurrence, Claim or Suit" as it may appear in any policy of insurance in which City is named as an additional named insured shall not apply to City. City shall provide written notice of occurrence within fifteen (15) business days of City's actual notice of such an event.

10.7 The Contractor agrees to perform the Work under the Agreement as an independent Contractor, and not as a Subcontractor, agent or employee of City.

10.8 Contractor shall require each of its Subcontractors of any tier to maintain the insurance required herein for each category, and Contractor shall provide verification thereof to City upon request of City.

10.9 Violation of the terms of this Article and its subparts, including without limitation, a lapse or cancellation of any required insurance, shall constitute a breach of the Agreement and City, at its sole discretion, may cancel the Agreement and all rights, title and interest of the Contractor shall thereupon cease and terminate.

10.10 City shall not be responsible for purchasing and maintaining any insurance to protect the interests of Contractor, Subcontractors or others on the Work; provided that should the insurance outlined above be canceled for any reason, the City shall have the right to purchase equivalent insurance and charge the cost of that insurance against any amount due the Contractor under the terms of this Agreement, or find the Contractor in default and terminate this Agreement; provided, that City specifically reserves all statutory and common law rights and immunities and nothing herein is intended to limit or waive same including, but not limited to, the procedural and substantive provisions of Section 768.28, Florida Statutes and Section 95.11, Florida Statutes.

11.0 Performance and Payment Bonds

Contractor shall execute and furnish to City a Performance Bond and a Payment Bond when issued a Notice to Proceed for a storm event, each written by a corporate surety, having a resident agent in the State of Florida. The surety company shall have at least the following minimum qualification in accordance with the latest edition of A.M. Best's Insurance Guide, published by Alfred M. Best Company, Inc., Ambest Road, Oldwick, New Jersey 08858: A to A+. The penal sum stated in each Bond shall be the amount equal to the total one hundred and twenty-five percent (125%) of the amount payable under the terms of the Agreement. The Performance Bond shall be conditioned that the Contractor perform the Work in the time and manner prescribed in the Agreement. The Payment Bond shall be conditioned that the Contractor promptly make payments to all persons who supply the successful Proposer with labor, materials and supplies used directly or indirectly the prosecution of the Work. Pursuant to the requirements of Section 255.05(1)(a), Florida Statutes, it shall be the duty of the Contractor to record the aforesaid Performance and Payment Bonds in the public records of Broward County, with the successful Proposer to pay all recording costs.

12.0 Warranties; Tests; Inspections; and Correction of Defective Work

12.1 The Contractor warrants that all services will be performed in a workmanlike manner.

12.2 Contractor warrants to the City that it will comply with all applicable federal, state and local laws, regulations, and orders, including without limitation those issued by FEMA in carrying out its obligations under the Agreement.

12.3 Contractor warrants to the City that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Agreement.

12.4 Contractor warrants to the City that the consummation of the Work provided for in the Agreement Documents will not result in the breach of any term or provision of, or constitute a default under any indenture, mortgage, Agreement, or agreement to which the Contractor is a party.

12.5 No warranty, either express or implied, may be modified, excluded or disclaimed in any way by Contractor. All warranties shall remain in full force and effect, notwithstanding acceptance and payment by City.

12.6 Contractor warrants to City that the consummation of the work provided for in the Agreement documents will not result in the breach of any term or provision of, or constitute a default under any indenture, mortgage, Agreement, or agreement to which Successful Proposer is a party.

12.7 Contractor shall furnish all guarantees and warranties to the Public Services Department prior to final acceptance and payment. The warranty period shall commence upon final acceptance of the product.

12.8 Conditions of Material

All materials and products supplied by the Proposer in conjunction with this proposal shall be new, warranted for their merchantability, fit for a particular purpose, free from defects and consistent with industry standards. The products shall be delivered to the City in excellent condition. In the event that any of the products supplied to the City are found to be defective or do not conform to the specifications, the City reserves the right to return the product to the Contractor at no cost to the City.

12.9 Copyrights Or Patent Rights

The Proposer warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of this Agreement. The Contractor agrees to hold the City harmless from all liability, loss or expense occasioned by any such violation.

12.10 Safety Standards

The Proposer warrants that the product(s) supplied to the City shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970 as amended, and shall be in compliance with Chapter 442, Florida Statutes as well as any industry standards, if applicable. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).

13.0 Public Records

13.1 Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Owner.

13.2 Upon request from the Owner custodian of public records, Contractor shall provide the Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

13.3 Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Owner.

13.4 Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the City Manager, at no cost to the Owner, within seven (7) days. All such records stored electronically by Owner shall be delivered to the Owner in a format that is compatible with the Owner's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

13.5 Any compensation due to Contractor shall be withheld until all records are received as provided in this Article.

13.6 Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Owner.

Section 119.0701(2)(a), Florida Statutes

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

Custodian of Records: THOMAS SCHNEIDER, CITY CLERK
Mailing Address: 100 W. Dania Beach Boulevard
Dania Beach, Florida 33004

Telephone number: 954-924-9800, Ext. 3623

Email: tschneider@daniabeachfl.gov

14.0 Changes in Work

14.1 City, without invalidating this Agreement, may order additions, deletions or revisions to the Work. Such additions, deletions or revisions shall be authorized by a Written Amendment, or Work Directive executed by the City Manager. All Agreement amendments and modifications will be in writing.

14.2 No claim against City for extra Work in furtherance of such Written Amendment or Work Directive shall be allowed.

15.0 Contractor Indemnification

The Indemnification provision in the RFP is incorporated in the Agreement by this reference.

16.0 Contracting with Small and Minority businesses, Women's Business Enterprises, and Labor Surplus Area Firms

The RFP provision in the RFP is incorporated in the Agreement by this reference.

17.0 Payments and Completion of Work

17.1 Contractor may requisition payments for Work completed during the Project at intervals of not more than once a month, with each invoice covering a period of no more than thirty (30) days. The Contractor's requisition shall show a complete breakdown of the Project components, the quantities completed and the amount due, together with a certification by the Contractor that the Contractor has disbursed to all subcontractors and suppliers their pro-rata shares of the payment out of previous progress payments received by the Contractor for all Work completed and materials furnished in the previous period or properly executed releases of liens by all Subcontractors, suppliers and materialmen who were included in the Contractor's previous applications for payment, and any other supporting documentation as may be required by the City Manager or designee or Agreement Documents. Each requisition shall be submitted in duplicate to the City Manager, or designee, for approval; City shall have thirty (30) business days to approve or disapprove the requisition. If the requisition is not approved, the reasons therefor shall be stated with particularity. The City shall make payment to the Contractor within fifteen (15) calendar days after approval by the City Manager, or designee, of the Contractor's requisition for payment.

17.2 The final application for payment shall be accompanied by: (1) complete and legally effective releases or waivers of all liens arising out of or filed in connection with the Work; or (2) Contractor's receipts in full covering all labor, materials and equipment for which a lien or claim could be filed; or (3) a final affidavit stating that all laborers, materialmen, suppliers and subcontractors who worked for Contractor under this Agreement have been paid in full or if the fact be otherwise, identifying the name of each lienor/claimant who has not been paid in full and the amount due or to become due each for labor, services or materials furnished. If any Subcontractor or supplier fails to furnish a release or receipt in full, Contractor may furnish a bond satisfactory to City to indemnify City against any lien or claim.

17.3 If, on the basis of City Manager's, or designee's, observation of the Work during debris collection and removal and final inspection, and City Manager's, or designee's, review of the final Application for Payment and accompanying documentation, City Manager, or designee, is satisfied that the Work has been completed in accordance with the Agreement Documents and Contractor's other obligations under the Agreement Documents have been fulfilled, City Manager, or designee, will, present the Application to City for payment. Otherwise, City Manager, or designee, will return the Application to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application. Fifteen (15) calendar days after presentation to City of the Application and accompanying documentation, in appropriate form and substance, the amount recommended by City Manager, or designee, will become due and will be paid by City to Contractor.

17.4 Final payment, constituting the entire unpaid balance of the Agreement Price shall be paid by the City to the Contractor when the Work has been completed in accordance with the Agreement Documents, the Agreement has been fully performed, and a final certificate for payment has been issued by the City Manager, or designee. The making of final payment shall constitute a waiver of claims by City except those arising from:

17.4.1 Liens, claims, security interests or encumbrances arising out of this Agreement and unsettled.

17.4.2 Faulty or defective Work and latent defects discovered after acceptance.

17.4.3 Failure of the Work to comply with the requirements of the Agreement Documents.

17.4.4 Terms of special warranties required by the Agreement Documents.

17.4.5 Any of Contractor's continuing obligations, including without limitation warranties, under this Agreement.

17.5 The acceptance of final payment by Contractor or the Subcontractor for materials and supplies shall constitute a waiver of claims by that payee except those previously made in writing and identified by payee as unsettled at the time of final application for payment.

17.6 The City may withhold in whole or in part, final payment or any progress payment to such extent as may be necessary to protect itself from loss on account of:

17.6.1 Defective Work not remedied.

17.6.2 Claims filed or reasonable evidence indicating the probable filing of claims by other parties against the Contractor.

17.6.3 Failure of the Contractor to make payment to Subcontractors or suppliers for materials or labor.

17.6.4 Damage to another contractor not remedied.

17.6.5 Failure to carry out the Work in accordance with the Agreement Documents.

17.7 When the above issues are removed or resolved or the Contractor provides a surety bond or a consent of surety satisfactory to the City which will protect the City in the amount withheld, payment may be made in whole or in part.

18.0 City's Termination of Agreement

18.1 It is expressly understood and agreed that the City may terminate this Agreement, in total or in part, at any time for cause or convenience without penalty. In that event, the City's sole obligation to the Contractor shall be payment for services for work previously authorized and performed. Such payment shall be determined on the basis of the hours or percentage of work performed by the Contractor up to the time of termination. Upon such termination, the City may, without penalty or other obligation to the Contractor, elect to employ other persons to perform the same or similar services. City may terminate the Agreement upon the occurrence of any one or more of the following events:

18.1.1 If Contractor commences a voluntary case under any chapter of the Bankruptcy Code as now or hereafter in effect, or if Contractor takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency.

18.1.2 If a petition is filed against Contractor under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against Contractor under any other federal or state law in effect at the time relating to bankruptcy or insolvency.

18.1.3 If Contractor makes a general assignment for the benefit of creditors.

18.1.4 If a trustee, receiver, custodian or agent of Contractor is appointed under applicable law or under an agreement, whose appointment or authority to take charge of property of Contractor is for the purpose of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of Contractor's creditors.

18.1.5 If Contractor admits in writing an inability to pay its debts generally as they become due.

18.1.6 If Contractor persistently fails to perform the Work in accordance with the Agreement Documents (including but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule as same may be revised from time to time).

18.1.7 If Contractor disregards laws or regulations of any public body having jurisdiction, state and FEMA guidelines, or acceptable safety practices.

18.1.8 If Contractor otherwise violates in any substantial way any provisions of the Agreement Documents.

18.2 City reserves the right to terminate this Agreement immediately for unsatisfactory performance. In such case Contractor shall not be entitled to receive any further payment for additional work performed.

18.3 Termination for convenience/no cause. Upon fourteen (14) calendar days' written notice to Contractor, City may, without cause and without prejudice to any other right or remedy, terminate this agreement for City's convenience, without any reason and at any time, whenever City determines that such termination is in the best interests of City. Where the Agreement is terminated for the convenience of City, the notice of termination to Contractor must state that the Agreement is being terminated for the convenience of City under the termination clause, the effective date of the termination and the extent of termination. Upon receipt of the notice of termination for convenience, Contractor shall promptly discontinue all Work at the time and to the extent indicated on the notice of termination, terminate all outstanding subcontractors to the extent that they relate to the terminated portion of the Agreement, and refrain from placing further orders and subcontracts. Except as set forth below, Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

18.4 Termination for Cause. If the Contractor fails to provide the Services, or shall in any other manner commit a breach of the Agreement and fails to remedy the same within five (5) calendar days after written notice from the City, the City may terminate the Agreement resulting from the RFP without any further notice to the Contractor. City representatives will review the Services periodically to assure that the requirements of the Agreement are being met. If any portion of the Services are unsatisfactory, the Contractor shall be contacted, and the discrepancies corrected at no additional cost to the City. Failure on the part of the Contractor to comply with the conditions, terms, specifications and requirements of the Proposal shall be just cause for cancellation of the Proposal award. The City shall be the sole judge of nonperformance.

18.5 Liquidated Damages

Should the Contractor fail to complete requirements set forth in this scope of work, the City will suffer damage. The amount of damage suffered by the City is difficult, if not impossible to determine at this time. Therefore, the Contractor shall pay the City, as liquidated damages, the following:

- a. The Contractor shall pay the City, as liquidated damages, \$1,000.00 per calendar day of delay to mobilize in the City with the resources required to begin debris removal operations, within seventy-two (72) hours of being issued a Notice to Proceed.
- b. The Contractor shall pay the City, as liquidated damages, \$500.00 per load of disaster debris collected in the City that is not disposed of at a City approved DMS or City approved Final Disposal Site and any associated fines levied by a third party. Application of liquidated damages does not release the Contractor of all liability associated with hauling and depositing material to an unauthorized location.
- c. The Contractor shall pay the City, as liquidated damages, \$500.00 per incident where the Contractor fails to repair damages that are caused by the Contractor or a subcontractor(s). Application of liquidated damages does not release the Contractor from the responsibility of resolving or repairing damages.

The amounts specified above are mutually agreed upon as reasonable and proper amount of damage the City should suffer by failure of the Contractor to complete requirements set forth in the scope of work.

18.6 Change Orders

The City, without invalidating this Agreement, may order additions, deletions or revisions to the Work. A written Amendment, Change Order or Work Change Directive shall authorize such additions, deletions or revisions. All Change Orders which, individually or when cumulatively added to amounts authorized pursuant to prior Change Orders for this Project, increase the cost of the Work to the City or which extend the time for completion, must be formally authorized and approved by the appropriate City authority prior to their issuance and before Work may begin. No claim against the City for extra Work in furtherance of a Change Order shall be allowed unless prior written City approval pursuant to this section has been obtained. The Contract Price and Contract Time shall be changed only by Change Order or written Amendment. The Project Manager shall prepare Proposed Change Orders on forms provided by the City. When submitted for approval, they shall carry the signature of the Public Works Director, the City Manager, and the Contractor.

If the City and the Contractor are unable to agree as to the extent, if any, of an adjustment in the Contract Price or an adjustment of the Contract times that should be allowed as a result of a Work Change Directive, a claim may be made for it. The Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract times with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents is required by the provisions of any bond to be given to a surety, the giving of any such notice will be the Contractor's responsibility and the amount of each applicable bond shall be adjusted accordingly.

Any claim for adjustment in the Contract Price or time shall be based upon written notice delivered by the party making the claim to the other parties and to the Engineer/Project Manager not later than fifteen (15) calendar days after the occurrence or event giving rise to the claims and stating the general nature of the claim. No claim for an adjustment in the Contract Price or an extension of the contract time will be valid if not submitted in accordance with this Paragraph.

The cost or credit to the City from a change in the Work shall be determined by one or more of the following ways:

- 1) By a Cost Analysis process to be performed on all change orders. The cost analysis for all change orders will include a separate determination of profit for each change order requested.
- 2) When only nominal quantities are to be changed, a Change Order may be determined by existing unit prices stated in the Contract Documents or subsequently agreed upon in writing. For substantive changes in quantities, Contractor shall be required to perform a cost analysis as required in the previous paragraph.

19.0 Notice, Computation of Time

19.1 All notices required by any of the Agreement Documents shall be in writing and shall be deemed delivered upon mailing by certified mail, return receipt requested to the following:

For City: Ana M. Garcia, ICMA-CM, City Manager
City of Dania Beach
100 West Dania Beach Boulevard
Dania Beach, FL 33004
Telephone: 954-824-6800

Copy to: Thomas Ansbrosio, City Attorney
100 West Dania Beach Boulevard
Dania Beach, FL 33004
Telephone: 954-824-6800

For Contractor: Ronald M. Bergeron, Sr., President
19612 S.W. 69 Place
Pembroke Pines, Florida 33332

Notice by facsimile shall not be deemed received until the party receiving such a notice receives a copy of such notice through certified mail, return receipt requested.

19.2 When any period of time is referred to in the Agreement Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation. A calendar day of twenty-four (24) hours measured from midnight to the next midnight shall constitute a day.

20.0 Miscellaneous

20.1 The duties and obligations imposed by the Agreement Documents and the rights and remedies available to the parties in this Agreement, and, in particular but without limitation, the warranties, guaranties and obligations imposed upon Contractor and all of the rights and remedies available to City under them, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available to any or all of them which are otherwise imposed or available by laws or regulations, by special warranty or guarantee or by other provisions of the Agreement Documents, and the provisions of this Paragraph will be as effective as if repeated specifically in the Agreement Documents, and the provisions of this Paragraph will survive final payment and termination or completion of the Agreement.

20.2 Contractor shall not assign, sublet or transfer this Agreement or its rights, title or interests in it without City's prior written approval as evidenced by a resolution duly adopted by the City Commission, which may be withheld for any or no reason. The obligations undertaken by Contractor pursuant to the Agreement shall not be delegated or assigned to any other person or firm unless City shall first consent in writing to the assignment, subletting or transfer of it. Violation of the terms of this Paragraph shall constitute a breach of Agreement by Contractor and the City may, at its discretion, cancel the Agreement and all rights, title and interest of Contractor shall thereupon cease and terminate.

20.3 Contractor and its employees, volunteers, subcontractors, and agents shall be and remain independent contractors and not agents or employees of City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking or venture between the parties to this Agreement.

20.4 Contractor shall only designate employees who are sufficiently skilled to provide the required services specified in this Agreement. Any person employed to provide the Services who fails, refuses or neglects to obey the instructions of the City's representative in anything relating to the Services, or who appears to be disorderly, insubordinate, or incompetent shall upon the order of City's representative, be immediately relieved by the Contractor from performing the Services. Any interference with, or any abusive or threatening conduct toward any City representative, City assistants or inspectors by the Contractor, its employees or agents, or any member of the public shall be grounds for the City to terminate the Agreement and re-let the Services. The Contractor shall furnish all labor, materials, supplies and equipment necessary to properly maintain all Services areas where Services are conducted in an acceptable and safe condition.

20.5 Contractor agrees that it or its officers, if a corporation or other legal entity, shall be held fully responsible, except as otherwise prohibited by law, for all acts of their employees while in their employ.

20.6 The remedies expressly provided in this Agreement to City shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of City now or hereafter existing at law or in equity.

20.7 Should any part, term or provision of this Agreement be decided by a court to be invalid, illegal or in conflict with any law of the State, the validity of the remaining portion or provision shall not be affected.

20.8 Neither party, nor its employees, shall have or hold any continuing or frequently recurring employment or contractual relationship, or have any adverse claim against the other party, that is substantially antagonistic or incompatible with that party's loyal and conscientious exercise or judgment related to its performance under this Agreement. This provision shall also apply to all of Contractor's subcontractors used for the work.

20.9 This Agreement may not be amended or modified except in writing, approved and executed by the parties with the same formalities and dignity as this Agreement.

20.10 The City reserves the right to assign work to various contractors, at its sole discretion, and this Agreement is not to be construed as a guarantee for work.

21.0 Nondiscrimination and Equal Opportunity Employment

During the performance of this Agreement, Contractor agrees as follows:

21.1 The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

21.2 Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

21.3 Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

21.4 Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

21.5 Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

21.6 In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts or federally assisted contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

21.7 Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

22.0 Compliance with the Copeland "Anti-Kickback" Act

22.1 Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Agreement.

22.2 Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these Agreement clauses.

22.3 Breach. A breach of the Agreement clauses above may be grounds for termination of the Agreement, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

23.0 Compliance with the Agreement Work Hours and Safety Standards Act

23.1 Overtime requirements. No Contractor or subcontractor contracting for any part of the Agreement work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such work week.

23.2 Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under Agreement for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

23.3 Withholding for unpaid wages and liquidated damages. FEMA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Agreement Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

23.4 Subcontracts. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

24.0 Clean Air Act

24.1 Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

24.2 Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

24.3 Contractor agrees to include these requirements in each subcontract exceeding \$100,000.00 financed in whole or in part with Federal assistance provided by FEMA.

25.0 Federal Water Pollution Control Act

25.1 Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

25.2 Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

25.3 Contractor agrees to include these requirements in each subcontract exceeding \$100,000.00 financed in whole or in part with Federal assistance provided by FEMA.

26.0 Suspension and Debarment

26.1 This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

26.2 The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

26.3 Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Agreement that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

27.0 Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000.00 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient.

28.0 Maximum use of products containing recovered materials

28.1 In the performance of this Agreement, Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired; (i) competitively within a timeframe providing for compliance with the Agreement performance schedule; (ii) meeting Agreement performance requirements; or (iii) at a reasonable price.

28.2 Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

29.0 Access to Records

29.1 Contractor agrees to provide City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

29.2 Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

29.3 Contractor agrees to provide the FEMA Administrator or the authorized representatives access to work sites pertaining to the work being completed under the Agreement.

30.0 Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund the Agreement only. Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

31.0 No Obligation by Federal Government

The federal government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the Agreement.

32.0 Program Fraud and False or Fraudulent Statements or Related Acts

Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Agreement.

33.0 Governing Law:

33.1 The laws of the State of Florida shall govern this Agreement. Venue shall be Broward County, Florida. The Agreement is not subject to arbitration. THE PARTIES EXPRESSLY WAIVE ALL RIGHTS TO TRIAL BY JURY FOR ANY DISPUTES ARISING FROM, OR IN ANY WAY CONNECTED WITH THIS AGREEMENT. THE PARTIES UNDERSTAND AND AGREE THAT THIS WAIVER IS A MATERIAL AGREEMENT TERM.

33.2 All claims, counterclaims, disputes and other matters in question between City and the Contractor arising out of, relating to or pertaining to the Agreement, the breach of it, the services of it, or the standard of performance required in it, are to be addressed by resort to non-binding mediation as authorized under the laws and rules of Florida; provided, however, that in the event of any dispute between the parties, the parties agree to first

negotiate with each other for a resolution of the matter or matters in dispute and, upon failure of such negotiations to resolve the dispute, the parties shall resort to mediation. If mediation is unsuccessful, any such matter may be determined by litigation in a court of competent jurisdiction in Broward County, Florida, or the Federal District Court of the Southern District of Florida and appropriate appellate courts for such venue and jurisdiction.

IN WITNESS OF THE FOREGOING, City and Contractor have signed this Agreement, in duplicate.

**Thomas
Schneider**

Digitally signed by Thomas Schneider
DN: cn=Thomas Schneider, o=City of
Dania Beach, ou=City Clerk,
email=tschneider@daniabeachfl.gov,
c=US
Date: 2021.02.10 18:25:25 -05'00'

THOMAS SCHNEIDER, CMC
CITY CLERK



APPROVED AS TO LEGAL FORM
AND CORRECTNESS;

Thomas J. Ansbro

Digitally signed by Thomas J. Ansbro
DN: cn=Thomas J. Ansbro, o=City of Dania Beach, ou=Legal
Department, email=tansbro@daniabeachfl.gov, c=US
Date: 2021.02.09 12:16:33 -05'00'

THOMAS J. ANSBRO, CITY ATTORNEY

CITY OF DANIA BEACH, FLORIDA,

Tamara James

Digitally signed by Tamara James
DN: cn=Tamara James, o=City of Dania
Beach, ou=Mayor,
email=tamarajames@daniabeachfl.gov,
c=US
Date: 2021.02.10 18:24:04 -05'00'

TAMARA JAMES, MAYOR

**Ana M.
Garcia**

Digitally signed by Ana M. Garcia
DN: cn=Ana M. Garcia, o=City of
Dania Beach, ou,
email=agarcia@daniabeachfl.gov,
c=US
Date: 2021.02.10 15:15:52 -05'00'

ANA M. GARCIA, ICMA-CM
CITY MANAGER

WITNESSES:

Signature

Jason Ottilige

PRINT Name

Signature

Brian Thomason

PRINT Name

CONTRACTOR:

**Bergeron Emergency Services, Inc.
a Florida corporation**

Signature

Ronald M. Bergeron, Jr.

PRINT Name

President

Title

STATE OF FLORIDA)

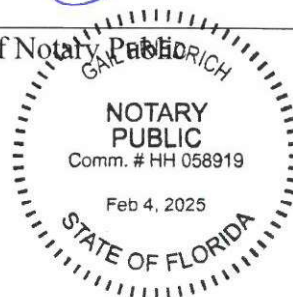
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, on 2/9/21, 2021, by Ronald Bergeron Jr, as President of Bergeron Emergency Services, a Florida corporation. He/she is personally known to me or has produced _____ as identification.

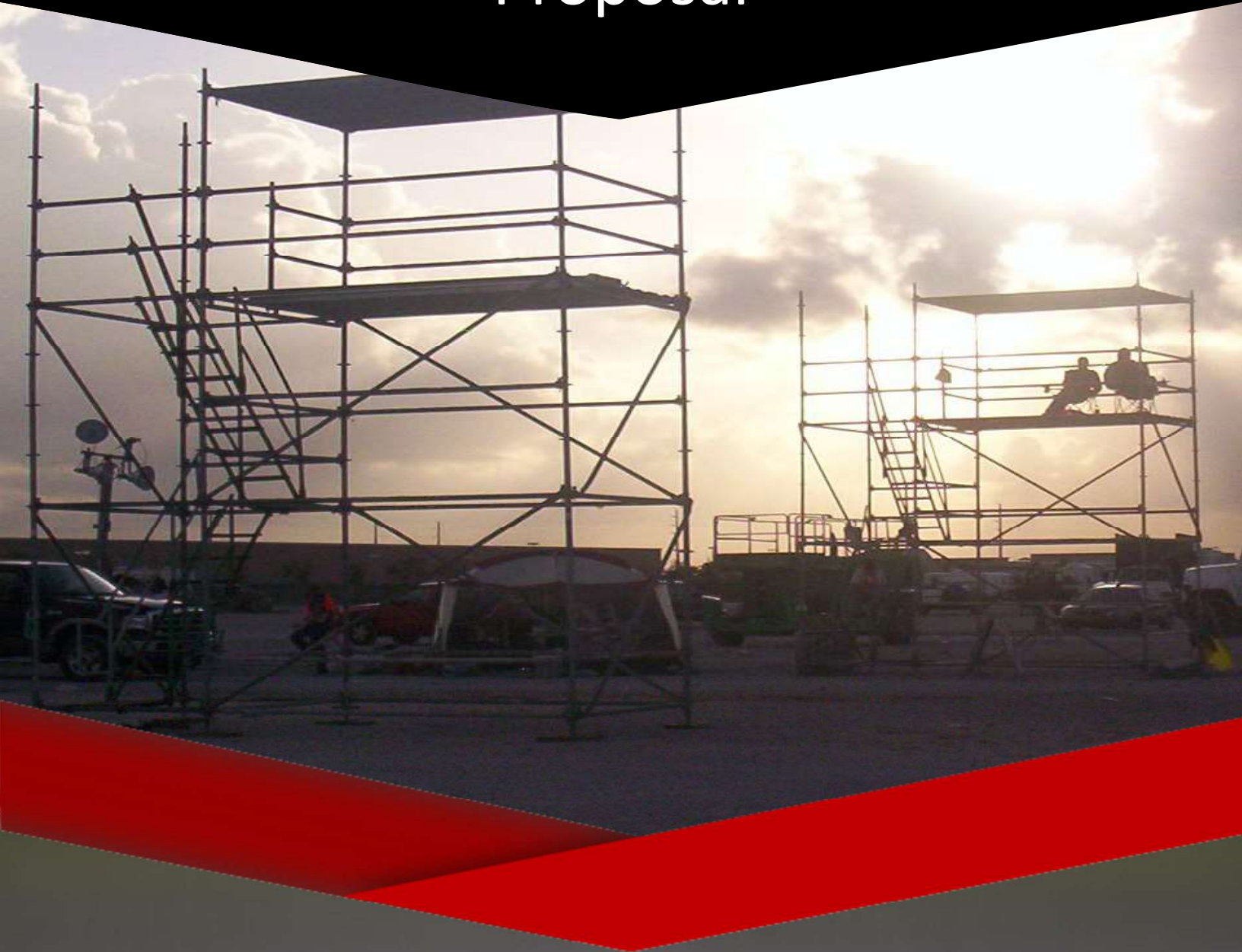
Notary Seal

Signature of Notary Public

Printed Name of Notary Public



12. Price Proposal



BERGERON
EMERGENCY SERVICES

12. PRICE PROPOSAL

Proposer Proposal Requirement

To the City Commission of the City of Dania Beach, Florida

The undersigned Proposer proposes to furnish all labor, tools, material, equipment, and supplies, and to sustain all the expense incurred in doing the Work set forth below that may be awarded the undersigned by the City of Dania Beach, Florida, through its proper officers, and to do the same strictly in accordance with the plans and Contract documents on file in the Office of the City Clerk of Dania Beach, which are referred to below and made a part of this document, at the following unit prices. The amount of hours and cubic yards in the tables below are used for response purposes only.

DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES RFP No. 20-004

Table 1

Proposal price by hour includes equipment and operator for reimbursement by FEMA for the first seventy (70) work hours, or as determined by FEMA, after the storm or as directed by FEMA. Payments based upon time and material costs are limited to work performed during the first seventy (70) work hours, or as determined by FEMA, of actual work following a disaster event.

Resource	Hourly Rate		Eight Hours		Overtime Hourly Rate		Four Hours		Factor		Twelve Hour Work Day
Superintendent w/pickup truck	\$90.00	X	8	+	\$90.00	X	4	X	1	=	\$1,080.00
Supervisor w/pickup truck	\$75.00	X	8	+	\$75.00	X	4	X	1	=	\$900.00
Wheeled Dozer w/operator	\$175.00	X	8	+	\$175.00	X	4	X	1	=	\$2,100.00
Clam Truck w/operator	\$225.00	X	8	+	\$225.00	X	4	X	1	=	\$2,700.00
Dump Truck w/operator	\$75.00	X	8	+	\$75.00	X	4	X	1	=	\$900.00
Bobcat w/operator	\$120.00	X	8	+	\$120.00	X	4	X	1	=	\$1,440.00
Chain Saw w/operator	\$39.00	X	8	+	\$39.00	X	4	X	4	=	\$936.00
Laborer	\$39.00	X	8	+	\$39.00	X	4	X	4	=	\$936.00
Traffic Control	\$39.00	X	8	+	\$39.00	X	4	X	2	=	\$624.00
Total											\$11,616.00

Table 2

Proposal price by cubic yard (CY) includes equipment and labor to collect, haul out, and delivery of storm debris at a site designated by the City after the storm in accordance with FEMA guidelines. Price includes cleanup but does not include final disposal costs.

Cost to Collect and Transport Debris to Temporary Debris Management Site (travel distance to site $0 \leq 20$ miles)	Cost per CY	X	Debris Amount in CY's	Total
Vegetative (cubic yards per FEMA guidelines)	\$9.25	X	20,000	\$185,000.00
Construction and Demolition (cubic yards per FEMA guidelines)	\$9.75	X	10,000	\$97,500.00
Total				\$116,000.00

Table 3

Cost to Transport Debris to Temporary Debris Management Site (travel distance to site $> 20 \leq 50$ miles)	Cost per CY (transport only)	X	Debris Amount in CY's	Total
Vegetative (cubic yards per FEMA guidelines)	\$9.75	X	20,000	\$195,000.00
Construction and Demolition (cubic yards per FEMA guidelines)	\$10.75	X	10,000	\$107,500.00
Total				\$302,500.00

Table 4

Proposal Price per tree and stump includes equipment and labor to cut, collect, haul out, and disposal of hazardous trees, limbs, and stumps in accordance with FEMA guidelines and includes final disposal costs.

Hazardous Tree / Limb / Stump Removal (Measured in accordance with current FEMA standards)	Unit Prices
Hazardous Limbs $\geq 2'' \leq 12''$	\$95.00
Hazardous Limbs $> 12'' \leq 24''$	\$95.00
Hazardous Limbs $> 24''$	\$95.00
Hazardous Trees	
$\geq 12'' \leq 24''$ trunk diameter	\$175.00
$> 24'' \leq 48''$ trunk diameter	\$325.00

> 48" ≤ 72" trunk diameter	\$425.00
> 72" trunk diameter	\$475.00
Hazardous Stumps	
≥ 12" ≤ 24" stump diameter	\$225.00
> 24" ≤ 36" stump diameter	\$325.00
> 36" ≤ 48" stump diameter	\$425.00
> 48" ≤ 72" stump diameter	\$525.00
> 72" stump diameter	\$575.00

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 it deems to be in the best interest of the citizens of the City of Dania Beach, or the City may reject Proposals and re-advertise. Tables 1, 2, 3, and 4 must be completed and submitted to the City. The successful Proposer will be required to enter into an Agreement with the City. The Agreement is not exclusive and is not a guarantee of work, as the City has the right to have other Contractors performing the same work. State the true, exact, correct and complete name of the partnership, corporation, or trade name under which Proposer does business, and the address of the place of business (Post Office Box is inappropriate). If a Corporation, state the name of the President, Secretary, and Resident Agent. If a Partnership, state the names of all partners. If A Trade Name, state the names of the individuals who do business under the trade name. If the firm is a foreign corporation (i.e., non-Florida), it must be authorized (registered) to do business in the State of Florida by the Florida Secretary of State.
(Please print or type)

Firm Name: Bergeron Emergency Services, Inc.

Address: 19612 SW 69th Place

Ft. Lauderdale, FL 33332

Telephone: (954) 680-6100

Fax: (866) 757-7656

Brian Thomason

Vice President of Operations

(Name)

(Title)

Jason Ottilige

Operations Manager

(Name)

(Title)

Cristal Diaz

Contract Coordinator

(Name)

(Title)

(Attach additional sheets, if necessary.)

The undersigned Proposer acknowledges that it may be required to furnish additional information as deemed necessary by the Office of the City Clerk, to update its records should it

be awarded the Work described below. The undersigned Proposer affirms that it has or will obtain all equipment necessary to complete the Work described, that he has or will obtain all required permits and licenses from the appropriate agencies, and that the firm is authorized to do business in the State of Florida.

The undersigned Proposer has not divulged to, discussed, or compared this Proposal with other Proposers, and has not colluded with any other Proposer or parties to a Proposal whatsoever. Further, the undersigned guarantees the truth and accuracy of all statements and answers contained in this Proposal. The undersigned Proposer acknowledges receipt of the Addenda listed below (if applicable) and further acknowledges that the provisions of each Addendum have been included in the preparation for this Proposal.

Addendum No.	Date Received	Addendum No.	Date
1	9/1/2020		
2	9/2/2020		

- A. Provide a concise description of the approach and process the Contractor will employ to successfully complete the work to be performed to include mobilization, operational plans, work procedures, processing systems and any specific staffing or equipment resources that will be employed by the Contractor to support the needs and objective of the City.
- B. Provide a statement demonstrating an understanding of the services and support required by this RFP. State how the Contractor will approach the project and the methodology to be used to perform the services described in the Scope of Services. The technical approach should also outline the following:
1. Ability to manage activation of multiple contracts
 2. Methods for mobilization/demobilization
 3. Operational plans and work procedures
 4. Documenting and resolving damages
 5. Invoicing and data management

DATE: September 3, 2020

FOR: Dania Beach


(Witness - Print or Type Name)
JASON OTILIKE


BY: _____
(Signature) (Seal)
Brian Thomason


(Witness - Print or Type Name)
Brian Landis

TITLE: President () Vice-President (✓)
Other: _____
Identify Title



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/22/2020

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

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

PRODUCER Brown & Brown of Florida, Inc. 220 South Ridgewood Avenue Daytona Beach FL 32114		CONTACT NAME: Denise D'Abato PHONE (A/C, No, Ext): (386) 252-9601 E-MAIL ADDRESS: ddabato@bbdaytona.com FAX (A/C, No): (386) 239-5729	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Zurich American Insurance Company	NAIC # 16535
		INSURER B: American Guarantee and Liability Insurance Company	26247
		INSURER C: Steadfast Insurance Company	26387
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 21-22 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			GLO582154908	01/01/2021	01/01/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			BAP582154708	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			AUC938225412	01/01/2021	01/01/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 PROD/C-OPS \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC582155209	01/01/2021	01/01/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	PROFESSIONAL LIABILITY ENVIRONMENTAL LIABILITY			EOC553292807	01/01/2021	01/01/2022	PROF LIAB \$1M/\$2M ENVIRONMENTAL LIAB \$10M/\$10M

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

SEE NOTES FOR POLICY COVERAGE FORMS CITY OF DANIA BEACH IS ADDITIONAL INSURED AND WAIVER OF SUBROGATION APPLIES AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER**CANCELLATION**

CITY OF DANIA BEACH 100 W. DANIA BEACH BLVD DANIA BEACH FL 33004	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Brown & Brown of Florida, Inc.		NAMED INSURED BERGERON EMERGENCY SERVICES INC	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

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

INSURER A - EQUIPMENT FLOATER
POLICY NUMBER: CPP419556500
POLICY TERM: 01/01/2021 TO 01/01/2022
LEASED/RENTED EQUIPMENT: \$750,000

CURRENT BLANKET POLICY FORMS**GENERAL LIABILITY:**

- 1.) CG2503 0509-PER PROJECT AGGREGATE
- 2.) CG2504 0509-PER LOCATION AGGREGATE
- 3.) UGL1175FCW 0413-ADDITIONAL INSURED-AUTOMATIC - OWNERS LESSESS OR CONTRACTORS-(ONGOING AND COMPLETED OPERATIONS, PRIMARY AND NON-CONTRIBUTORY)
- 4.) UGL1060ECW 0413-CONTRACTORS LIABILITY ENDORSEMENT (ADDITIONAL INSURED-LESSOR OF EQUIPMENT/ MANAGER OR LESSOR OF PREMISES/ STATE OR POLITICAL)
- 5.) CG2032 0413-ADDITIONAL INSURED - ENGINEERS, ARCHITECTS OR SURVEYORS NOT ENGAGED BY THE NAMED INSURED
- 6.) UGL925BCW 1201-WAIVER OF SUBROGATION (BLANKET) ENDT
- 7.) UGL1521ACW 1012-BLANKET NOTIFICATION TO OTHERS OF CANCELLATION OR NONRENEWAL

AUTO LIABILITY:

- 1.) UCA424ECW 0411 - COVERAGE EXTENSION ENDORSEMENT (ADDITIONAL INSURED, ADDITIONAL INSURED-LESSOR & LOSS PAYEE, WAIVER OF SUBROGATION)
- 2.) CA0450 1116-PRIMARY AND NON CONTRIBUTORY OTHER INSURANCE CONDITION
- 3.) UCA832ACW 0113-BLANKET NOTIFICATION TO OTHERS OF CANCELLATION OR NONRENEWAL
- 4.) UCA387A 0794-SCHEDULE OF LOSS PAYEE(S)

UMBRELLA LIABILITY:

- 1.) UUMB103CCW 0310-COMMERCIAL UMBRELLA LIABILITY POLICY (ADDITIONAL INSURED, PRIMARY AND NON-CONTRIBUTORY, WAIVER OF SUBROGATION)
 - 2.) UUMB722ACW 0113-BLANKET NOTIFICATION TO OTHERS OF CANCELLATION OR NONRENEWAL
- THE UMBRELLA POLICY APPLIES IN EXCESS OF THE GENERAL LIABILITY, AUTO LIABILITY AND EMPLOYERS LIABILITY

WORKERS COMPENSATION:

- 1.) WC000313 484-WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT
- 2.) WC990641A 0511-FLORIDA NOTIFICATION TO OTHERS OF CANCELLATION OR NONRENEWAL

EQUIPMENT FLOATER:

- 1.) PPP0502 0314-CONTRACTOR'S EQUIPMENT COVERAGE SOLUTIONS (LOSS PAYEE)

POLLUTION LIABILITY:

- 1.) STF-CPP-133-CCW-11/10 - CONTRACTOR'S PROTECTIVE PROFESSIONAL INDEMNITY AND LIABILITY INSURANCE-AMENDMENTS (ADDITIONAL INSURED)
- 2.) STF-CCP-144-ACW-AMENDMENT TO WAIVER OF SUBROGATION CLIENTS AND OTHERS WHERE REQUIRED BY CONTRACT

NO RESIDENTIAL EXCLUSION



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/19/2025

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

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

PRODUCER Brown & Brown Insurance Services, Inc. 3520 Thomasville Rd., Ste. 500 Tallahassee FL 32309		CONTACT NAME: Tina Graham PHONE (A/C, No, Ext): (850) 656-3747 E-MAIL ADDRESS: Tina.Graham@bbrown.com FAX (A/C, No): (850) 656-4065	
INSURED Bergeron Emergency Services, Inc 19612 SW 69th Pl Fort Lauderdale FL 33332		INSURER(S) AFFORDING COVERAGE INSURER A: GuideOne National Insurance Company INSURER B: Auto-Owners Insurance Group INSURER C: Insurance Company of the West INSURER D: INSURER E: INSURER F:	
		NAIC # 018988 27847	

COVERAGES**CERTIFICATE NUMBER:** 25-26 Master**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y		ENV562008090-03	02/01/2025	02/01/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Pollution Liability \$ 1,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			55-042686-00	02/01/2025	02/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			ENV562008091-03	02/01/2025	02/01/2026	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WFL 5064098 03	02/01/2025	02/01/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Contractors Pollution Liability Professional Liability			ENV562008090-03	02/01/2025	02/01/2026	Pollution Limit 1,000,000 Professional Limit 1,000,000

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

Blanket Additional Insured exists on the General Liability Policy per Forms CG 2010 & CG 2037. 30 Day Notice of Cancellation/10 Day Non-Pay per policy form CO 0221.

CERTIFICATE HOLDER**CANCELLATION**

CITY OF DANIA BEACH

100 W. DANIA BEACH BLVD
DANIA BEACH

FL 33004

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

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement, effected prior to the date your operations for that person or organization commenced, that such person or organization be added as an additional insured on your policy.	In respect to any location where the named insured is performing "your work".
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement, effected prior to the date your operations for that person or organization commenced, that such person or organization be added as an additional insured on your policy.	In respect to any location where the named insured is performing "your work".
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**THIRD RENEWAL BETWEEN THE CITY OF DANIA BEACH, FLORIDA
AND CUSTOM TREE CARE, INC. A FOREIGN CORPORATION
AUTHORIZED TO CONDUCT BUSINESS IN FLORIDA, FOR DISASTER
DEBRIS REMOVAL AND DISPOSAL SERVICES.**

This is the Third and final renewal (the “Renewal”) between the City of Dania Beach, Florida, a Florida municipal corporation (“City”) and Custom Tree Care, Inc., a foreign corporation authorized to conduct business in Florida (“Contractor”), with its principal mailing address of 6021 SW 29 Street, PMB #130, Topeka, Kansas 66614.

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

1. The agreement existing between the Contractor and the City of Dania Beach and any amendment(s) to it, dated February 10, 2021, along with the First Renewal dated March 22 2024 and the Second Renewal dated May 6, 2025, a copy of each are attached as composite Exhibit “A”, and made a part of and are incorporated into this Renewal by this reference, shall be considered as part of this Renewal between the City and the Contractor.
2. Pursuant to Resolution No. 2020-151, the City wishes to exercise the third and final of three (3) one (1) year renewal options with the Contractor.
3. That in all other respects, the terms of the Agreement apply to this Renewal.

SIGNATURES ON FOLLOWING PAGES

IN WITNESS of the foregoing, the parties have executed this Third Renewal
on _____, 2026.

CITY:

CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation

ATTEST:

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND
CORRECTNESS:

ANA M. GARCIA, ICMA-CM
CITY MANAGER

EVE A. BOUTSIS
CITY ATTORNEY

WITNESSES:

Signature

PRINT Name

Signature

PRINT Name

**CONTRACTOR:
CUSTOM TREE CARE, INC.
a foreign corporation**

Signature

PRINT Name

Title

Date

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, on _____, 2026, by _____, as _____ of Custom Tree Care, Inc/ a foreign corporation authorized to conduct business in Florida. He/she is personally known to me or has produced _____ as identification.

Notary Signature

Notary Seal:

Printed Name

**SECOND RENEWAL BETWEEN THE CITY OF DANIA BEACH,
FLORIDA AND CUSTOM TREE CARE, INC. A FOREIGN
CORPORATION AUTHORIZED TO CONDUCT BUSINESS IN FLORIDA,
FOR DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES.**

This is the Second (the “Renewal”) between the City of Dania Beach, Florida, a Florida municipal corporation (“City”) and Custom Tree Care, Inc., a foreign corporation authorized to conduct business in Florida (“Contractor”), with its principal mailing address of 6021 SW 29 Street, PMB #130, Topeka, Kansas 66614.

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

1. The agreement existing between the Contractor and the City of Dania Beach and any amendment(s) to it, dated February 10, 2021, along with the First Renewal dated March 22 2024, a copy of each are attached as composite Exhibit “A”, and made a part of and are incorporated into this Renewal by this reference), shall be considered as part of this Renewal between the City and the Contractor.
2. The current Agreement expired on March 11, 2025 and this Renewal is retroactive to that date and it is valid through March 11, 2026.
3. Pursuant to Resolution No. 2020-151, the City wishes to exercise the second of three (3) one (1) year renewal options with the Contractor.
4. That in all other respects, the terms of the Agreement apply to this Renewal.

SIGNATURES ON FOLLOWING PAGES

IN WITNESS of the foregoing, the parties have executed this First Renewal on
May 6, 2025.

ATTEST:

ELORA RIERA, MMC
CITY CLERK

APPROVED AS TO FORM AND
CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY



CITY:

CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation

JOYCE L. DAVIS
MAYOR

ANA M. GARCIA, ICMA-CM
CITY MANAGER

WITNESSES:

Maura Gathers

Signature

MAURA GATHERS

PRINT Name

Jeremy Britton

Signature

JEREMY BRITTON

PRINT Name

CONTRACTOR:

CUSTOM TREE CARE, INC.

a foreign corporation

Greg Gathers

Signature

GREG GATHERS

PRINT Name

PRESIDENT

Title

4/24/25

Date

STATE OF KANSAS)

COUNTY OF SNOWBEE)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, on 4/24/25, ~~2024~~, by GREG GATHERS, as PRESIDENT of Custom Tree Care, Inc/ a foreign corporation authorized to conduct business in Florida. ~~He~~/she is personally known to me or has produced _____ as identification.



Jennifer Rake

Notary Public
State of Kansas

My Appt. Expires 3-18-29

Notary Seal:

Jennike Rake

Notary Signature

Jennike Rake

Printed Name

**FIRST RENEWAL BETWEEN THE CITY OF DANIA BEACH, FLORIDA
AND CUSTOM TREE CARE, INC. A FOREIGN CORPORATION
AUTHORIZED TO CONDUCT BUSINESS IN FLORIDA, FOR DISASTER
DEBRIS REMOVAL AND DISPOSAL SERVICES.**

This is the First (the “Renewal”) between the City of Dania Beach, Florida, a Florida municipal corporation (“City”) and Custom Tree Care, Inc., a foreign corporation authorized to conduct business in Florida (“Contractor”), with its principal mailing address of 6021 SW 29 Street, PMB #130, Topeka, Kansas 66614.

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

1. The agreement existing between the Contractor and the City of Dania Beach and any amendment(s) to it, dated February 10, 2021, a copy of which is attached as Exhibit “A”, and made a part of and are incorporated into this Renewal by this reference), shall be considered as part of this Renewal between the City and the Contractor.
2. The current Agreement expires on March 11, 2024 and this Renewal is valid through March 11, 2025.
3. Pursuant to Resolution No. 2020-151, the City wishes to exercise the first of three (3) one (1) year renewal options with the Contractor.
4. That in all other respects, the terms of the Agreement apply to this Renewal.

SIGNATURES ON FOLLOWING PAGES

IN WITNESS of the foregoing, the parties have executed this First Renewal on
March 22, 2024.

ATTEST:

Elora Riera, MMC

Digitally signed by Elora Riera,
MMC
Date: 2024.03.22 15:47:09 -04'00'

ELORA RIERA, MMC
CITY CLERK

APPROVED AS TO FORM AND
CORRECTNESS:

Eve A. Boutsis

Digitally signed by Eve A.
Boutsis
Date: 2024.03.20 16:24:21
-04'00'

EVE A. BOUTSIS
CITY ATTORNEY

CITY:

CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation

Archibald J.
Ryan, IV

Digitally signed by Archibald
J. Ryan, IV
Date: 2024.03.22 15:46:45
-04'00'

ARCHIBALD J. RYAN IV
MAYOR

Ana M. Garcia,
ICMA-CM

Digitally signed by Ana M.
Garcia, ICMA-CM
Date: 2024.03.22 15:46:23
-04'00'

ANA M. GARCIA, ICMA-CM
CITY MANAGER



WITNESSES:

Connie J. McCall
Signature

Connie J. McCall
PRINT Name

Kelly D. Neukirch
Signature

Kelly D. Neukirch
PRINT Name

CONTRACTOR:

CUSTOM TREE CARE, INC.
a foreign corporation

[Signature]
Signature

GREG GATHERS
PRINT Name

PRESIDENT
Title

3/5/24
Date

STATE OF KANSAS)

COUNTY OF SHAWNEE)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, on 3/5/24, 2024, by GREG GATHERS, as PRESIDENT of Custom Tree Care, Inc/ a foreign corporation authorized to conduct business in Florida. He/she is personally known to me or has produced _____ as identification.



Jennifer Rake
Notary Public
State of Kansas

My Appt. Expires 3-18-2025

Jennifer Rake
Notary Signature

Notary Seal:

Jennifer Rake
Printed Name



CUSTTRE-03

ARIBORDY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/20/2024

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

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

PRODUCER World Insurance Associates, LLC 1415 SW Topeka Blvd Topeka, KS 66612	CONTACT NAME: Derek Rowe		
	PHONE (A/C, No, Ext): (785) 271-8097	FAX (A/C, No):	
	E-MAIL ADDRESS: drowe@peoplesinsure.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Cincinnati Specialty Underwriters Ins Co		13037
	INSURER B : Cincinnati Indemnity Company		23280
INSURED CTC Disaster Response, Inc. 6021 SW 29th St. PMB #130 Topeka, KS 66614	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X	X	CSU 0203789	2/14/2024	2/14/2025	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
	PRODUCTS - COMP/OP AGG	\$ 2,000,000						
							\$	
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			ENP 0677479	2/14/2024	2/14/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB DED ☐ RETENTION \$			ENP 0677479	2/14/2024	2/14/2025	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
							PER STATUTE	OTH-ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Excess Liability -GL			CSU 0203791	2/14/2024	2/14/2025	Limit	5,000,000
B	Scheduled Equipment			ENP 0677479	2/14/2024	2/14/2025	Limit	562,859

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The certificate holder is included as an additional insured in regards to General Liability per blanket endorsement if required by written contract on a primary & non-contributory basis. Waiver of subrogation applies per blanket endorsement if required by written contract. 30 day Notice of Cancellation applies for any reason other than nonpayment of premium.

CERTIFICATE HOLDER

CANCELLATION

City of Dania Beach 100 W Dania Beach Blvd. Dania, FL 33004	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU -
OPERATIONS AND COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, but only with respect to "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions in the performance of your ongoing operations for the additional insured;
2. The acts or omissions of those acting on your behalf in the performance of your ongoing operations for the additional insured; or
3. "Your work" performed for the additional insured and included in the "products-completed operations hazard".

If not specified otherwise in the written contract or agreement, a person's or organization's status as an additional insured under this endorsement ends one year after your operations for that additional insured are completed. The written contract or agreement must be currently in effect or become effective during the term of this Coverage Part. The contract or agreement must be executed prior to the "bodily injury", "property damage" or "personal and advertising injury" to which this endorsement pertains.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.
2. "Bodily injury" or "property damage" arising out of "your work" for which a consolidated (wrap-up) insurance program has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.
3. "Bodily injury", "property damage" or "personal and advertising injury" to any employee of you or to any obligation of the additional insured to indemnify another because of damages arising out of such injury.

4. "Bodily injury", "property damage" or "personal and advertising injury" for which the Named Insured is afforded no coverage under this policy of insurance.

C. With respect to the insurance afforded to these additional insureds, **SECTION III - LIMITS OF INSURANCE** is amended to include:

The limits applicable to the additional insured are those specified in the written contract or agreement or in the Declarations of this Coverage Part, whichever is less. If no limits are specified in the written contract or agreement, the limits applicable to the additional insured are those specified in the Declarations of this Coverage Part. The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

- D.** With respect to the insurance afforded to these additional insureds, **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance** is amended to include:

Any coverage provided herein will be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless you have agreed in a written contract or written agreement executed prior to any loss that this insurance will be primary. This insurance will be noncontributory only if you have so agreed in a written contract or written agreement executed prior to any loss and this coverage is determined to be primary.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US - PER CONTRACT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to Paragraph **8. Transfer of Rights of Recovery Against Others to Us** of **SECTION IV - CONDITIONS**:

If you have agreed, in a written contract or agreement, to provide a waiver of any right of recovery against a person or organization, we will waive any right of recovery we may have against that person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to that person or organization for which you have agreed to in a written contract to provide said waiver.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/9/2024

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

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

PRODUCER Best Insurance Group Inc. P.O. Box 67 Trussville AL 35173	CONTACT NAME: Deborah Connell PHONE (A/C, No, Ext): 205-655-2128 FAX (A/C, No): 205-655-4895 E-MAIL ADDRESS: certificates@bestinsgrp.com
INSURED CTC Disaster Response, Inc. 3722 Southwest Spring Creek Lane Topeka KS 66610-1221	CUSTTRE-01 INSURER(S) AFFORDING COVERAGE INSURER A : American Interstate Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
	NAIC # 31895

COVERAGES**CERTIFICATE NUMBER:** 1410357272**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:					EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$					EACH OCCURRENCE AGGREGATE
A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ Y ☐ N/A	Y	AVWCKS3248542024 AVWCKS3248542024	2/12/2024 2/12/2024	2/12/2025 2/12/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Officer/Members excluded from Work Comp: Maura Gathers

Work Comp - Florida, Mississippi, Oklahoma, Oregon, Kansas, Georgia, North Carolina, Texas, Indiana, Missouri, Nebraska, Virginia, Iowa, Colorado.

CERTIFICATE HOLDER**CANCELLATION**

City of Dania Beach 100 W Dania Beach Blvd. Dania Beach FL 33004	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Brian Q. Smith</i>
--	--

© 1988-2015 ACORD CORPORATION. All rights reserved.

AGREEMENT

Storm Debris Collection and Disposal

This is an Agreement ("Agreement") dated February 10, 2021, between the City of Dania Beach, Florida, a Florida municipal corporation ("City"), with its principal place of business located at 100 West Dania Beach Boulevard, Dania Beach, Florida 33004 and Custom Tree Care, Inc., a foreign corporation authorized to conduct business in Florida ("Contractor"), with its principal mailing address of 6021 SW 29 Street, PMB #130, Topeka, Kansas 66614.

WHEREAS, the City deems it to be in the best interest of the residents and citizens to accept the proposal from Contractor as the primary Contractor to perform Disaster Debris Removal and Disposal Services, in the event of a storm; and

WHEREAS, City has determined that entering into this Agreement with Contractor for the Project contemplated by this Agreement is in the best interests of the health, safety, and welfare of the citizens and residents of the City; and

WHEREAS, City and the Contractor have determined that it is in the best interests of the parties to enter into this Agreement for Storm Debris Collection and Disposal due to the potential of storms affecting the City and which will ultimately cause storm debris throughout the City that will require collection and disposal at approved disposal sites ("Project");

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and undertakings and other good and valuable consideration the receipt and sufficiency of which are acknowledged and agreed upon, the parties agree as follows:

1.0 Recitals. The foregoing "WHEREAS" clauses are true and correct and are ratified by the parties.

2.0 Definitions Wherever used in this Agreement or in the other RFP documents the following terms have the meanings indicated which are applicable to both the singular and plural:

2.1 City Representative - The City Manager, or designee, who shall have such duties and responsibilities as provided in this Agreement and by law. If the Manager shall cease to hold the position, it shall be the person so designated by the Mayor of the City.

2.2 Agreement - The written agreement between the City and Contractor covering the Work to be performed for the Project, including other Agreement and RFP Documents that are attached to the Agreement or made a part it.

2.3 Agreement Time – A time frame after a storm when the debris collection and removal should be reasonable to be performed and concluded.

2.4 Change Order – Work that is added to or deleted from the original scope of work of a contract, however, depending on the magnitude of the change, it may or may not alter the original contract amount, completion date or both.

2.5 City - The City of Dania Beach, Florida and its assigns, with which Contractor has entered into the Agreement and for which the Work is to be provided.

2.6 Agreement Documents - The Agreement Documents, to be completed by the parties through this Agreement, include this Agreement, Notice to Proceed, Certificate(s) of Insurance, additional documents which are required to be submitted under this Agreement, and all Written Amendments, Field Orders, and Work Directives issued on or after the effective date of the Agreement. Also included in entirety is RFP 20-004, and Contractor's Proposal and response to the RFP except as may be inconsistent with the terms of this Agreement.

2.7 Defective - An adjective which when modifying the Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Agreement Documents, or does not meet the requirements of an inspection, reference standard, test or approval referred to in the Agreement Documents, or has been damaged prior to final payment.

2.8 Contractor Representative - Or designee, who shall have such duties and responsibilities as provided in the Agreement.

2.9 Effective Date of the Agreement - The date indicated in the Agreement upon which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver the Agreement.

2.10 Field Order - A written order issued by the City Manager, or designee, which orders minor changes in the Work but which does not involve a change in Unit Price.

2.11 Agreement Price - The unit price tables identified in Exhibit A.

2.12 Notice to Proceed - A written notice given by City to Contractor fixing the date upon which the Agreement Time will commence to run and on which Contractor shall start to perform Contractor obligations under the Agreement Documents. A notice to proceed is issued for each storm event before work commences.

2.13 Specifications - Those portions of the Agreement Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable to them. FEMA guidelines are considered specifications.

2.14 Subcontractor - An individual, firm or corporation having a direct Agreement with Contractor or with any other Subcontractor for the performance of a part of the Project Work.

2.15 Supplier - A manufacturer, fabricator, supplier, distributor, material man, or vendor.

2.16 Unit Price - An amount stated in the Agreement as a price per unit measurement for the Work as described in the Agreement Documents.

2.17 Work - Work means services to be performed, specifically including but not limited to, furnishing labor, equipment and materials, used or incorporated in the Work as required by the Agreement Documents.

2.18 Work Directive - A written directive to Contractor issued on or after the Effective Date of the Agreement and signed by the City Manager or designee ordering an addition, deletion, or revision in the Work. A Work directive shall not change the Unit Price included in Exhibit A, but it can add additional unit pricing for additional resources needed that were not anticipated when the Agreement was executed. Work Directives can be issued for unforeseen circumstances in the best interests of the health, safety, and welfare of the citizens and residents of the City.

2.18 Written Amendment - A written amendment of the Agreement Documents, approved by the City Commission and signed by City and Contractor on or after the Effective Date of the Agreement that adds or changes significant work or makes changes to terms and conditions.

2.20 Written Notice - Shall be deemed to be duly served if delivered in person to the individual or to an officer of the Contractor or City for whom it is intended, if delivered at or sent by certified mail, return receipt requested, to the last business address known to the person who gives notice. Facsimile, electronic (includes email) or telephonic transmission shall not be considered as written notice.

3.0 Agreement Documents

3.1 The Agreement Documents as defined above, comprise the entire Agreement between City and Contractor and consists of elements to be completed by the parties through this Agreement and includes any additional documents which are required to be submitted under this Agreement, and all Written Amendments, Field Orders, and Work Directives. RFP No. 20-004, "Disaster Debris Removal and Disposal Services", FEMA Super Circular "2 CFR Chapter 2, Part 200 et al, and the CONTRACTORS proposal, are incorporated in their entirety into this Agreement. **Compliance with FEMA Super Circular "2 CFR Chapter 2, Part 200 et al." is required. See the following link to the FEMA Super Circular:**

<https://www.gpo.gov/fdsys/granule/CFR-2016-title2-voll/CFR-2016-title2-voll-part200/content-detail.html>

3.2 This Agreement and the Agreement Documents listed in Paragraph 3.1 comprise the entire agreement between City and Contractor concerning the Work. The Agreement Documents are complimentary; what is called for by one is as binding as if called for by all. The Agreement Documents will be construed in accordance with the law of the State of Florida.

3.3 The intent of the Agreement is to describe a functionally complete Project, to be completed in accordance with the Agreement Documents. Any Work, materials or equipment that may reasonably be inferred from the Agreement Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials or equipment such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of Agreement award, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Agreement Documents) shall be effective to change the duties and responsibilities of City,

Contractor, or any of their consultants, agents, employees or subcontractors from those set forth in the Agreement Documents.

3.4 City will not modify the terms and conditions to the Agreement Documents except in a manner allowed by the Agreement. Contractor covenants and agrees that City shall not be responsible for the costs above those set forth in this Agreement unless the same are set forth in a Written Amendment or Work Directive approved pursuant to the terms of this Agreement. Any and all modifications to terms and conditions issued by the authority of an entity not a party to this Agreement shall not be compensated by City.

3.5 The requirements of the Agreement Documents may be supplemented and minor variations and deviations in the Work may be authorized by the City Manager, or designee, by a written interpretation or clarification, or Field Order.

3.6 Execution of the Agreement by the Contractor is a representation that Contractor has become familiar with the local conditions and the City for which the Work is to be performed.

4.0 Scope of Work

4.1 Contractor is required to assist the City to recover after a major storm event where vegetative and construction and demolition debris are located in the City rights-of-way. Contractor must follow all Federal Emergency Management Agency ("FEMA") guidelines to reasonably assure City receives reimbursement for debris disposal services. The City has an established goal of clearing at least one (1) lane of traffic on every City street within twenty-four (24) hours after a storm event. The storm debris will be arranged for accessibility to heavy equipment so the debris can be loaded into trucks and removed to a disposal site. The Contractor shall furnish all of the materials, tools, supplies, heavy equipment, vehicles and labor necessary to perform the work. Depending on a storm as determined by the City, the materials, tools, supplies, equipment, vehicles, and labor for the emergency push must be pre-positioned or in close proximity to the City prior to the storm. In the event the City is evacuated prior to the storm, the assets do not need to be prepositioned, but must be readily available within four (4) hours after the storm. The Contractor will bear all costs associated with the Project. **Compliance with FEMA Super Circular "2 CFR Chapter 2, Part 200 et al." is required.**

Please see the following link to the FEMA Super Circular:

<https://www.gpo.gov/fdsys/granule/CFR-2016-title2-vol1/CFR-2016-title2-vol1-part200/content-detail.html>

4.2 Contractor shall provide all expertise, personnel, tools, materials, equipment, transportation, supervision and all other services and facilities of any nature necessary to execute, complete and deliver the timely removal and lawful disposal of all eligible storm-generated debris. The term "eligible," as used in this Agreement, means qualifying for emergency funding under the standards promulgated by FEMA. The term "debris," as used in this Agreement, includes all forms of disaster-generated debris, such as vegetative, demolition, construction, household goods ("white goods"), hazardous and industrial waste materials.

4.3 Contracted services will include clearing of roadways and access routes (“the emergency push”), removal and hauling of hurricane debris in the rights of way, clearing and removal of hangers, leaners, and stumps, and other Right of Entry services when determined as necessary to:

- 4.3.1 Eliminate immediate threats to life, public health, and safety.
- 4.3.2 Eliminate immediate threats of significant damage to improved public or private property.
- 4.3.3 Ensure the economic recovery of the affected community for the benefit of the community at large.

Services include:

Pre-event

- 4.3.4 Participate in meetings, workshops, training sessions and the refinement of the City Disaster Debris Management Plan.
- 4.3.5 Visit the City-designated temporary debris management site(s).
- 4.3.6 When requested by City, provide the necessary staff at the City Emergency Operations Center (EOC) to assist in the planning process.
- 4.3.7 Pre-positioning of equipment and personnel in close proximity to City prior to the storm for immediate use after the storm.

Post Event

- 4.3.8. Provide technical advice to the City.
- 4.3.9 Emergency push/road clearance in coordination with debris monitoring firm(s).
- 4.3.10 Debris collection and hauling to City-designated locations.
- 4.3.11 Provide other as-requested field services.
- 4.3.12 Provide collection tickets and reports in electronic or hard copy format, as determined by City, compatible to the debris monitoring firm(s) and City systems.
- 4.3.13 Begin immediate emergency push of vegetative and construction and demolition debris from City streets.

- 4.3.14 Objective to clear at least one (1) lane of traffic on every City street within twenty-four (24) hours.
- 4.3.15 Vegetative and construction and demolition debris collection and disposal.
- 4.3.16 Follow FEMA policies for vehicle and equipment certification and collection and disposal procedures.
- 4.3.17 Maintain documentation necessary for verification for services rendered as necessary for FEMA reimbursements to City.

4.4 These contracted services shall provide for the cost effective and efficient removal and lawful disposal of debris on all public streets, roads, and other rights-of-way, including any other locally-owned facility or site as may be directed by the City, and in accordance with federal requirements. Agreement services will only be performed when requested and as designated by the City, by approved Work Authorization issued by the City. Contractor shall load and haul the debris from within the legal boundaries of the City to a site(s) specified by the City. Contractor shall use mechanical equipment to load and reasonably compact debris into the trucks and trailers.

4.5 Contractor is the City's contractor for storm debris collection and disposal and is expected to provide sufficient resources after the storm to perform the work. However, this is not a guarantee of work. City reserves the right to assign work to various contractors, at its sole discretion. Depending on the intensity of the storm, Contractor represents it has the ability to provide sufficient work forces and equipment after a storm for the performance of the Contractor and the City reserves the right to utilize one or more other contractors determined solely by the City. This approach will provide the City with the maximum flexibility to adequately react to the unknown variables of a storm event.

4.6 City reserves the right to approve in writing all subcontractors hired by the Contractor and to require the Contractor to dismiss a subcontractor upon request.

4.7 Contractor shall load and haul all eligible debris to an approved and certified temporary debris management site (TDMS) or other disposal destination, as specified by the City. All collection and hauling will be consistent with federal and state requirements applicable to the disaster event. The Contractor will ensure compliance with instructions from the City regarding the collection, hauling and disposal of hazardous wastes and other categories of debris.

4.8 Payment will be made to Contractor based on verification of the load tickets and verification that the debris was handled in accordance with FEMA requirements.

4.9 Contractor shall invoice City for debris handling regularly and for no more than thirty (30) day periods.

4.10 It is understood that the City's intent is to have the work performed and paid for in a manner consistent with FEMA reimbursement regulations. Payment will only be made for debris that FEMA determines eligible. In addition, payments based upon time and material costs

are limited to work performed during the first seventy (70) hours of work, or for a period as determined by FEMA rules, of actual work following a disaster event.

4.11 Contractor agrees to perform contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations, and permits. Only the highest quality workmanship will be acceptable. Services, equipment and workmanship not conforming to the intent of Agreement or meeting the approval of the City may be rejected. Replacements, rework or both, completed as required, will be accomplished on a timely basis at no additional cost to the City. Contractor shall ensure that its workers, and those of its subcontractors, if any, are sufficiently trained on the scope of work, and the work to be done in order for the City to be reimbursed by FEMA for eligible debris removal.

4.12 Contractor shall provide a copy of the Contractor's General Operations Plan within seven (7) days following the execution of this Agreement with the City. The City will approve the General Operations Plan prior to its implementation within the City. The Contractor shall have the authority to implement all actions required to begin the performance of contracted services as set out in this Agreement and Contractor's General Operations Plan.

4.13 When a Notice to Proceed is given by City to the Contractor prior to a storm event, the Contractor is expected to pre-position equipment in close proximity to the City for immediate use after the storm winds subside to a safe level (under 40 miles per hour) and begin the emergency push. Contractor will make all necessary arrangements to mobilize a minimum of 50% of the required resources for the emergency push within two (2) hours and 100% of the required resources within eight (8) hours for the emergency push. Contractor will make all necessary arrangements to mobilize a minimum of 50% of the required resources within seventy-two (72) hours and 100% of the required resources within one hundred and twenty (120) hours to commence and conduct the storm debris collection and removal. The City may take actions as necessary to address the failure of the Contractor to mobilize resources on the schedule required by the City.

4.14 All Work shall be scheduled through the City Public Services Director or designee. Contractor will begin the emergency push immediately after a storm.

4.15 The Contractor shall preserve from damage all property adjacent to the Work sites. The Contractor shall erect and maintain all necessary barricades, suitable and sufficient red lights, danger signals, signs, and post flagmen, and shall take all necessary precautions for the protection of the Work and safety of the public. The Contractor is required to repair or replace any damages made to public and private property.

4.16 Contractor shall provide a safe and clean working environment for performing the services pursuant to this Agreement.

4.17 Contractor means and method of debris collection will be performed in a manner that does not leave storm debris and material on the streets. A combination of front end loaders and clam shell trucks will be used for debris removal. Immediately after storm debris piles are removed by large equipment, Contractor will ensure that the remains of the piles are also collected and hauled away. Contractor shall not leave storm debris and materials in the rights of way.

4.18 Contractor representative is not employed by or affiliated with the City's Storm Debris Collection Monitoring and FEMA Public Assistance Grant Administrator Contractor.

5.0 Agreement Period

5.1 The initial Agreement period is for three (3) years beginning on _____ 1, 2020 and expiring on May 31, 2023. The Agreement can be extended for three (3) additional one (1) year periods with the written approval of the City Manager and Contractor executed no less than sixty (60) days prior to the expiration date. Unit prices will remain firm for the first three-year term and the City Manager may negotiate and approve reasonable price adjustments in the subsequent Contract years as long as acceptable within FEMA guidelines.

5.2 Contractor agrees that all Work shall be prosecuted regularly, diligently and uninterrupted at such rate of progress as will ensure full completion of it within a time specified by City. Failure to achieve timely, completion shall be regarded as a breach of this Agreement and subject to the appropriate remedies. A specific time limit on the period of performance for the work to be done will be identified for each storm event depending on the amount of debris that needs to be collected and disposed of. The City Manager will issue a written notice to proceed for each storm event.

6.0 Agreement Price and Payment

The City agrees to pay Contractor unit pricing for the faithful performance of the Services of this Agreement. Prices for work completed by the Contractor are reflected in Contractor's proposal. Mobilization, stand-by costs, and reduction in productivity are included in the Agreement price. Contractor will be paid unit pricing for Work as reflected in Contractor's Proposal attached as Exhibit A. All work will be paid on unit prices. Payment will be made only for Work that FEMA determines eligible. Payments will be made pursuant to Article 17 of this Agreement.

7.0 Contractor Responsibilities

In addition to those responsibilities enumerated in Article 4.0 above, the Contractor shall be responsible for the following:

7.1 Contractor shall bear all of its own operating costs and is responsible for all permit and license fees, and maintenance of its own trucks and equipment to keep such property in a condition and manner adequate to accomplish contracted services. Upon receipt and acceptance of full documentation of the performance of services and an accurate invoice as specified by the City, the Contractor shall be reimbursed on a unit price basis as specified in the Agreement.

7.2 In addition, all costs related to labor, materials, and equipment shall be fair, reasonable, and consistent with costs set forth in the most current version of the FEMA Schedule of Equipment Rates, to be applied at all times for implementation of the Agreement. The City will not pay higher costs than the FEMA approved rate, or in a manner inconsistent with FEMA reimbursement regulations, regardless of what is identified in the proposal or Agreement.

7.3 The Contractor shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. Contractor will be required to provide debris volume estimates in support of proposed costs. Contractor will provide hard copies of volume estimates and all supporting documentation in order to determine if the methodology that the Contractor used to estimate debris was an acceptable and reasonable methodology.

7.4 As an inducement for City to enter into this Agreement, Contractor has represented an expertise in storm debris collection and removal following FEMA guidelines for approved collection methods, record keeping, and reimbursement by FEMA for the Work. In reliance upon those representations, City retained Contractor to provide storm debris collection and removal services. Contractor shall be liable for any negligence or breach of any other legal duty to the extent and in the manner as set forth in this Agreement.

7.5 Contractor shall supervise and direct the Work competently and efficiently, devoting such attention to it and applying Contractor's best skill, attention and expertise. In coordination with the City, Contractor shall be responsible for and have control over the means, methods, techniques, sequences and procedures of construction. Contractor shall be responsible to see that the finished Work complies with FEMA guidelines.

7.6 During the progress of on-site work, Contractor shall provide full-time competent project supervision and any necessary assistants. The Contractor may, with the permission of the City Manager, or designee, schedule prosecution of the Work during times not otherwise allowable for work within the City as restricted by City ordinance.

7.7 The day-to-day management of the Project Subcontractors' schedules and requests for payment shall be conducted by a competent project manager. The project manager will regularly coordinate with the City Manager or designee and the City's debris collection monitor.

7.8 Contractor shall provide and pay for competent, suitably qualified personnel to perform the Work. Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. Contractor shall at all times maintain good discipline and order for the Work.

7.9 Contractor shall furnish, pay for and assume full responsibility for all materials, equipment, transportation, machinery, tools, appliances, water, heat, utilities and all other facilities and services necessary for the furnishing, performance, testing, start-up, mobilization, and proper completion of the Work.

7.10 Contractor shall be fully responsible to City for all acts and omissions of the Contractor's employees, subcontractors, suppliers and other persons directly or indirectly employed by its subcontractors, suppliers and of persons for whose acts any of them may be liable and any other persons and organizations performing or furnishing of the Work under a direct or indirect Agreement with Contractor. Nothing in the Agreement Documents shall create any contractual relationship between City and any such subcontractor, supplier or other person or organization, nor shall it create any obligation on the part of City to pay or to see to the payment of any monies due any such subcontractor, supplier or other person or organization except as may otherwise be required by laws and regulations.

7.11 All Work performed for Contractor by a subcontractor will be pursuant to an appropriate agreement between Contractor and the subcontractor which specifically binds the subcontractor to the applicable terms and conditions of the Agreement Documents for the benefit of City, and consistent with a subcontract plan. Contractor must submit a subcontract plan including a clear description of the percentage of the work the Contractor may subcontract out and a list of subcontractors the Contractor plans to use.

7.12 Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others.

7.13 Contractor shall comply with and give all notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to the performance of the Work. City shall not be responsible for monitoring Contractor's compliance with any laws and regulations.

7.14 Contractor shall pay all sales, consumer, use and other similar taxes required to be paid in accordance with the laws and regulations of the State of Florida and its political subdivisions. Contractor is responsible for reviewing the pertinent state statutes involving such taxes and complying with all requirements. City shall pay all tipping or disposal fees assessed, incurred, or charged at the temporary debris management site (TDMS) if any TDMS is used by the City, or other disposal destination that is specified by the City.

7.15 Contractor shall confine equipment, the storage of materials and equipment and the operations of workers to the Project areas and shall not unreasonably encumber any areas with equipment or other materials, particularly on private property. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant of them or of any land or areas contiguous to them, resulting from the performance of the Work. Should any claim be made against City by any such owner or occupant because of the performance of the Work, Contractor shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim. The general indemnification provided elsewhere in the Agreement Documents specifically applies to claims arising out of Contractor's Work.

7.16 Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work to prevent damage, injury and loss to all employees performing the Work and other persons and organizations who may be affected by it and to all the Work and materials and equipment to be incorporated in it. Contractor shall provide a safe and clean working environment.

7.17 Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons and property and to protect them from damage, injury or loss.

7.18 If required by City, Contractor shall promptly, as directed, either correct all defective Work or, if the Work has been rejected by City, remove it and replace it with non-defective Work. Contractor shall bear all direct costs of such correction or removal (including but not limited to fees and charges of engineers, architects and other professionals) made necessary by such actions.

7.19 Contractor will provide all necessary cooperation with the City's Storm Debris Monitoring Firm ("Monitoring Firm"). Contractor understands that City will be seeking reimbursement from FEMA for the Work, and that FEMA and the Monitoring Firm will require specific reporting and documentation from the Contractor. The Contractor shall participate in all monitoring by FEMA and the City's Monitoring Firm, and provide all documentation requested by FEMA and the City's Monitoring Firm for City's reimbursement for payments for the Work. In the event the City's reimbursement is denied solely as a result of Contractor's failure to comply with this paragraph, City shall have a right to recover all such non-reimbursed payments from Contractor.

7.20 In the event of post-event payment reviews and audits by any governmental entity that reimbursed the City for storm collection and disposal services and collection monitoring services, Contractor shall provide all required documentation in its possession related to such review and audit.

7.21 Environmental Protection - Any and all fluids or chemicals (work-related materials such as oil-drip, absorbents, etc.) used by the Contractor(s) must be used and disposed of in accordance with all rules and regulations of local, state and federal regulatory agencies. Contractor(s) and subcontractors shall not perform maintenance on over-the-road equipment at DMS(s). Maintenance of equipment that typically remain at the DMS (e.g., track hoes, front end loaders, grinders, etc.) may be conducted at the DMS provided best management practices are followed and all wastes are managed and disposed of in accordance with all rules and regulations of local, state and federal regulatory agencies. The Contractor(s) shall, at its own expense, ensure that noise and dust pollution is minimized to comply with all City and County and state laws and the approval of the City Debris Manager. The Contractor(s) shall comply in a timely manner with all directions of the City Debris Manager regarding the use of a water truck or other approved dust abatement measures. The Contractor(s) shall comply with all laws, rules, regulations and ordinances regarding environmental protection.

The Contractor(s) shall immediately report and document all incidents to the City Debris Manager or the authorized representative that affect the environmental quality of DMS(s) such as, but not limited to, hydraulic fluid leaks, oil spills or fuel leaks. The Contractor must notify the City regarding any fluid or chemical spillage so that the City or its authorized representative can review and approve of the cleanup. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

The Contractor shall take immediate containment action as necessary to minimize the effect of any spill or leak. Cleanup shall be done in accordance with applicable federal, state and local laws and regulations. Petroleum, oil, and lubricant spills shall be reported to the National Response Center, Broward County Environmental Protection Department and the City Debris Manager immediately following discovery. A written follow-up shall be submitted to the City Debris Manager not later than 7 days after the initial report. The written report shall be in narrative form and, as a minimum, shall include the following.

- Description of the material spilled (including any identity, quantity, etc.)
- Determination as to whether or not the amount spilled is EPD/DEP reportable and when and to whom it was reported.
- Exact time and location of spill, including description of the area involved.
- Receiving waters (including, but not limited to canals and drainage areas)
- Cause of incident and equipment and personnel involved.
- Injuries or property damage.
- Duration of discharge.
- Containment procedure implemented.
- Summary of all communications the Contractor has had with press or other officials.
- Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.

8.0 Defective Work

If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Agreement Documents, City may order Contractor to stop the Work, or any portion of it, until the cause for such order has been eliminated; however, this right of City to stop the Work shall not give rise to any duty on the part of City to exercise this right for the benefit of Contractor or any other party.

9.0 City Manager Responsibilities

9.1 City Manager, or designee, such designation to be made in writing, will be City's contact person during the work period and until final close-out of the Project.

9.2 City Manager, or designee, will make visits to the work areas to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Agreement Documents. City Manager's, or designee's, efforts will be directed toward providing for City a greater degree of confidence that the completed Work will conform with FEMA guidelines and Agreement Documents.

9.3 City Manager, or designee, will issue, with reasonable promptness, such written clarifications or interpretations of the technical requirements of the Agreement Documents as City Manager or designee may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Agreement Documents. Should Contractor fail to request interpretation of questionable items in the Agreement Documents, City will thereafter not entertain any excuse for failure to execute the Work in a satisfactory manner, or for payment of work claimed by Contractor that is not authorized by the terms of this Agreement.

9.4 City Manager, or designee, will interpret and decide matters concerning performance under the requirements of the Agreement Documents upon written request of either City or Contractor. City Manager, or designee, will make initial decisions on all claims, disputes or other matters in question between City and Contractor. Written notice of each such claim, dispute or other matter will be delivered by claimant to City Manager, or designee, and the other party but in no event later than ten (10) calendar days after the occurrence of the event giving rise to it, together with written supporting data.

9.5 In the event City and Contractor disagree upon whether Contractor is entitled to be paid for Work required by City, or in the event of any other disagreements over the scope of Work included within the Agreement Price, City and Contractor agree to negotiate in good faith to resolve the issue amicably. As part of the negotiation process, Contractor shall furnish City with a good faith estimate of the costs to perform the disputed Work in accordance with City's interpretations. If the parties are unable to agree, and City expects Contractor to perform the Work in accordance with City's interpretations, Contractor shall proceed to perform the disputed Work, conditioned upon City issuing a written order to Contractor directing Contractor to proceed and specifying City's interpretation of the Work that is to be performed.

9.6 City Manager or designee is authorized to make Field Orders and execute Work Directives in the best interests of the health, safety, and welfare of the citizens and residents of the City.

10.0 Insurance

UPON EXECUTION OF THE AGREEMENT, THE CONTRACTOR SHALL SUBMIT CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT THE CITY OF DANIA BEACH IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGE AND THE OPERATIONS OF THE CONTRACTOR UNDER THE AGREEMENT.

10.1 The coverages are specified in the RFP and are incorporated by this reference. The Certificates of Insurance shall not only name the types of policies provided, but shall also specifically refer to this Agreement and shall state that such insurance is as required by Article 10 and its subparts of this Agreement. Contractor shall not commence work under this Agreement until after Contractor has obtained all of the minimum insurance herein described and the policies of such insurance detailing the provisions of coverage have been received and approved by City. Contractor shall not permit any Subcontractor to begin work until after similar minimum insurance to cover Subcontractor has been obtained and approved. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the term of this Agreement, then in that event, Contractor shall furnish a renewed Certificate of Insurance as proof that equal and like coverage and extension is in effect. Contractor shall not continue to perform the services required by this Agreement unless all required insurance remains in full force and effect.

10.2 Insurance Companies selected must be acceptable to the City. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, or renewal refused until at least thirty (30) calendar days written notice has been given to City by regular mail.

10.2.1 Workers' Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, United States Longshoremen's and Harbor Worker's Act, the Federal Employer's Liability Act, and the Homes Act shall be provided with a minimum of One Million dollars (\$1,000,000) limit, and One Hundred Thousand dollars (\$100,000) per accident. Contractor agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

10.2.2 Comprehensive Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by the Contractor in the performance of the work with the following minimum limits of liability:

\$1,000,000 Combined Single Limit, Bodily Injury and Property Damage Liability, per occurrence.

10.2.3 Comprehensive General Liability Insurance (occurrence form) with the following minimum limits of liability:

\$1,000,000 Combined Single Limit, Bodily Injury and Property Damage Liability, per occurrence and \$2,000,000 annual aggregate

Comprehensive General Liability coverage. City shall be named as an additional insured.

10.2.4 Coverage must be offered in a form no more restrictive than the latest edition of the Comprehensive General Liability Policy without restrictive endorsements, as filed by the Insurance Services Office and shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

- 10.2.4.1 Premises and Operations;
- 10.2.4.2 Independent Contractors;
- 10.2.4.3 Product and Completed Operations Liability;
- 10.2.4.4 Broad Form Property Damage;
- 10.2.4.5 Broad Form Contractual Coverage applicable to Agreement;
- 10.2.4.6 Personal Injury Coverage;
- 10.2.4.7 Explosion, collapse, underground coverage (XC-U)

10.3 The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the following minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

10.4 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against City with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.

10.5 The Contractor shall ensure that any company issuing insurance to cover the requirements contained in this Agreement agrees that they shall have no recourse against City for payment or assessments in any form on any policy of insurance.

10.6 The clauses "Other Insurance Provisions" and "Insurers Duties in the Event of an Occurrence, Claim or Suit" as it may appear in any policy of insurance in which City is named as an additional named insured shall not apply to City. City shall provide written notice of occurrence within fifteen (15) business days of City's actual notice of such an event.

10.7 The Contractor agrees to perform the Work under the Agreement as an independent Contractor, and not as a Subcontractor, agent or employee of City.

10.8 Contractor shall require each of its Subcontractors of any tier to maintain the insurance required herein for each category, and Contractor shall provide verification thereof to City upon request of City.

10.9 Violation of the terms of this Article and its subparts, including without limitation, a lapse or cancellation of any required insurance, shall constitute a breach of the Agreement and City, at its sole discretion, may cancel the Agreement and all rights, title and interest of the Contractor shall thereupon cease and terminate.

10.10 City shall not be responsible for purchasing and maintaining any insurance to protect the interests of Contractor, Subcontractors or others on the Work; provided that should the insurance outlined above be canceled for any reason, the City shall have the right to purchase equivalent insurance and charge the cost of that insurance against any amount due the Contractor under the terms of this Agreement, or find the Contractor in default and terminate this Agreement; provided, that City specifically reserves all statutory and common law rights and immunities and nothing herein is intended to limit or waive same including, but not limited to, the procedural and substantive provisions of Section 768.28, Florida Statutes and Section 95.11, Florida Statutes.

11.0 Performance and Payment Bonds

Contractor shall execute and furnish to City a Performance Bond and a Payment Bond when issued a Notice to Proceed for a storm event, each written by a corporate surety, having a resident agent in the State of Florida. The surety company shall have at least the following minimum qualification in accordance with the latest edition of A.M. Best's Insurance Guide, published by Alfred M. Best Company, Inc., Ambest Road, Oldwick, New Jersey 08858: A to A+. The penal sum stated in each Bond shall be the amount equal to the total one hundred and twenty-five percent (125%) of the amount payable under the terms of the Agreement. The Performance Bond shall be conditioned that the Contractor perform the Work in the time and manner prescribed in the Agreement. The Payment Bond shall be conditioned that the Contractor promptly make payments to all persons who supply the successful Proposer with labor, materials and supplies used directly or indirectly the prosecution of the Work. Pursuant to the requirements of Section 255.05(1)(a), Florida Statutes, it shall be the duty of the Contractor to record the aforesaid Performance and Payment Bonds in the public records of Broward County, with the successful Proposer to pay all recording costs.

12.0 Warranties; Tests; Inspections; and Correction of Defective Work

12.1 The Contractor warrants that all services will be performed in a workmanlike manner.

12.2 Contractor warrants to the City that it will comply with all applicable federal, state and local laws, regulations, and orders, including without limitation those issued by FEMA in carrying out its obligations under the Agreement.

12.3 Contractor warrants to the City that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Agreement.

12.4 Contractor warrants to the City that the consummation of the Work provided for in the Agreement Documents will not result in the breach of any term or provision of, or constitute a default under any indenture, mortgage, Agreement, or agreement to which the Contractor is a party.

12.5 No warranty, either express or implied, may be modified, excluded or disclaimed in any way by Contractor. All warranties shall remain in full force and effect, notwithstanding acceptance and payment by City.

12.6 Contractor warrants to City that the consummation of the work provided for in the Agreement documents will not result in the breach of any term or provision of, or constitute a default under any indenture, mortgage, Agreement, or agreement to which Successful Proposer is a party.

12.7 Contractor shall furnish all guarantees and warranties to the Public Services Department prior to final acceptance and payment. The warranty period shall commence upon final acceptance of the product.

12.8 Conditions of Material

All materials and products supplied by the Proposer in conjunction with this proposal shall be new, warranted for their merchantability, fit for a particular purpose, free from defects and consistent with industry standards. The products shall be delivered to the City in excellent condition. In the event that any of the products supplied to the City are found to be defective or do not conform to the specifications, the City reserves the right to return the product to the Contractor at no cost to the City.

12.9 Copyrights Or Patent Rights

The Proposer warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of this Agreement. The Contractor agrees to hold the City harmless from all liability, loss or expense occasioned by any such violation.

12.10 Safety Standards

The Proposer warrants that the product(s) supplied to the City shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970 as amended, and shall be in compliance with Chapter 442, Florida Statutes as well as any industry standards, if applicable. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).

13.0 Public Records

13.1 Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Owner.

13.2 Upon request from the Owner custodian of public records, Contractor shall provide the Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

13.3 Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Owner.

13.4 Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the City Manager, at no cost to the Owner, within seven (7) days. All such records stored electronically by Owner shall be delivered to the Owner in a format that is compatible with the Owner's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

13.5 Any compensation due to Contractor shall be withheld until all records are received as provided in this Article.

13.6 Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Owner.

Section 119.0701(2)(a), Florida Statutes

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

Custodian of Records: THOMAS SCHNEIDER, CITY CLERK
Mailing Address: 100 W. Dania Beach Boulevard
Dania Beach, Florida 33004

Telephone number: 954-924-9800, Ext. 3623

Email: tschneider@daniabeachfl.gov

14.0 Changes in Work

14.1 City, without invalidating this Agreement, may order additions, deletions or revisions to the Work. Such additions, deletions or revisions shall be authorized by a Written Amendment, or Work Directive executed by the City Manager. All Agreement amendments and modifications will be in writing.

14.2 No claim against City for extra Work in furtherance of such Written Amendment or Work Directive shall be allowed.

15.0 Contractor Indemnification

The Indemnification provision in the RFP is incorporated in the Agreement by this reference.

16.0 Contracting with Small and Minority businesses, Women's Business Enterprises, and Labor Surplus Area Firms

The RFP provision in the RFP is incorporated in the Agreement by this reference.

17.0 Payments and Completion of Work

17.1 Contractor may requisition payments for Work completed during the Project at intervals of not more than once a month, with each invoice covering a period of no more than thirty (30) days. The Contractor's requisition shall show a complete breakdown of the Project components, the quantities completed and the amount due, together with a certification by the Contractor that the Contractor has disbursed to all subcontractors and suppliers their pro-rata shares of the payment out of previous progress payments received by the Contractor for all Work completed and materials furnished in the previous period or properly executed releases of liens by all Subcontractors, suppliers and materialmen who were included in the Contractor's previous applications for payment, and any other supporting documentation as may be required by the City Manager or designee or Agreement Documents. Each requisition shall be submitted in duplicate to the City Manager, or designee, for approval; City shall have thirty (30) business days to approve or disapprove the requisition. If the requisition is not approved, the reasons therefor shall be stated with particularity. The City shall make payment to the Contractor within fifteen (15) calendar days after approval by the City Manager, or designee, of the Contractor's requisition for payment.

17.2 The final application for payment shall be accompanied by: (1) complete and legally effective releases or waivers of all liens arising out of or filed in connection with the Work; or (2) Contractor's receipts in full covering all labor, materials and equipment for which a lien or claim could be filed; or (3) a final affidavit stating that all laborers, materialmen, suppliers and subcontractors who worked for Contractor under this Agreement have been paid in full or if the fact be otherwise, identifying the name of each lienor/claimant who has not been paid in full and the amount due or to become due each for labor, services or materials furnished. If any Subcontractor or supplier fails to furnish a release or receipt in full, Contractor may furnish a bond satisfactory to City to indemnify City against any lien or claim.

17.3 If, on the basis of City Manager's, or designee's, observation of the Work during debris collection and removal and final inspection, and City Manager's, or designee's, review of the final Application for Payment and accompanying documentation, City Manager, or designee, is satisfied that the Work has been completed in accordance with the Agreement Documents and Contractor's other obligations under the Agreement Documents have been fulfilled, City Manager, or designee, will, present the Application to City for payment. Otherwise, City Manager, or designee, will return the Application to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application. Fifteen (15) calendar days after presentation to City of the Application and accompanying documentation, in appropriate form and substance, the amount recommended by City Manager, or designee, will become due and will be paid by City to Contractor.

17.4 Final payment, constituting the entire unpaid balance of the Agreement Price shall be paid by the City to the Contractor when the Work has been completed in accordance with the Agreement Documents, the Agreement has been fully performed, and a final certificate for payment has been issued by the City Manager, or designee. The making of final payment shall constitute a waiver of claims by City except those arising from:

17.4.1 Liens, claims, security interests or encumbrances arising out of this Agreement and unsettled.

17.4.2 Faulty or defective Work and latent defects discovered after acceptance.

17.4.3 Failure of the Work to comply with the requirements of the Agreement Documents.

17.4.4 Terms of special warranties required by the Agreement Documents.

17.4.5 Any of Contractor's continuing obligations, including without limitation warranties, under this Agreement.

17.5 The acceptance of final payment by Contractor or the Subcontractor for materials and supplies shall constitute a waiver of claims by that payee except those previously made in writing and identified by payee as unsettled at the time of final application for payment.

17.6 The City may withhold in whole or in part, final payment or any progress payment to such extent as may be necessary to protect itself from loss on account of:

17.6.1 Defective Work not remedied.

17.6.2 Claims filed or reasonable evidence indicating the probable filing of claims by other parties against the Contractor.

17.6.3 Failure of the Contractor to make payment to Subcontractors or suppliers for materials or labor.

17.6.4 Damage to another contractor not remedied.

17.6.5 Failure to carry out the Work in accordance with the Agreement Documents.

17.7 When the above issues are removed or resolved or the Contractor provides a surety bond or a consent of surety satisfactory to the City which will protect the City in the amount withheld, payment may be made in whole or in part.

18.0 City's Termination of Agreement

18.1 It is expressly understood and agreed that the City may terminate this Agreement, in total or in part, at any time for cause or convenience without penalty. In that event, the City's sole obligation to the Contractor shall be payment for services for work previously authorized and performed. Such payment shall be determined on the basis of the hours or percentage of work performed by the Contractor up to the time of termination. Upon such termination, the City may, without penalty or other obligation to the Contractor, elect to employ other persons to perform the same or similar services. City may terminate the Agreement upon the occurrence of any one or more of the following events:

18.1.1 If Contractor commences a voluntary case under any chapter of the Bankruptcy Code as now or hereafter in effect, or if Contractor takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency.

18.1.2 If a petition is filed against Contractor under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against Contractor under any other federal or state law in effect at the time relating to bankruptcy or insolvency.

18.1.3 If Contractor makes a general assignment for the benefit of creditors.

18.1.4 If a trustee, receiver, custodian or agent of Contractor is appointed under applicable law or under an agreement, whose appointment or authority to take charge of property of Contractor is for the purpose of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of Contractor's creditors.

18.1.5 If Contractor admits in writing an inability to pay its debts generally as they become due.

18.1.6 If Contractor persistently fails to perform the Work in accordance with the Agreement Documents (including but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule as same may be revised from time to time).

18.1.7 If Contractor disregards laws or regulations of any public body having jurisdiction, state and FEMA guidelines, or acceptable safety practices.

18.1.8 If Contractor otherwise violates in any substantial way any provisions of the Agreement Documents.

18.2 City reserves the right to terminate this Agreement immediately for unsatisfactory performance. In such case Contractor shall not be entitled to receive any further payment for additional work performed.

18.3 Termination for convenience/no cause. Upon fourteen (14) calendar days' written notice to Contractor, City may, without cause and without prejudice to any other right or remedy, terminate this agreement for City's convenience, without any reason and at any time, whenever City determines that such termination is in the best interests of City. Where the Agreement is terminated for the convenience of City, the notice of termination to Contractor must state that the Agreement is being terminated for the convenience of City under the termination clause, the effective date of the termination and the extent of termination. Upon receipt of the notice of termination for convenience, Contractor shall promptly discontinue all Work at the time and to the extent indicated on the notice of termination, terminate all outstanding subcontractors to the extent that they relate to the terminated portion of the Agreement, and refrain from placing further orders and subcontracts. Except as set forth below, Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

18.4 Termination for Cause. If the Contractor fails to provide the Services, or shall in any other manner commit a breach of the Agreement and fails to remedy the same within five (5) calendar days after written notice from the City, the City may terminate the Agreement resulting from the RFP without any further notice to the Contractor. City representatives will review the Services periodically to assure that the requirements of the Agreement are being met. If any portion of the Services are unsatisfactory, the Contractor shall be contacted, and the discrepancies corrected at no additional cost to the City. Failure on the part of the Contractor to comply with the conditions, terms, specifications and requirements of the Proposal shall be just cause for cancellation of the Proposal award. The City shall be the sole judge of nonperformance.

18.5 Liquidated Damages

Should the Contractor fail to complete requirements set forth in this scope of work, the City will suffer damage. The amount of damage suffered by the City is difficult, if not impossible to determine at this time. Therefore, the Contractor shall pay the City, as liquidated damages, the following:

- a. The Contractor shall pay the City, as liquidated damages, \$1,000.00 per calendar day of delay to mobilize in the City with the resources required to begin debris removal operations, within seventy-two (72) hours of being issued a Notice to Proceed.
- b. The Contractor shall pay the City, as liquidated damages, \$500.00 per load of disaster debris collected in the City that is not disposed of at a City approved DMS or City approved Final Disposal Site and any associated fines levied by a third party. Application of liquidated damages does not release the Contractor of all liability associated with hauling and depositing material to an unauthorized location.
- c. The Contractor shall pay the City, as liquidated damages, \$500.00 per incident where the Contractor fails to repair damages that are caused by the Contractor or a subcontractor(s). Application of liquidated damages does not release the Contractor from the responsibility of resolving or repairing damages.

The amounts specified above are mutually agreed upon as reasonable and proper amount of damage the City should suffer by failure of the Contractor to complete requirements set forth in the scope of work.

18.6 Change Orders

The City, without invalidating this Agreement, may order additions, deletions or revisions to the Work. A written Amendment, Change Order or Work Change Directive shall authorize such additions, deletions or revisions. All Change Orders which, individually or when cumulatively added to amounts authorized pursuant to prior Change Orders for this Project, increase the cost of the Work to the City or which extend the time for completion, must be formally authorized and approved by the appropriate City authority prior to their issuance and before Work may begin. No claim against the City for extra Work in furtherance of a Change Order shall be allowed unless prior written City approval pursuant to this section has been obtained. The Contract Price and Contract Time shall be changed only by Change Order or written Amendment. The Project Manager shall prepare Proposed Change Orders on forms provided by the City. When submitted for approval, they shall carry the signature of the Public Works Director, the City Manager, and the Contractor.

If the City and the Contractor are unable to agree as to the extent, if any, of an adjustment in the Contract Price or an adjustment of the Contract times that should be allowed as a result of a Work Change Directive, a claim may be made for it. The Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract times with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents is required by the provisions of any bond to be given to a surety, the giving of any such notice will be the Contractor's responsibility and the amount of each applicable bond shall be adjusted accordingly.

Any claim for adjustment in the Contract Price or time shall be based upon written notice delivered by the party making the claim to the other parties and to the Engineer/Project Manager not later than fifteen (15) calendar days after the occurrence or event giving rise to the claims and stating the general nature of the claim. No claim for an adjustment in the Contract Price or an extension of the contract time will be valid if not submitted in accordance with this Paragraph.

The cost or credit to the City from a change in the Work shall be determined by one or more of the following ways:

- 1) By a Cost Analysis process to be performed on all change orders. The cost analysis for all change orders will include a separate determination of profit for each change order requested.
- 2) When only nominal quantities are to be changed, a Change Order may be determined by existing unit prices stated in the Contract Documents or subsequently agreed upon in writing. For substantive changes in quantities, Contractor shall be required to perform a cost analysis as required in the previous paragraph.

19.0 Notice, Computation of Time

19.1 All notices required by any of the Agreement Documents shall be in writing and shall be deemed delivered upon mailing by certified mail, return receipt requested to the following:

For City: Ana M. Garcia, ICMA-CM, City Manager
City of Dania Beach
100 West Dania Beach Boulevard
Dania Beach, FL 33004
Telephone: 954-824-6800

Copy to: Thomas Ansbro, City Attorney
100 West Dania Beach Boulevard
Dania Beach, FL 33004
Telephone: 954-824-6800

For Contractor: Greg Gathers, President
Custom Tree Care, Inc.
6021 SW 29 Street, PMB #130
Topeka, KS 66614

Notice by facsimile shall not be deemed received until the party receiving such a notice receives a copy of such notice through certified mail, return receipt requested.

19.2 When any period of time is referred to in the Agreement Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation. A calendar day of twenty-four (24) hours measured from midnight to the next midnight shall constitute a day.

20.0 Miscellaneous

20.1 The duties and obligations imposed by the Agreement Documents and the rights and remedies available to the parties in this Agreement, and, in particular but without limitation, the warranties, guaranties and obligations imposed upon Contractor and all of the rights and remedies available to City under them, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available to any or all of them which are otherwise imposed or available by laws or regulations, by special warranty or guarantee or by other provisions of the Agreement Documents, and the provisions of this Paragraph will be as effective as if repeated specifically in the Agreement Documents, and the provisions of this Paragraph will survive final payment and termination or completion of the Agreement.

20.2 Contractor shall not assign, sublet or transfer this Agreement or its rights, title or interests in it without City's prior written approval as evidenced by a resolution duly adopted by the City Commission, which may be withheld for any or no reason. The obligations undertaken by Contractor pursuant to the Agreement shall not be delegated or assigned to any other person or firm unless City shall first consent in writing to the assignment, subletting or transfer of it. Violation of the terms of this Paragraph shall constitute a breach of Agreement by Contractor and the City may, at its discretion, cancel the Agreement and all rights, title and interest of Contractor shall thereupon cease and terminate.

20.3 Contractor and its employees, volunteers, subcontractors, and agents shall be and remain independent contractors and not agents or employees of City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking or venture between the parties to this Agreement.

20.4 Contractor shall only designate employees who are sufficiently skilled to provide the required services specified in this Agreement. Any person employed to provide the Services who fails, refuses or neglects to obey the instructions of the City's representative in anything relating to the Services, or who appears to be disorderly, insubordinate, or incompetent shall upon the order of City's representative, be immediately relieved by the Contractor from performing the Services. Any interference with, or any abusive or threatening conduct toward any City representative, City assistants or inspectors by the Contractor, its employees or agents, or any member of the public shall be grounds for the City to terminate the Agreement and re-let the Services. The Contractor shall furnish all labor, materials, supplies and equipment necessary to properly maintain all Services areas where Services are conducted in an acceptable and safe condition.

20.5 Contractor agrees that it or its officers, if a corporation or other legal entity, shall be held fully responsible, except as otherwise prohibited by law, for all acts of their employees while in their employ.

20.6 The remedies expressly provided in this Agreement to City shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of City now or hereafter existing at law or in equity.

20.7 Should any part, term or provision of this Agreement be decided by a court to be invalid, illegal or in conflict with any law of the State, the validity of the remaining portion or provision shall not be affected.

20.8 Neither party, nor its employees, shall have or hold any continuing or frequently recurring employment or contractual relationship, or have any adverse claim against the other party, that is substantially antagonistic or incompatible with that party's loyal and conscientious exercise or judgment related to its performance under this Agreement. This provision shall also apply to all of Contractor's subcontractors used for the work.

20.9 This Agreement may not be amended or modified except in writing, approved and executed by the parties with the same formalities and dignity as this Agreement.

20.10 The City reserves the right to assign work to various contractors, at its sole discretion, and this Agreement is not to be construed as a guarantee for work.

21.0 Nondiscrimination and Equal Opportunity Employment

During the performance of this Agreement, Contractor agrees as follows:

21.1 The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

21.2 Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

21.3 Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

21.4 Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

21.5 Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

21.6 In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts or federally assisted contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

21.7 Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

22.0 Compliance with the Copeland "Anti-Kickback" Act

22.1 Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Agreement.

22.2 Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these Agreement clauses.

22.3 Breach. A breach of the Agreement clauses above may be grounds for termination of the Agreement, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

23.0 Compliance with the Agreement Work Hours and Safety Standards Act

23.1 Overtime requirements. No Contractor or subcontractor contracting for any part of the Agreement work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such work week.

23.2 Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under Agreement for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

23.3 Withholding for unpaid wages and liquidated damages. FEMA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Agreement Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

23.4 Subcontracts. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

24.0 Clean Air Act

24.1 Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

24.2 Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

24.3 Contractor agrees to include these requirements in each subcontract exceeding \$100,000.00 financed in whole or in part with Federal assistance provided by FEMA.

25.0 Federal Water Pollution Control Act

25.1 Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

25.2 Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

25.3 Contractor agrees to include these requirements in each subcontract exceeding \$100,000.00 financed in whole or in part with Federal assistance provided by FEMA.

26.0 Suspension and Debarment

26.1 This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

26.2 The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

26.3 Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Agreement that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

27.0 Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000.00 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient.

28.0 Maximum use of products containing recovered materials

28.1 In the performance of this Agreement, Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired; (i) competitively within a timeframe providing for compliance with the Agreement performance schedule; (ii) meeting Agreement performance requirements; or (iii) at a reasonable price.

28.2 Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

29.0 Access to Records

29.1 Contractor agrees to provide City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

29.2 Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

29.3 Contractor agrees to provide the FEMA Administrator or the authorized representatives access to work sites pertaining to the work being completed under the Agreement.

30.0 Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund the Agreement only. Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

31.0 No Obligation by Federal Government

The federal government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the Agreement.

32.0 Program Fraud and False or Fraudulent Statements or Related Acts

Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Agreement.

33.0 Governing Law:

33.1 The laws of the State of Florida shall govern this Agreement. Venue shall be Broward County, Florida. The Agreement is not subject to arbitration. THE PARTIES EXPRESSLY WAIVE ALL RIGHTS TO TRIAL BY JURY FOR ANY DISPUTES ARISING FROM, OR IN ANY WAY CONNECTED WITH THIS AGREEMENT. THE PARTIES UNDERSTAND AND AGREE THAT THIS WAIVER IS A MATERIAL AGREEMENT TERM.

33.2 All claims, counterclaims, disputes and other matters in question between City and the Contractor arising out of, relating to or pertaining to the Agreement, the breach of it, the services of it, or the standard of performance required in it, are to be addressed by resort to non-binding mediation as authorized under the laws and rules of Florida; provided, however, that in the event of any dispute between the parties, the parties agree to first

negotiate with each other for a resolution of the matter or matters in dispute and, upon failure of such negotiations to resolve the dispute, the parties shall resort to mediation. If mediation is unsuccessful, any such matter may be determined by litigation in a court of competent jurisdiction in Broward County, Florida, or the Federal District Court of the Southern District of Florida and appropriate appellate courts for such venue and jurisdiction.

IN WITNESS OF THE FOREGOING, City and Contractor have signed this Agreement, in duplicate.

**Thomas
Schneider**

Digitally signed by Thomas
Schneider
DN: cn=Thomas Schneider, o=City
of Dania Beach, ou=Clerk's Office,
email=tschneider@daniabeachfl.gov,
c=US
Date: 2021.02.10 16:18:40 -05'00'



THOMAS SCHNEIDER, CMC
CITY CLERK

**CITY OF DANIA BEACH, FLORIDA,
Tamara
James**

Digitally signed by Tamara James
DN: cn=Tamara James, o=City of
Dania Beach, ou=Mayor,
email=tamarajames@daniabeachfl.gov,
c=US
Date: 2021.02.10 16:17:28 -05'00'

TAMARA JAMES, MAYOR

APPROVED AS TO LEGAL FORM
AND CORRECTNESS;

Thomas J. Ansbro

Digitally signed by Thomas J. Ansbro
DN: cn=Thomas J. Ansbro, o=City of Dania Beach, ou=Legal
Department, email=tansbro@daniabeachfl.gov, c=US
Date: 2021.02.10 08:58:54 -05'00'

THOMAS J. ANSBRO, CITY ATTORNEY

**Ana M.
Garcia**

Digitally signed by Ana M. Garcia
DN: cn=Ana M. Garcia, o=City of Dania
Beach, ou,
email=agarcia@daniabeachfl.gov, c=US
Date: 2021.02.10 14:31:24 -05'00'

ANA M. GARCIA, ICMA-CM
CITY MANAGER

WITNESSES:

Signature

PRINT Name

x [Signature]
Signature

+ Maura M. Gathers
PRINT Name

CONTRACTOR:

**Custom Tree Care, Inc.,
a foreign corporation**

[Signature]
Signature

Greg Gathers
PRINT Name

President
Title

STATE OF KANSAS)

COUNTY OF Shawnee)

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization, on February 5th, 2021, by Greg Gathers,
as President of Custom Tree Care, Inc., a foreign corporation
authorized to conduct business in Florida. He/she is personally known to me or has
produced _____ as identification.

Notary Seal

[Signature]
Signature of Notary Public

Lisa Johnson
Printed Name of Notary Public



Proposer Proposal Requirement

To the City Commission of the City of Dania Beach, Florida

The undersigned Proposer proposes to furnish all labor, tools, material, equipment, and supplies, and to sustain all the expense incurred in doing the Work set forth below that may be awarded the undersigned by the City of Dania Beach, Florida, through its proper officers, and to do the same strictly in accordance with the plans and Contract documents on file in the Office of the City Clerk of Dania Beach, which are referred to below and made a part of this document, at the following unit prices. The amount of hours and cubic yards in the tables below are used for response purposes only.

DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES RFP No. 20-004

Table 1

Proposal price by hour includes equipment and operator for reimbursement by FEMA for the first seventy (70) work hours, or as determined by FEMA, after the storm or as directed by FEMA. Payments based upon time and material costs are limited to work performed during the first seventy (70) work hours, or as determined by FEMA, of actual work following a disaster event.

Resource	Hourly Rate		Eight Hours		Overtime Hourly Rate		Four Hours		Factor		Twelve Hour Work Day
Superintendent w/pickup truck	75	X	8	+	75	X	4	X	1	=	900
Supervisor w/pickup truck	55	X	8	+	55	X	4	X	1	=	660
Wheeled Dozer w/operator	140	X	8	+	140	X	4	X	1	=	1680
Clam Truck w/operator	195	X	8	+	195	X	4	X	1	=	2340
Dump Truck w/operator	100	X	8	+	100	X	4	X	1	=	1200
Bobcat w/operator	90	X	8	+	90	X	4	X	1	=	1080
Chain Saw w/operator	45	X	8	+	45	X	4	X	4	=	2160
Laborer	40	X	8	+	40	X	4	X	4	=	1920
Traffic Control	40	X	8	+	40	X	4	X	2	=	960
Total											12,900

Table 2

Proposal price by cubic yard (CY) includes equipment and labor to collect, haul out, and delivery of storm debris at a site designated by the City after the storm in accordance with FEMA guidelines. Price includes cleanup but does not include final disposal costs.

Cost to Collect and Transport Debris to Temporary Debris Management Site (travel distance to site $0 \leq 20$ miles)	Cost per CY	X	Debris Amount in CY's	Total
Vegetative (cubic yards per FEMA guidelines)	7 ⁰⁰	X	20,000	140,000
Construction and Demolition (cubic yards per FEMA guidelines)	7 ²⁰	X	10,000	72,000
Total				212,000

Table 3

Cost to Transport Debris to Temporary Debris Management Site (travel distance to site $> 20 \leq 50$ miles)	Cost per CY (transport only)	X	Debris Amount in CY's	Total
Vegetative (cubic yards per FEMA guidelines)	7 ⁷⁵	X	20,000	155,000
Construction and Demolition (cubic yards per FEMA guidelines)	7 ⁹⁵	X	10,000	79,500
Total				234,500

Table 4

Proposal Price per tree and stump includes equipment and labor to cut, collect, haul out, and disposal of hazardous trees, limbs, and stumps in accordance with FEMA guidelines and includes final disposal costs.

Hazardous Tree / Limb / Stump Removal (Measured in accordance with current FEMA standards)	Unit Prices
Hazardous Limbs $\geq 2'' \leq 12''$	110
Hazardous Limbs $> 12'' \leq 24''$	110
Hazardous Limbs $> 24''$	110
Hazardous Trees	
$\geq 12'' \leq 24''$ trunk diameter	295
$> 24'' \leq 48''$ trunk diameter	995

> 48" ≤ 72" trunk diameter	1995
> 72" trunk diameter	3195
Hazardous Stumps	
≥ 12" ≤ 24" stump diameter	195
> 24" ≤ 36" stump diameter	295
> 36" ≤ 48" stump diameter	395
> 48" ≤ 72" stump diameter	495
> 72" stump diameter	595

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 it deems to be in the best interest of the citizens of the City of Dania Beach, or the City may reject Proposals and re-advertise. Tables 1, 2, 3, and 4 must be completed and submitted to the City. The successful Proposer will be required to enter into an Agreement with the City. The Agreement is not exclusive and is not a guarantee of work, as the City has the right to have other Contractors performing the same work. State the true, exact, correct and complete name of the partnership, corporation, or trade name under which Proposer does business, and the address of the place of business (Post Office Box is inappropriate). If a Corporation, state the name of the President, Secretary, and Resident Agent. If a Partnership, state the names of all partners. If A Trade Name, state the names of the individuals who do business under the trade name. If the firm is a foreign corporation (i.e., non-Florida), it must be authorized (registered) to do business in the State of Florida by the Florida Secretary of State.
(Please print or type)

Firm Name: **CUSTOM TREE CARE, INC.**

Address: 6021 SW 29th St. PMB #130
Topeka, KS 66604

Telephone: 785-478-9805

Fax: 785-478-4195

Greg Gathers
(Name)

President
(Title)

Maura Gathers
(Name)

Secretary
(Title)

Corporation Services Company
(Name)

Resident Agent
(Title)

(Attach additional sheets, if necessary.)

The undersigned Proposer acknowledges that it may be required to furnish additional information as deemed necessary by the Office of the City Clerk, to update its records should it



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/5/2021

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

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

PRODUCER The Woody Insurance Group 4518 W. 89th Street Prairie Village KS 66207	CONTACT NAME: Phyllis Giaconia PHONE (A/C, No, Ext): 9133414448 E-MAIL ADDRESS: PGiaconia@thewoodyinsurancegroup.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE <table><tr><td>INSURER A: Colony Insurance Company</td><td>NAIC # 39993</td></tr><tr><td>INSURER B: United Financial Casualty Company</td><td>11770</td></tr><tr><td>INSURER C: Berkley Casualty Insurance Company</td><td>15911</td></tr><tr><td>INSURER D: Great American Insurance Company</td><td>16691</td></tr><tr><td>INSURER E: Evanston Insurance Company</td><td>35378</td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER A: Colony Insurance Company	NAIC # 39993	INSURER B: United Financial Casualty Company	11770	INSURER C: Berkley Casualty Insurance Company	15911	INSURER D: Great American Insurance Company	16691	INSURER E: Evanston Insurance Company	35378	INSURER F:	
INSURER A: Colony Insurance Company	NAIC # 39993												
INSURER B: United Financial Casualty Company	11770												
INSURER C: Berkley Casualty Insurance Company	15911												
INSURER D: Great American Insurance Company	16691												
INSURER E: Evanston Insurance Company	35378												
INSURER F:													
INSURED Custom Tree Care, Inc. 3722 SW Spring Creek Ln Topeka KS 66610													

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER: ☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y	Y	103GL003442700	03/19/2020	03/19/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
E	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$ ☒ OCCUR ☐ CLAIMS-MADE			XOBW8628020	06/30/2020	03/19/2021	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Y	BNUWC0153281	02/12/2021 02/12/2022	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Leased/Rented Equipment Coverage			IMP E652214-00	11/20/2020	11/20/2021	Limit \$420,000 Deductible \$5,000

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

Certificate Holder included as Additional Insured to the General Liability.

CERTIFICATE HOLDER**CANCELLATION**

City of Dania Beach 100 W. Dania Each Blvd Dania Beach FL 33004	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Chris Woody
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CUSTTRE-03

ARIBORDY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/6/2025

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

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

PRODUCER World Insurance Associates, LLC 1415 SW Topeka Blvd Topeka, KS 66612	CONTACT NAME: Derek Rowe	
	PHONE (A/C, No, Ext): (785) 271-8097 FAX (A/C, No):	
	E-MAIL ADDRESS: derekrowe@worldinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Cincinnati Specialty Underwriters Ins Co	13037
INSURED CTC Disaster Response, Inc. 6021 SW 29th St. PMB #130 Topeka, KS 66614	INSURER B : Cincinnati Indemnity Company	23280
	INSURER C : American Interstate Insurance Company	31895
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X	X	CSU 0229745	2/14/2025	2/14/2026	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			ENP 0677479	2/14/2025	2/14/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
							\$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			ENP 0677479	2/14/2025	2/14/2026	EACH OCCURRENCE \$ 5,000,000
							AGGREGATE \$ 5,000,000
							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☒ Y	N / A	AVWCKS3348522025	2/12/2025	2/12/2026	☒ PER STATUTE ☐ OTH-ER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Excess Liability -GL			CSU 0229747	2/14/2025	2/14/2026	Limit 5,000,000
B	Equipment Floater			ENP 0677479	2/14/2025	2/14/2026	Limit 420,000

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

The certificate holder is included as an additional insured in regards to General Liability per blanket endorsement if required by written contract on a primary & non-contributory basis. Waiver of subrogation applies per blanket endorsement if required by written contract. 30 day Notice of Cancellation applies for any reason other than nonpayment of premium.

CERTIFICATE HOLDER

CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/18/2025

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

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PRODUCER Altas Specialty 853 Dauphin Street Mobile, AL 36602	CONTACT NAME: Steven Mitchell PHONE (A/C, No, Ext): 251-355-0066 E-MAIL ADDRESS: smitchell@atlasspecialties.net FAX (A/C, No): 251-706-2201
INSURED KDF Enterprises, LLC 3512 Godwin Court, Suite A Mobile AL 36693	INSURER(S) AFFORDING COVERAGE INSURER A: Cincinnati Indemnity Company INSURER B: American Longshore Mutual Assoc INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 23280 524126

COVERAGES**CERTIFICATE NUMBER:** 852875894**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	CSU152236	11/05/2024	11/05/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	ENP0580806	11/05/2024	11/05/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 100,001	Y	Y	CSU152237	11/05/2024	11/05/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A Y	AE050510	5/17/2025	5/17/2026	PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B C	Contractor's Equipment (ACV) Total Equipment \$2,187,648 Deductible \$1,000			CSU6023571845	11/05/2024	11/05/2025	Lease, Borrow, Rented Equip From Others Agg \$ 1,000,000 Per Item \$ 500,000 Small Tools Aggregate \$ 100,000 Per Item \$ 2,000

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

Contractor's Pollution Liability is Included as Underlying Coverage on the Excess Liability Policy.

Re: Storm Debris Collection and Disposal Agreement

Certificate holder is name Additional Insured. Waiver of Subrogation applies.

CERTIFICATE HOLDERCity of Dania Beach, Florida
100 West Dania Beach Boulevard
Dania Beach, Florida 33004**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

Steven Mitchell

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City of Dania Beach Public Services Memorandum

DATE: 2/24/2026

TO: Mayor and Commissioners

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

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

**SUBJECT: AUTHORIZATION TO EXCEED THE ANNUAL SINGLE VENDOR
PURCHASING POLICY OF FIFTY THOUSAND DOLLARS (\$50,000.00)
WITH AMERICAN FORZA CONSTRUCTION LLC.**

Request:

The Public Services Department (PSD) is requesting the City Commission's approval to exceed the single vendor annual expenditure of \$50,000 for this request with American Forza Construction LLC (American Forza) for the replacement and repair of a seawall and outfall pipe.

Background:

On September 9, 2025, PSD approved a proposal for the repair of Lift Station #6 (LS #6) in the amount of \$26,944.15. The repair was completed in October. The same contractor was the only firm that submitted a quotation for a subsequent outfall and seawall repair at 3080 SW 46th Ct.

The structures' collapse was likely due to the gradual washing out of supportive material under the pipe due to the effect of repetitive tide changes and flooding incidents.

The Procurement Division submitted a quotation request via Pavillion targeting suppliers specializing in this type of repair; however the only quote received was from American Forza (the LS #6 contractor), who submitted a quote for \$38,780 for the completion of this repair. Combined with the amount paid for the aforementioned LS #6 repair, the total amount spent with American Forza exceeds the single vendor annual threshold by roughly \$5,000.

Budgetary Impact

Upon approval, funding for the American Forza quote will be appropriated from the Storm Water "Operating Supplies Miscellaneous" Acct. No. 403-38-01-538-52-20 in the amount \$38,780.

Recommendation

PSD recommends approval to exceed the \$50,000 single-vendor annual expenditure threshold for this request with American Forza for the repair of the outfall & seawall repair.

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, REQUESTING AUTHORIZATION FOR AMERICAN FORZA LLC TO REPAIR AN OUTFALL AND SEAWALL AND TO EXCEED THE ANNUAL SINGLE VENDOR PURCHASING POLICY OF FIFTY THOUSAND DOLLARS (\$50,000.00) FOR THIS PROPOSAL; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, On September 9, 2025, PSD approved a proposal for the repair of Lift Station #6 in the amount of \$26,944.15, and was completed in October 2025; and

WHEREAS, an outfall and seawall located in another area of the city collapsed shortly after the above-referenced expenditure, requiring that a quotation request targeting 13 contractors specializing in this type of repair be put forth; and

WHEREAS, the only quote received from the Procurement Division's quotation request came from American Forza LLC in the amount of \$38,780.00; and

WHEREAS, the combined amount of both repairs for the same contractor exceeds the annual single vendor of \$50,000.00 by roughly \$5,000.00; and

WHEREAS, PSD requests the approval to exceed the annual single vendor purchasing policy of fifty thousand dollars for this proposal to repair an outfall and seawall.

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 approves the quote from American Forza for the repair of the outfall and seawall in the amount of \$38,780.00.

Section 3. That funding will be appropriated from the Storm Water "Operating Supplies Miscellaneous" Account No. 403-38-01-538-52-20 in the amount \$38,780.00.

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 ten (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. BOUTSIS
CITY ATTORNEY



City of Dania Beach Parks & Recreation Memorandum

DATE: 2/24/2026

TO: Mayor and Commissioners

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

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

SUBJECT: Assignment and assumption of the Management of the Dania Beach Marina to US Marina Group, LLC.

Request:

Approval by the City Commission the request for the assignment and assumption of the Management of the Dania Beach Marina to US Marina Group, LLC and authorizes the proper City officials to execute the assignment agreement, Exhibit "A".

Background:

The City issued Request for Proposal No. 2023-012 for the management of the Dania Beach Marina. On January 9, 2024, per Resolution Number 2024-005 the City of Dania Beach and Oasis Marina, LLC entered into an agreement for the management of the Dania Beach Marina.

On January 28, 2026, the City of Dania Beach received written notice from Oasis Marina LLC that they are no longer interested in third-party marina management and will be focusing their efforts exclusively on marine ownership and recommends an Assignment Agreement to US Marina Group, LLC.

Pursuant to Section 14-A-II, Termination of this Agreement, commencing upon the 14th month from the Effective Date, the Contractor shall have the right to terminate the agreement with or without cause at any time by giving written notice to the City at least (90) days prior to the effective date of such termination.

City staff met with US Marina Group, LLC who was the second-place bidder on the original RFP, RFP No. 2023-012 for the Marina Management Services of the Dania Beach Marina to Oasis Marina, LLC, to learn more about the company and determine their ability to take on the management agreement. After meeting with USA Marina Group, LLC City staff recommends approval of the assignment and assumption of the management of the Dania Beach Marina to US Marina Group, LLC.

Budgetary Impact

All financial remain the same in the reassignment on assumption from Oasis Marina, LLC to US Marina Group, LLC.

Recommendation

The Department of Parks and Recreation recommends the approval by the City Commission the request for the assignment and assumption of the Management of the Dania Beach Marina to US Marina Group, LLC and authorizes the proper City officials to execute the assignment agreement, Exhibit "A".

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RELATING TO THE ASSIGNMENT AND ASSUMPTION OF THE MANAGEMENT OF THE DANIA BEACH MARINA AND CONSENT TO ASSUMPTION TO US MARINA GROUP, LLC; AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE THE ASSIGNMENT AGREEMENT, EXHIBIT “A”; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on January 9, 2024, per Resolution Number 2024-005 the City of Dania Beach and Oasis Marina, LLC entered into an agreement for the management of the Dania Beach Marina; and

WHEREAS, pursuant to Section 14-A-II, Termination of this Agreement, commencing upon the 14th month from the Effective Date, the Contractor shall have the right to terminate the agreement with or without cause at any time by giving written notice to the City at least (90) days prior to the effective date of such termination; and

WHEREAS, on January 28, 2026, the City of Dania Beach received written notice from Oasis Marina LLC that they are no longer interested in third-party marina management and will be focusing their efforts exclusively on marine ownership and recommends an Assignment Agreement to US Marina Group, LLC; and

WHEREAS, City staff met with US Marina Group, LLC who was the second-place bidder on the original RFP, RFP No. 2023-012 for the Marina Management Services of the Dania Beach Marina to Oasis Marina, LLC, to learn more about the company and determine their ability to take on the management agreement; and

WHEREAS, after meeting with USA Marina Group, LLC City staff recommends approval of the assignment and assumption of the management of the Dania Beach Marina to US Marina Group, LLC.

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 approves the request for the assignment and assumption of the Management of the Dania Beach Marina to US Marina Group, LLC and authorizes the proper City officials to execute the assignment agreement, Exhibit “A”.

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 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. BOUTSIS
CITY ATTORNEY

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “**Agreement**”) is made and entered into as of _____, 2026 (the “**Effective Date**”), by and among **OASIS MARINA, LLC**, a Maryland limited liability company (“**Assignor**”), **US MARINA GROUP, LLC**, a Florida limited liability company (“**Assignee**”), and the **CITY OF DANIA BEACH, FLORIDA**, a Florida municipal corporation (“**City**”).

RECITALS

A. City and Assignor are parties to that certain Marina Management Agreement dated January 6, 2024 (RFP No. 23-012), as amended (the “**Original Agreement**”), pursuant to which Assignor provides marina management services for the City-owned marina located at 151 North Beach Road, Dania Beach, Florida (the “**Marina**”).

B. Pursuant to the Original Agreement, Assignor may not assign its rights or delegate its obligations without the prior written consent of the City.

C. Assignor has requested City’s consent to assign the Original Agreement to Assignee, and Assignee desires to accept such assignment, strictly subject to all terms, conditions, limitations, financial obligations, performance standards, and remedies set forth in the Original Agreement.

D. City is willing to consent to the assignment solely on the terms set forth herein, with the express intent that the City’s rights, remedies, financial protections, and contractual leverage under the Original Agreement are preserved in full and without modification.

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

1. ASSIGNMENT.

Subject to City’s consent as set forth herein, Assignor hereby assigns, transfers, and conveys to Assignee all of Assignor’s right, title, and interest in and to the Original Agreement, effective as of the Effective Date, and Assignee hereby accepts such assignment.

2. CITY CONSENT TO ASSIGNMENT; LIMITATIONS.

Subject to the terms and conditions of this Agreement, the City hereby consents to the assignment of the Original Agreement from Assignor to Assignee effective as of the Effective Date. Such consent is expressly limited to this specific assignment only and shall not be deemed to constitute consent to any future assignment, delegation, subcontract, transfer, or change in control.

City's consent shall not be deemed a waiver, release, amendment, or modification of any provision of the Original Agreement, nor a release of Assignor, nor a limitation of any rights, remedies, or protections afforded to the City under the Original Agreement or applicable law.

3. ASSUMPTION OF OBLIGATIONS.

Assignee hereby unconditionally assumes and agrees to fully perform, satisfy, and discharge all duties, obligations, covenants, liabilities, standards of performance, financial requirements, reporting obligations, and indemnities of Assignor under the Original Agreement, whether arising before or after the Effective Date, as if Assignee were the original contracting party.

4. NO RELEASE OF ASSIGNOR; SURVIVAL OF PRIOR-PERIOD LIABILITY.

Notwithstanding the assignment, Assignor shall remain fully responsible and liable for any and all claims, demands, damages, losses, liabilities, costs, or causes of action arising out of, relating to, or attributable to acts, omissions, breaches, or conditions occurring during the period in which Assignor managed or operated the Marina, regardless of when such claim is asserted, discovered, accrued, or brought.

Nothing contained in this Agreement shall be deemed to release, waive, limit, or impair any liability of Assignor for matters arising during Assignor's period of management, and such liability shall expressly survive the execution, expiration, or termination of this Agreement and the Original Agreement.

Notwithstanding the assignment, Assignor shall remain jointly and severally liable with Assignee for any breach, default, claim, loss, or liability arising out of or relating to the Original Agreement, including acts or omissions occurring prior to or after the Effective Date. Nothing herein shall be deemed a release, waiver, or novation of Assignor's obligations unless expressly approved by the City in writing.

5. NO AMENDMENT; ORIGINAL AGREEMENT CONTROLS.

City's consent to this assignment is:

- (a) limited solely to the assignment described herein;
- (b) conditioned upon strict compliance with all provisions of the Original Agreement; and
- (c) not intended, and shall not be construed, to amend, modify, waive, or impair any term, condition, rate, fee, compensation structure, audit right, termination right, insurance requirement, indemnity, or remedy set forth in the Original Agreement.

All financial terms and conditions of the Original Agreement, including without limitation management fees, incentive compensation, reimbursable expenses, budgeting controls, audit rights, and non-appropriation provisions, remain unchanged and in full force and effect.

6. REPRESENTATIONS AND WARRANTIES OF ASSIGNEE.

Assignee represents and warrants to the City that:

- (a) it has reviewed the Original Agreement in its entirety;
- (b) it has the authority, experience, personnel, and financial capacity to perform all obligations thereunder;
- (c) the execution and performance of this Agreement does not violate any agreement binding upon Assignee; and
- (d) Assignee shall maintain all insurance, licensing, bonding, and compliance requirements required of the "Contractor" under the Original Agreement.

7. INDEMNIFICATION. NO NOVATION.

Nothing in this Assignment and Assumption Agreement shall be deemed to create a novation, release, or substitution of parties with respect to any obligations or liabilities arising under the Original Agreement.

Assignor shall remain responsible for and shall indemnify and hold harmless the City from and against, any claims, liabilities, losses, damages, or expenses arising out of or attributable to Assignor's acts or omissions occurring during the period in which Assignor managed or operated the Marina.

Assignee shall be responsible for and shall indemnify and hold harmless the City from and against, any claims, liabilities, losses, damages, or expenses arising out of or attributable to Assignee's acts or omissions occurring after the Effective Date.

The indemnification obligations set forth in this section are intended to preserve and clarify, and not expand, the allocation of responsibility under the Original Agreement.

8. NO THIRD-PARTY BENEFICIARIES.

Nothing contained in this Agreement is intended to confer any rights or remedies upon any person or entity other than the parties hereto and the City.

9. GOVERNING LAW; VENUE.

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action arising hereunder shall lie exclusively in Broward County, Florida, as provided in the Original Agreement.

10. COUNTERPARTS; ELECTRONIC SIGNATURES.

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument. Electronic signatures shall be deemed valid and binding.

11. CONFLICTS.

In the event of any conflict between this Agreement and the Original Agreement, the Original Agreement shall control, and this Agreement shall be interpreted to preserve the City's maximum contractual protections.

12. NO DELEGATION OR FURTHER ASSIGNMENT.

Assignee shall not assign, subcontract, delegate, or otherwise transfer any portion of the Original Agreement or the performance of any obligations thereunder without the City's prior written consent, which may be withheld in the City's sole discretion.

13. REAFFIRMATION OF TERMINATION AND FISCAL RIGHTS.

City's termination rights under the Original Agreement, including without limitation termination for convenience, termination for default, and termination due to fiscal non-appropriation or non-funding, are expressly reaffirmed and shall apply to Assignee without modification or limitation.

14. PROCUREMENT AND RFP COMPLIANCE.

The parties acknowledge and agree that this assignment does not constitute a new procurement, does not modify the competitive terms of RFP No. 23-012, and does not confer upon Assignee any pricing, scope, or competitive advantage not expressly contemplated by the Original Agreement.

15. INSURANCE AND FINANCIAL COMPLIANCE CERTIFICATION.

Within ten (10) days following the Effective Date, Assignee shall deliver to the City certificates of insurance and such other documentation as the City may reasonably require evidencing full compliance with all insurance, licensing, and financial responsibility requirements of the Original Agreement. Failure to timely deliver such documentation shall constitute a material default.

16. NON-RELIANCE.

City has not relied upon, and Assignee disclaims, any marketing materials, proposals, statements, or representations not expressly incorporated into the Original Agreement.

17. NOTICES.

All notices required or permitted under this Assignment and Assumption Agreement shall be in writing and shall be deemed given when (i) personally delivered, (ii) sent by a nationally recognized overnight courier, (iii) deposited in the United States mail, certified or registered, return receipt requested, postage prepaid, or (iv) transmitted by electronic mail (email), provided that such email notice is sent to the email addresses set forth below and no automated notice of delivery failure is received by the sender.

Notices shall be deemed received upon delivery, refusal of delivery, or, in the case of email, upon successful transmission as evidenced by the sender's email system, provided that email notice shall not be effective for purposes of commencing cure periods or exercising termination rights unless also delivered by one of the methods described in clauses (i)–(iii).

If to the City:

City of Dania Beach, Florida
901 NE 3rd Street
Dania Beach, Florida 33004
Attn: Director of Parks and Recreation

Email: cwaren@daniabeachfl.gov

With a copy to:

City of Dania Beach, Florida
100 W. Dania Beach Boulevard
Dania Beach, Florida 33004
Attn: City Attorney

Email: eboutsis@daniabeachfl.gov

If to Assignor:

Oasis Marina, LLC
222 Severn Avenue, Building 14, Suite 200
Annapolis, Maryland 21401
Attn: Chief Executive Officer

If to Assignee:

US Marina Group, LLC
[Insert Address]
Attn: [Insert Title]

Any party may change its notice address or email by written notice given in accordance with this section.

18. SURVIVAL.

Without limitation, the following provisions shall expressly survive the execution, expiration, or termination of this Agreement and the Original Agreement: (i) Section 4 (No Release of Assignor; Survival of Prior-Period Liability); (ii) indemnification obligations; (iii) audit and records rights; (iv) public records obligations; and (v) all City rights and remedies relating to acts or omissions occurring prior to or during the term of Assignor's management.

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SIGNATURES ON THE FOLLOWING PAGES

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

ATTEST:

CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS

EVE A. BOUTSIS
CITY ATTORNEY

ANA M. GARCIA, ICMA-CM
CITY MANAGER

WITNESSES:

Signature

PRINT Name

Signature

PRINT Name

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization, on _____, 2026 by _____ as
_____ of Oasis Marina LLC, a Maryland limited liability company. He/she is
personally known to me or has produced _____ as identification.

My Commission Expires:

ASSIGNOR:
OASIS MARINA, LLC,
a Maryland limited liability company

Signature

PRINT Name

Title

Dated: _____, 2026

Notary Public, State of _____

Print Name

WITNESSES:

Signature

PRINT Name

Signature

PRINT Name

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization, on _____, 2026 by _____ as
_____ of Oasis Marina LLC, a Maryland limited liability company. He/she is
personally known to me or has produced _____ as identification.

My Commission Expires:

ASSIGNEE:
US MARINA GROUP, LLC,
a Florida limited liability company

Signature

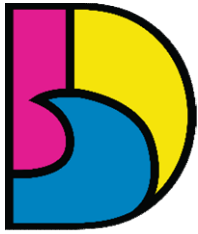
PRINT Name

Title

Dated: _____, 2026

Notary Public, State of _____

Print Name



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

City of Dania Beach
City Commission Discretionary Funds
Use Request Form

Recipient: Broward League of Cities Request Date: 2/17/26 Agenda Date: 2/24/26

Request Sponsor: Mayor Joyce L. Davis Request Amount: \$500

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

The Broward League of Cities is a non-partisan, non-profit membership organization, welcoming representation from all of Broward's 31 municipalities.

Description of how the funds will be used/deliverables:

The funds will go towards the Broward County League of Cities Scholarship for Government Studies. The 2026 Scholarship Program promotes and provides financial assistance to those pursuing areas of study that benefit municipal government professionalism.

Submitted by: Mayor Joyce L. Davis Date of submission: 2/17/26

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

Yeimy Guzman

Digitally signed by Yeimy
Guzman
Date: 2026.02.18 10:57:03
-05'00'

Legal

Finance

City Manager

PLEASE ATTACH ALL DOCUMENTATION NECESSARY TO SUPPORT THE REQUEST



BROWARD COUNTY LEAGUE OF CITIES

SCHOLARSHIP FOR GOVERNMENT STUDIES APPLICATION

2025-2026 Academic Year

Deadline: February 25, 2026

<http://www.browardleague.org/students/scholarship-program>

2025-2026 OFFICERS

President Denise Horland
Councilmember, Plantation
1st Vice President Joyce Davis
Mayor, Dania Beach
Treasurer Traci Callari
Commissioner, Hollywood

DIRECTORS

Immediate Past President Felicia Brunson
Mayor, West Park
Past President Todd Drosky
Mayor, Deerfield Beach
Past President Susan Starkey
Councilmember, Davie
Past President Joy Cooper
Mayor, Hallandale Beach
Jim Allbritton
Councilmember, Southwest Ranches
Pamela Beasley-Pittman
Commissioner, Fort Lauderdale
Heather Berman
Commissioner, Hillsboro Beach
Samson Borgelin
Mayor, North Lauderdale
Slava Borshchukov
Councilmember, Sea Ranch Lakes
John Brodie
Commissioner, Coconut Creek
Anthony Caggiano
Commissioner, Margate
Tycie Causwell
Vice Mayor, Lauderdale Lakes
Kicia Daniel
Commissioner, Tamarac
Beam Furr
Mayor, Broward County
Aisha Gordon
Commissioner, Oakland Park
Denise Grant
Mayor, Lauderhill
Jeremy Katzman
Commissioner, Cooper City
Neil Kerch
Deputy Mayor, Sunrise
Edmund Malkoon
Mayor, Lauderdale-by-the-Sea
Everett Marshall, III
Commissioner, Lighthouse Point
Henry Mead
Vice Mayor, Weston
Wayne Messam
Mayor, Miramar
Nancy Metayer Bowen
Vice Mayor, Coral Springs
Erik Morrisette
Acting Clerk Commissioner, Pembroke Park
Tom Plaut
Commissioner, Deerfield Beach
Maria Rodriguez
Commissioner, Pembroke Pines
Paul Rolli
Commissioner, Wilton Manors
Rhonda Sigerson-Eaton
Commissioner, Pompano Beach
Joy Smith
Vice Mayor, West Park
Rich Walker
Mayor, Parkland

Samuel S. Goren, Esquire
Goren Cherof Doody & Ezrol, P.A.
Legal Counsel

Mary Lou Tighe
Executive Director
Sely Cochrane
Deputy Executive Director

The Broward County League of Cities is pleased to announce the 2025-2026 Scholarship Program to promote and provide financial assistance to those pursuing areas of study that benefit municipal government professionalism. Originally chartered in 1957, The Broward League of Cities is a non-partisan, non-profit membership organization, welcoming representation from all of Broward's 31 municipalities. Members work together to promote awareness of municipal services, concerns and accomplishments. Supporting the educational endeavors of students who plan to seek a career in municipal government is aligned with the League's belief that by working together on common goals, municipalities can be more successful in resolving the issues affecting the welfare of Broward County residents at the local, state and federal levels, particularly in challenging times. Read more at www.browardleague.org.

Policies and Procedures

Scholarship Availability

The Broward County League of Cities and its contributing Associate Members will sponsor four (4) individual **\$2,500** scholarships for expenses associated with academic endeavors at a college, university or technical institution for students pursuing studies with a career focus in a government related field. The name of the scholarship is the ***Broward County League of Cities Scholarship for Government Studies***. It is not transferable.

Eligibility Requirements

To be eligible for this scholarship, a student must:

- Be a 2026 graduating senior in a Broward County high school, and a permanent resident of Broward County;
- Be pursuing a major in public administration, political science, or a government related field at any accredited college or university or trade school in the United States; and
- Have a minimum cumulative unweighted grade point average of 2.5 (on a 4.0 scale), verified by a school transcript.

BROWARD COUNTY LEAGUE OF CITIES **SCHOLARSHIP FOR GOVERNMENT STUDIES**

Policies and Procedures (continued)

Selection Criteria

- **Preferential consideration** will be given to students who demonstrate:
 - ✓ Dedicated pursuit towards a career in public administration, political science, or any government related field
 - ✓ Involvement in work, volunteer service, or internships in public, government, community, and/or legislative environments
 - ✓ Familiarity of programs & mission of the Broward League of Cities
- The applicant must demonstrate strong communication and leadership skills and show maturity in judgment and purpose.
- Applicant must provide completed application including:
 - ✓ One (1) essay and one (1) personal statement (as outlined on Scholarship Application form)
 - ✓ Two (2) written letters of recommendation from a high school staff member, i.e., counselor, teacher, coach, or administrator, or from a member of the community who is familiar with the applicant's character
 - ✓ A scanned copy of an official transcript must be submitted with application or prior to application deadline
- Applicant **MUST** be available on the date of the interview (3/28/26) to be considered for the scholarship.

Scholarship Award Selection Process

The League's Youth Leadership Committee is comprised of local elected officials along with local business leaders. The Committee reviews all submitted (complete) applications. Semi-finalists selected after the first qualifying round will be contacted by email to arrange for a personal interview by the Committee. Upon completion of the interviews, the Committee makes the final selection. The selection and awarding of scholarships are entirely at the discretion of the Committee, and their decision is final.

APPLICATION DEADLINE

Complete applications must be submitted by email to scochrane@browardleague.org by 5:00 PM **February 25, 2026**

Incomplete applications will not be forwarded for consideration

IMPORTANT DATES

February 25, 2026.....Deadline for receipt of applications

March 28, 2026.....Interviews and selection

April 16, 2026.....Awards Dinner Recognition of Recipients.

Scholarship recipients and two guests will be invited to attend the Broward League of Cities General Membership Meeting on April 16, 2026 at 6:30 p.m. for the awarding of scholarships.

CHECKLIST

_____ Completed Application Form
_____ One Essay
_____ One Personal Statement
_____ Two Letters of Recommendation
_____ Transcript

For more information, please contact the League Office:

BROWARD COUNTY LEAGUE OF CITIES
Phone: 954-357-7370
scochrane@browardleague.org



City of Dania Beach Finance Memorandum

DATE: 2/24/2026

TO: Mayor and Commissioners

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

VIA: Yeimy Guzman, CPA, Chief Financial Officer

SUBJECT: Resolution Authorizing Funding for the FY2025-2026 Community Grant Program

Request:

Approval of a resolution authorizing funding for the FY 2025–2026 Community Grant applications.

Background:

On January 28, 2025, the City Commission adopted Resolution No. 2025-020, establishing the City's Community Grant Policy. This policy outlines the criteria for applying for and receiving Community Grant funding.

The city received 13 complete applications and three incomplete applications. After review by the City Commission and administration, funding is proposed for certain applicants that meet the City's criteria, do not duplicate services, and serve the Dania Beach community.

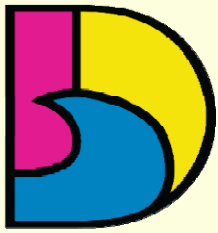
The City Commission seeks to approve grant funding as detailed in Exhibit A.

Budgetary Impact

Upon adoption of the resolution, notifications will be sent to applicants regarding their eligibility, and contracts will be executed with the corresponding parties. Funding for the approved applications is available and appropriated within Aids to Private Organizations Grants, Account No. 001-11-01-511-82-10.

Recommendation

Approve the resolution for the FY 2025–2026 budget, providing funding appropriations for approved applications.



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

FY 2026 Community Grant Program - Summary

Organization's name	Meets Minimum Criteria (Yes/No)	Amount Approved
Areawide Council on Aging of Broward County, Inc.	Yes	\$2,500
Friends of the Dania Beach Paul DeMaio Library	Yes	\$5,000
Hispanic Unity of Florida, Inc.	Yes	\$2,500
Humane Society of Broward County, Inc.	Yes	\$5,000
Lighthouse of Broward County, Inc.	Yes	\$5,000
Mobile School Pantry, Inc. South Florida	Yes	\$2,500
Serving with Grace, Inc.	Yes	\$2,500
The Dan Marino Foundation, Inc.	Yes	\$5,000
TOTALS		\$30,000

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, PURSUANT TO RESOLUTION NO. 2025-020, APPROVING THE 2025-2026 FUNDING UNDER THE CITY'S COMMUNITY GRANT POLICY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on January 28, 2025, the City Commission adopted Resolution No.: 2025-020 creating the City's Community Grant policy; and

WHEREAS, the Policy delineates the criteria for applying and receiving Community Grant funding; and

WHEREAS, the City received 13 complete applications and three incomplete applications; and

WHEREAS, the City Commission and the administration have reviewed the applications and propose to provide funding to certain applicants that meet the City's criteria and that do not duplicate services and serve the Dania Beach community; and

WHEREAS, the City Commission seeks to approve grant funding as delineated in Exhibit A to this resolution, which exhibit is incorporated by this reference into this resolution.

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 Community Grant funding as delineated in Exhibit A and contract execution with each organization.

Section 3. That funding for the approved applications is available and appropriated within the Aids to Private Organizations Grants No. 001-11-01-511-82-10.

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

Section 5. That this Resolution shall be in force and take effect 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 _____ _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY



City of Dania Beach City Attorney Memorandum

DATE: 2/24/2026

TO: Mayor and Commissioners

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

VIA: Eve A. Boutsis

SUBJECT: Update the Decorum Policy

Request:

To adopt an update to the City's Decorum Policy.

Background:

In 2020, the City adopted resolution 2020-032, which update the City's decorum statement.

Since that time, the City has provided clarification as to the implementation of the decorum policy. The proposed update reflects that at the discretion of the Mayor, as the presiding officer, allows applause during the ceremonial or celebratory portions of the meeting, such as: proclamations, presentations, awards, or public safety recognitions, as these are not action items are intended to honor individuals or events. However, to safeguard an orderly meeting and to preclude intimidation of speakers on agenda items, or designated public comments, the Mayor ordinarily precludes clapping, applauding, heckling or verbal outbursts during these portions of the agenda.

No other substantive edits were made to the policy.

Budgetary Impact

No budgetary impact.

Recommendation

Approve the Resolution

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, UPDATING THE CITY COMMISSION'S DECORUM POLICY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission wishes to create and adopt a "Decorum Policy" (the "Policy") that will apply to all citizens and speakers who wish to address the City Commission during Commission meetings; and

WHEREAS, such Policy defines a standard procedure to be adhered to by all persons who address the City Commission; and

WHEREAS, the Policy will be published on the first page of all agendas; and

WHEREAS, the Policy is being updated to include clear direction for the City Commission and public.

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 creates and adopts a "Decorum Policy" which will be applicable to all citizens and speakers that will define a standard procedure to be adhered to by all persons who address the City Commission. A copy of the Policy is attached as Exhibit "A", which is made a part of and is incorporated into this Resolution by this reference.

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

Section 4. That this Resolution shall be in force and take effect 10 days after passage and adoption.

SIGNATURES ON THE FOLLOWING PAGE

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

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.

The Mayor often allows applause during ceremonial or celebratory portions of the meeting, such as proclamations, presentations, awards, or public safety recognitions, as these are not action items are intended to honor individuals or events. However, to safeguard an orderly meeting and to preclude intimidation of speakers on agenda items, or designated public comments, the Mayor ordinarily precludes clapping, applauding, heckling or verbal outbursts during these portions of the agenda.

Based upon the foregoing, nNo 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.



City of Dania Beach City Manager Memorandum

DATE: 2/24/2026

TO: Mayor and Commissioners

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

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

SUBJECT: FILM REQUEST – PARKING SPACES AT OCEAN PARK

Request:

Approval of a reduced parking rate agreement and acknowledgment of filming activities coordinated through Film Lauderdale, a department of Broward County, for a two-day production within the City of Dania Beach by Sterling Virgil III, LLC. The production is scheduled as follows:

- Friday, February 27, 2026, from 8:00am – 10:00pm – Filming at the beach (north of the Pier) and on the Pier
- Monday, March 2, 2026, from 6:00am – 8:00pm – Filming at the Marina

Off-duty police officers or private security will be present for safety and traffic control. The production has completed the City's Special Event review process, and all required permits will be secured prior to filming.

Background:

The City partners with Film Lauderdale, which serves as a full-service, one-stop concierge film commission for Broward County. Film Lauderdale streamlines productions by issuing permits across municipalities in Broward County, coordinating logistics, and offering location assistance. All film permits in Broward County are processed through the Broward County Film Lauderdale Division.

Film Lauderdale recruits film and television productions to Broward County to stimulate economic growth by offering local incentives and production support. This project highlights Dania Beach's beachfront, pier, and marina, providing valuable exposure that enhances the City's marketing and tourism appeal.

Budgetary Impact

The production company will purchase parking at a rate of \$46.95 per space per day for both filming days:

- February 27, 2026 – 100 parking spaces
- March 2, 2026 – 113 parking spaces

Due to the large volume of parking secured across both days, the negotiated total revenue to the City will be \$10,000 versus \$12,780.00 for the two days (213 spaces at \$60.00 per space, maximum daily charge) .This revenue will directly support the Ocean Park Fund, assisting with future investments and improvements to the beach, pier, and marina facilities.

Recommendation

The City Administration recommends approving the attached Resolution, as it generates revenue, supports the Ocean Park Fund, and provides positive marketing exposure for Dania Beach while ensuring all safety and permitting requirements are met.

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING APPROVAL OF A REDUCED PARKING RATE AGREEMENT AND ACKNOWLEDGMENT OF FILMING ACTIVITIES COORDINATED THROUGH FILM LAUDERDALE, A DEPARTMENT OF BROWARD COUNTY, FOR A TWO-DAY PRODUCTION WITHIN THE CITY OF DANIA BEACH BY STERLING VIRGIL III, LLC.; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dania Beach partners with Film Lauderdale, which serves as a full-service, one-stop concierge film commission for Broward County. Film Lauderdale streamlines productions by issuing permits across municipalities in Broward County, coordinating logistics, and offering location assistance; and

WHEREAS, all film permits in Broward County are processed through the Broward County Film Lauderdale Division; and

WHEREAS, Film Lauderdale recruits film and television productions to Broward County to stimulate economic growth by offering local incentives and production support; and

WHEREAS, Film Lauderdale proposes a project which highlights Dania Beach's beachfront, pier, and marina, providing valuable exposure that enhances the City's marketing and tourism appeal; and

WHEREAS, the City adopted Resolution No. 2023-088, which sets the City's parking fee schedule for the beach and other parking areas; and

WHEREAS, due to the filming at the beach, which is for a two day period, which filming would promote the City of Dania Beach, the City is seeking to provide a reduced parking fee to accommodate the filming; and

WHEREAS, the City is seeking approval of a reduced parking rate agreement and acknowledgment of filming activities coordinated through Film Lauderdale, a department of Broward County, for a two-day production within the City of Dania Beach by Sterling Virgil III, LLC.; and

WHEREAS, the production is scheduled as follows:

- Friday, February 27, 2026, from 8:00 a.m. to 10:00 p.m. – Filming at the beach (north of the Pier) and on the Pier, and
- Monday, March 2, 2026, from 6:00 a.m. to 8:00 p.m. – Filming at the Marina; and

WHEREAS, off-duty police officers or private security will be present for safety and traffic control; and

WHEREAS, the production has completed the City's Special Event review process, and all required permits will be secured prior to filming; and

WHEREAS, the production company will purchase parking at a rate of \$46.95 per space per day for both filming days, which is February 27, 2026 for 100 parking spaces, and March 2, 2026, for 113 parking spaces; and

WHEREAS, due to the large volume of parking secured across both days, the negotiated total revenue to the City will be \$10,000.00 versus \$12,780.00 for the two days (213 spaces at \$60.00 per space, maximum daily charge); and

WHEREAS, this revenue will directly support the Ocean Park Fund, assisting with future investments and improvements to the beach, pier, and marina facilities; and

WHEREAS, the City Administration recommends approving this Resolution, as it generates revenue, supports the Ocean Park Fund, and provides positive marketing exposure for Dania Beach while ensuring all safety and permitting requirements are met.

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 a reduced parking rate agreement and acknowledgment of filming activities coordinated through Film Lauderdale, a department of Broward County, for a two-day production within the City of Dania Beach by Sterling Virgil III, LLC.

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 after passage and adoption.

SIGNATURES ON THE FOLLOWING PAGE

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

PARKING SPACE USE AND REDUCED RATE AGREEMENT

(BEACH AND MARINA FILM PRODUCTION)

This Parking Space Use and Reduced Rate Agreement (“Agreement”) is made and entered into on _____, 2026, by and between the **City of Dania Beach, Florida**, a Florida municipal corporation (“City”), and **Sterling Virgil III, LLC**, a New York limited liability company (“Producer”).

Recitals

A. Producer has obtained or is in the process of obtaining all required filming approvals through Film Lauderdale and the City’s Special Event process for a two-day film production within the City.

B. The City’s current beach parking rate is established by Resolution No. 2023-088.

C. The City Commission, by Resolution, has authorized a reduced parking rate for this production due to the volume of parking requested and the promotional value to the City.

D. The parties desire to set forth the terms under which Producer may utilize designated parking spaces at the reduced rate.

1. Dates and Locations

Producer is authorized to utilize designated public parking spaces on the following dates and locations:

- **February 27, 2026** – Beach area north of the Pier (100 spaces)
- **March 2, 2026** – Marina area (113 spaces)

Exact parking areas and any necessary block-offs shall be coordinated in advance with the City’s Public Services and Police Departments. The City reserves the right to adjust final placement for operational, safety, or emergency needs.

2. Number of Spaces

Producer is authorized to reserve:

- 100 spaces on February 27, 2026
- 113 spaces on March 2, 2026

Total authorized spaces: **213**

This authorization is limited to the dates and quantities stated above.

3. Reduced Rate and Payment

- A. The City Commission has authorized a one-time reduced parking rate of **\$46.95 per space per day**, solely for the dates, locations, and number of spaces identified in this Agreement.
- B. This reduced rate constitutes a deviation from the parking fees established under Resolution No. 2023-088 and is expressly limited to this production. No future rate reduction shall be implied or established by this Agreement.
- C. The total parking fee for 213 spaces across both authorized dates shall be **Ten Thousand Dollars (\$10,000.00)**, payable in full no later than five (5) business days prior to February 27, 2026.
- D. The reduced rate is conditioned upon advance payment in full. If payment is not timely received, or if additional spaces or dates are requested, the City's standard adopted parking rates shall apply unless separately approved by the City Commission.
- E. The fee is based on reservation of spaces, not actual occupancy. No reduction shall apply if fewer spaces are ultimately utilized.

4. Temporary License; No Property Interest

- A. This Agreement grants Producer a limited, non-exclusive, revocable license to utilize designated parking spaces solely for the dates and purposes identified herein.
- B. This Agreement does not create and shall not be construed as creating a leasehold interest, easement, exclusive possession, tenancy, or any other real property right.
- C. The City retains full authority over the parking facilities and may modify, restrict, or revoke this license, in whole or in part, if necessary for public safety, emergency response, governmental operations, or other municipal purposes.
- D. Nothing herein shall be deemed a waiver of the City's governmental authority, police powers, or sovereign immunity under Florida law.

5. Compliance with Laws, Permits, and Operational Requirements

- A. Producer shall obtain and maintain all required permits and approvals for filming activities, including all approvals issued through Film Lauderdale and the City's Special Event process.
- B. Producer shall comply with all applicable federal, state, county, and municipal laws, ordinances, regulations, and permit conditions.

C. Producer shall comply with all reasonable directives issued by the City's Police Department, Public Services Department, Fire Department, and authorized City representatives during the production period.

D. Emergency access lanes and ADA-accessible parking requirements shall be maintained at all times unless otherwise specifically approved in writing by the City.

E. Any required traffic control, signage, or public notification shall be coordinated with and approved by the City in advance.

Failure to comply with this Section shall constitute a material breach of this Agreement.

6. Insurance and Indemnification

A. Certificate of Insurance is attached as Exhibit "A" and is incorporated into this Agreement by this reference.

B. All insurance shall remain in effect for the duration of the filming activities. No access to reserved parking areas shall be permitted until required certificates are received and approved by the City.

C. Producer shall indemnify, defend, and hold harmless the City, its officers, employees, and agents from and against any and all claims, damages, losses, liabilities, and expenses, including reasonable attorney's fees, arising out of or resulting from Producer's use of the parking areas, including the acts or omissions of Producer's employees, agents, contractors, or subcontractors, except to the extent caused by the City's sole negligence.

D. Nothing in this Agreement shall be construed as a waiver of the City's sovereign immunity under Florida law.

7. Damage; Inspection; Restoration

A. Producer shall use the parking areas in a careful and workmanlike manner and shall not damage pavement, striping, signage, meters, lighting, landscaping, irrigation systems, utilities, or other City infrastructure.

B. The City reserves the right to inspect the parking areas before and after the authorized use period. Any damage attributable to Producer's activities shall be repaired or restored at Producer's sole expense.

C. Producer shall remove all equipment, cones, signage, debris, and materials and restore the parking areas to substantially the same condition existing prior to use no later than two (2) hours following completion of filming on each date.

D. If Producer fails to promptly repair or restore damaged areas to the City's satisfaction, the City may perform such repairs and invoice Producer for all associated costs. Payment shall be due within thirty (30) days of invoice.

E. Producer shall remain responsible for latent or subsequently discovered damage arising from its use of the parking areas.

8. Cancellation; Reservation Basis; Refunds

A. The parking fee is based upon reservation of designated spaces and not actual occupancy. No reduction shall apply if fewer spaces are utilized.

B. If Producer cancels this Agreement more than seventy-two (72) hours prior to the first filming date, the City shall refund the full parking fee.

C. If Producer cancels within seventy-two (72) hours of the first filming date, the City may retain documented, reasonable administrative costs incurred in preparation for the reserved parking, including but not limited to staff time, public notification, signage, and operational coordination. The remainder of the fee, if any, shall be refunded.

D. If cancellation occurs after parking block-offs have been implemented or City personnel have been deployed, the City may retain reasonable costs associated with such deployment.

E. Any rescheduling due to weather shall be subject to availability and written approval by the City. The City shall have sole discretion to determine whether cancellation is required for public safety.

F. In the event the City cancels or modifies access pursuant to Sections 11 or 12 of this Agreement, the City's sole obligation shall be to refund any unused portion of the parking fee, and the City shall not be liable for consequential damages.

9. No Precedent; Reservation of Discretion

A. The reduced rate authorized under this Agreement is specific to the production, dates, and number of parking spaces identified herein and is approved pursuant to the Resolution adopted at the February 24, 2026 Commission Meeting.

B. Nothing in this Agreement shall be construed as amending, modifying, or superseding the parking rates established under Resolution No. 2023-088, which shall remain in full force and effect except as expressly authorized herein.

C. The City reserves sole and absolute discretion to approve or deny any future request for reduced parking rates, and no party shall have any expectation of similar treatment based upon this Agreement.

10. Effective Date

This Agreement becomes effective upon execution by both parties and approval by the City Commission.

11. Default; Suspension; Termination

A. The City may suspend or terminate this Agreement, in whole or in part, upon written notice if Producer:

1. Fails to remit required payment;
2. Fails to maintain required insurance;
3. Violates applicable laws or permit conditions;
4. Fails to comply with City directives issued pursuant to this Agreement; or
5. Otherwise materially breaches any provision of this Agreement.

B. The City may immediately suspend access to reserved parking areas if, in the City's sole judgment, Producer's activities create unsafe conditions or interfere with emergency operations.

C. In the event of termination or suspension due to Producer's breach, Producer shall not be entitled to any refund and shall remain responsible for all costs incurred by the City as a result of such breach.

D. Termination or suspension shall not limit any other remedies available to the City at law or in equity.

12. Force Majeure; Governmental Authority

A. The City's obligations under this Agreement shall be suspended or excused, in whole or in part, in the event of weather events, hurricanes, tropical systems, declared local, state, or federal emergencies, acts of God, utility failures, civil disturbances, public safety incidents, governmental orders, or any other circumstances beyond the City's reasonable control.

B. In such event, the City may modify, suspend, or revoke the license granted herein without liability for damages, including but not limited to production delays, lost profits, or consequential damages.

C. The City's exercise of its police powers or governmental authority shall not constitute a breach of this Agreement.

D. In the event of cancellation pursuant to this Section, the City's sole obligation shall be refund of any unused portion of the parking fee.

14. Limitation of Liability; Sovereign Immunity

A. To the fullest extent permitted by law, the City shall not be liable to Producer for any indirect, incidental, consequential, special, exemplary, or lost-profit damages arising out of or relating to this Agreement, including but not limited to production delays, lost revenue, or loss of business opportunity.

B. Nothing in this Agreement shall be construed as a waiver of the City's sovereign immunity under Section 768.28, Florida Statutes, or as consent by the City to be sued by third parties. Any liability of the City shall be strictly limited to the extent and monetary limits set forth in Section 768.28, Florida Statutes.

C. Nothing in this Agreement shall be interpreted to increase, expand, or modify the City's liability beyond that provided under Florida law.

15. Independent Contractor; No Agency

A. Producer is an independent contractor and is not an agent, partner, joint venturer, or employee of the City.

B. Producer shall have no authority to bind the City, incur obligations on behalf of the City, or represent to any third party that it is acting on behalf of the City.

C. Producer shall be solely responsible for the acts and omissions of its employees, agents, contractors, and subcontractors.

D. Nothing in this Agreement shall be construed to create any employment, partnership, or joint venture relationship between the parties.

16. Entire Agreement; Amendments; Authority

A. This Agreement constitutes the entire agreement between the parties regarding the subject matter herein and supersedes all prior negotiations, representations, or understandings, whether written or oral.

B. No amendment, modification, or waiver shall be valid unless in writing and approved by the City in accordance with applicable law and municipal procedures.

C. No statement, email, or course of conduct by any City employee shall be deemed to modify this Agreement unless formally approved and executed by authorized City officials.

D. If any provision is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the dates set forth below.

ATTEST:

CITY:

CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation

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

PRODUCTION COMPANY:
Sterling Virgil III, LLC
a New York Limited Liability Company

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 STERLING VIRGIL III, LLC, a New York limited liability
company. He/she is personally known to me or has produced _____ as
identification.

My Commission Expires:

NOTARY PUBLIC
State of _____



CERTIFICATE OF LIABILITY INSURANCE

DATE 01/27/2026

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

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

PRODUCER HUB INTERNATIONAL INSURANCE SERVICES, LLC 16030 VENTURA BLVD #500 ENCINO, CA 91436	CONTACT NAME: JACKSON SPIRITO	
	PHONE (A/C, No, Ext): (818) 464-1387	FAX (A/C, No)
	E-MAIL ADDRESS: JACKSON.SPIRITO@HUBINTERNATIONAL.COM	
	PRODUCER CUSTOMER ID #:	
	INSURER(S) AFFORDING COVERAGE	
INSURED Sterling Virgil III, LLC 350 Theodore Fremd Ave Ste 120 New York, NY 10580-1687	INSURER A : FIREMANS FUND INSURANCE COMPANY	
	INSURER B :	
	INSURER C:	
	INSURER D:	
	INSURER E:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL LTR	SBUR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC	X	X	UST035944250	7/10/2025	7/10/2026	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any on person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$1,000,000 DEDUCTIBLE:
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULE AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS	X	X	UST035944250	7/10/2025	7/10/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	A ☒ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DEDUCTIBLE ☐ RETENTION \$ 0	X	X	UST033095251	8/11/2025	7/10/2025	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below THIRD PARTY PROPERTY DAMAGE MISC. RENTED EQUIPMENT PROPS / SETS / WARDROBE	Y/N ☐ N/A					WC STATU-TORY LIMIT OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
A				UST035878250	8/11/2025	8/11/2026	LIMIT: \$1,000,000 DED PER LOSS: \$5,000 LIMIT: \$2,000,000 DED PER LOSS: \$7,500 LIMIT: \$2,000,000 DED PER LOSS: \$5,000

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

PRODUCTION ENTITLED: "GOD OF TIDES"

THE CERTIFICATE HOLDER IS INCLUDED AS ADDITIONAL INSURED WITH RESPECT TO THE GENERAL LIABILITY, AUTO LIABILITY, UMBRELLA LIABILITY AND A LOSS PAYEE UNDER THE PRODUCTION PACKAGE BUT ONLY AS RESPECTS THEIR AGREEMENT WITH THE NAMED INSURED.

CERTIFICATE HOLDER**CANCELLATION**

City of Dania Beach
100 West Dania Beach Blvd.
Dania Beach, FL 33004

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

AUTHORIZED REPRESENTATIVE



City of Dania Beach Community Development Memorandum

DATE: 2/24/2026

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
Jessica Mackey, Planner

SUBJECT: RZ-034-24 Griffin Living Re-zoning First Reading

Request:

The applicant is requesting to rezone two (2) properties, located at 4880 SW 28 Avenue and 4901 SW 27 Terrace, from Two-Family Residential District (RD-8000) and Single-Family 6000 Residential District (RS-6000), respectively, to Planned Residential Development District (PRD-1), pursuant to Land Development Code (LDC) Article 645.

Property Information

	<u>4880 SW 28 Avenue</u>	<u>4901 SW 27 Terrace</u>
CURRENT ZONING:	Two-Family Residential District (RD-8000)	Single-Family 6000 Residential District (RS-6000)
LAND USE	Low-Medium (10) Residential	Low-Medium (10) Residential (LM-10)
DESIGNATION:	(LM-10)	
SITE ACREAGE:	0.26 Net Acres (11,422 SF)	0.33 Net Acres (14,190 SF)
EXISTING USE:	Vacant	Single-Family Home
VIOLATIONS ON PROPERTY	Two (2) open code violation cases	One (1) open code violation case

Background:

The two (2) subject properties together encompass 0.59 net acres located south of Griffin Road between SW 27th Terrace and SW 28th Avenue. The parcels are abutting the Griffin Living building, a mixed-use development to the north, as well as an established single-family neighborhood to the south.

The property located at 4880 SW 28 Avenue is currently vacant and zoned residential (RD-8000). A permit for the demolition of the existing single-family home was completed in 2023 (Permit # 2021-0621). The property has two open code violations (Cases #2025-1008 and #2026-0065) for work

without a building permit (installing a new PVC fence) and operating a valet parking service on a vacant lot. There is an open permit for a PVC fence (Permit #2025-1562).

The property located at 4901 SW 27 Terrace has a single-family home and is zoned residential (RS-6000). The property has one open code violation (installing a new driveway, PVC fence, and A/C unit) (Case #2025-0873). An after-the-fact building permit for the concrete driveway/courtyard was canceled on September 5, 2025 (Permit #2025-1077). The building permit for the PVC fence expired on January 17, 2026 (Permit #2025-1075).

The applicant proposes to provide amenities of a pool and recreation building to support the previously constructed Griffin Living development. This rezoning request will allow the three (3) properties to function as one development.

Rezoning Criteria Outlined in the City's LDC:

1. The request is consistent with the City's Comprehensive Plan.

Applicant's response: The re-zoning request is consistent with the City's Comprehensive Plan. The plans at the existing time are to use the recently acquired lots for a swimming pool (accessory structure) for the Griffin Living Project. At the current time the Owner has no plans to place any commercial uses on these two parcels. Since the parcels currently have a residential land use designation, the re-zoning to PRD-1 with an underlying Residential Land Use means that the zoning will be consistent with the City's Comprehensive Plan.

Community Development Staff Analysis: A review to determine compatibility with existing and Future Land Use designation of properties was conducted. The subject parcels would have no dwelling units. Therefore, the Rezoning is compatible with the Future Land Use Element of the Comprehensive Plan

The Rezoning request is consistent with

- Future Land Use Objective 1.1.1 which states that the City's objective is to maintain land development regulations to encourage a mix of residential types and provide good quality of life for residents.*
- Housing and Neighborhoods Element Goal 2.1 which is to achieve a supply of housing that offers a variety of residential unit types by the creation of a full range of quality housing types.*
- Housing and Neighborhoods Element Objective 2.1.1 which states the City's objective to upgrade the quality of existing housing and assure that new construction is of the highest possible quality.*

Therefore, staff agree that the request is consistent with the Comprehensive Plan.

2. The request is consistent with all applicable redevelopment plans, corridor plans, neighborhood plans and master plans approved by the City Commission.

Applicant's response: The requested re-zoning is consistent with all applicable redevelopment plans, corridor plans, neighborhood plans and master plans to the extent that such plans exist for this area.

Community Development Staff Analysis: There are no applicable redevelopment plans, corridor plans, neighborhood plans or master plans for the area that the subject properties are located, therefore the

request is consistent.

3. *The request would not give privileges not generally extended to similarly situated property in the area, or result in an isolated zoning district unrelated to adjacent or nearby districts.*

a. *The request furthers the City's adopted community redevelopment plan, if applicable.*

There are not adopted community redevelopment plans for this area but the rezoning for an already existing project is a goal common to the City's Comprehensive Plan.

b. *An error or ambiguity must be corrected.*

There is no current error or ambiguity in the Code. However, the parcels are now part and parcel of an already approved project and it would be inconsistent to allow a single project to have inconsistent zoning districts.

c. *There exists changed or changing conditions which make approval of the request appropriate..*

Changed or changing conditions exist which make approval of the request appropriate. The Unity of Title and the Declaration constitute changed circumstances and changed conditions regarding the Property sought to be rezoned.

d. *Substantial reasons exist why the property cannot be used in accordance with existing zoning.*

The properties cannot be used in accordance with existing zoning. The existing zoning districts which the properties are currently zoned do not allow mixed use nor would they allow a pool to serve the mixed use or any other uses which would serve the mixed use development of which these parcels are now a part.

e. *The Rezoning is appropriate for the orderly development of the City and is compatible with existing (conforming) adjacent land uses, and planned adjacent land uses.*

Applicant's response: The re-zoning is appropriate for the orderly development of the City. The re-zoning is adjacent to and seeks to be part of an already existing mixed-use project and allows the portions of the mixed-use project to be located on the properties sought to be re-zoned. This allows for both the orderly development of the City and the project. It is also compatible with existing zoning and land uses. The Rezoning request will not give privileges extended to other similarly situated properties or result in an isolated zoning district. The PRD-1 Zoning District allows mixed-use, commercial and residential uses, to occur on one property and the Unity of Title and the Declaration mean that these properties are being added to the already approved Griffin Living Project which is zoned PRD-1. Rezoning these parcels to PRD-1 allows the parcels to be a part of the Griffin Living Project.

Community Development Staff Analysis: The PRD-1 zoning is consistent with the Griffin Living project to the north (2750 Griffin Road) which is zoned as PRD-1, therefore it would not result in isolated zoning (spot zoning). This Griffin Living property was recently developed, resulting in a change in conditions that make approval of the request appropriate. PRD-1 district provides flexibility in the design and development of infill residential lots with odd shapes or small sizes, in a manner that is compatible with existing residential development and the Comprehensive Plan. The existing single-family residential uses to the south, east, and west of the subject properties are compatible with PRD-1, as they are all residential land uses.

Community Outreach

A community meeting was held on January 12, 2026, at PJ Meli Park Aquatic Complex. The meeting began at 6:00 PM and included fourteen (14) residents and three (3) representatives from the project. An updated site plan that included a ten-foot (10') landscape buffer in the front yard with no curb cuts was presented. The project representative clarified that no additional residential units are being proposed and that the existing building would function as a clubhouse. Residents expressed frustration about the building's current use as a synagogue/community center/event space, increased traffic on SW 27th Terrace, and questions about who may access amenities. At the meeting, residents raised concerns related to parking spillover, speeding, trash, flooding, noise and allowed redevelopment of the site in the long term. One resident requested the return of speed bumps. The developer noted that the new site plan includes an exfiltration trench to address flooding. The applicants explained that the rezoning is solely to permit a pool as an accessory use and emphasized that no additional density is being sought. A summary of the meeting provided by the applicant is included in the backup.

The City also received calls from few residents concerned about the expansion of this development, specifically related to parking and traffic.

This item was duly advertised, posted, and noticed in accordance with Article 610 of the Land Development Code (LDC).

Comprehensive Plan

This application supports the City's Comprehensive Plan by advancing the following goals, objectives and policies:

Future Land Use Element

- **Objective 1.1.1** Maintain land development regulations to promote orderly growth, redevelopment, and placement of land uses, to encourage a mix of residential types, and provide a good quality of life for residents. Coordinate all future land use decisions with the appropriate topography and soil conditions, and availability of facilities and services, considering flood risk and land use designations as per the Future Land Use Map.
- **Objective 1.1.5** Maintain land development regulations, zoning ordinances, and other administrative rules to implement the comprehensive plan.
- **Policy 1.1.9.2** All proposed development and future land uses shall be compatible with adjacent land uses.
- **Policy 1.1.5.4** Residential land permitted uses and densities will be in accordance with the Future Land Use Element of the Comprehensive Plan

Housing and Neighborhoods Element

- **Goal 2.1:** Achieve a supply of housing that offers a variety of residential unit types and prices for current and future homeowners and renters at all household income levels by the creation and/or preservation of a full range of quality housing units
- **Objective 2.1.1:** Upgrade the quality of existing housing and assure that new construction is of the highest possible quality, and resilient, while supporting the position that the City's housing supply will be principally provided by the private sector.

Staff Analysis

The request to rezone the properties located at 4880 SW 28 Avenue and 4901 SW 27 Terrace from

Two-Family Residential District (RD-8000) and Single-Family 6000 Residential District (RS-6000) to Planned Residential Development District (PRD-1) meets the Rezoning criteria and is consistent with the City's Comprehensive Plan, including the Future Land Use designation of Low-Medium (10) Residential (LM-10). The LM-10 future land permits a maximum of ten (10) dwelling units per gross acre. The proposed site plan modification does not increase density and therefore complies with the allowable density.

The Rezoning of these two (2) properties will allow the applicant to convert the existing single-family home into a clubhouse and add a pool amenity to the previously developed Griffin Living development. These amenities are intended to function as accessory uses exclusively for residents of the Griffin Living development; such accessory uses are permitted within the PRD-1 district. Community Development staff have requested that the applicant include a note on the site plan clearly stating that the property is to be used solely by Griffin Living residents.

A six-foot masonry wall, designed to match the clubhouse wall finish, along with a row of areca palm trees, is proposed along the south side of the properties to provide the required buffer from adjacent residential homes. Areca palms were selected in lieu of Category 1 trees for installation along the south boundary line. Installing Category 1 trees in this location would negatively impact the on-site and off-site preserve trees and their overhanging canopy. Therefore, the proposed areca palms offer a practical and effective buffering solution while protecting existing mature tree resources.

This rezoning application will require two (2) readings by the City Commission.

Budgetary Impact

Approval of the Rezoning will have no budgetary impact on the City.

Planning and Zoning Board Recommendation

The Planning and Zoning Board met on February 18, 2026, after this report was produced. The results of their recommendation will be presented at the February 24, 2026, City Commission meeting.

Budgetary Impact

Approval of the Rezoning will have no budgetary impact on the City.

Recommendation

Community Development staff have reviewed the application for consistency with the above reference standards identified in the City's LDC and find that the proposed Rezoning is consistent with the Goals, Objectives, and Policies of the City's Comprehensive Plan. Therefore, staff support the Rezoning application and request that the City Commission approve this ordinance on first reading.

ORDINANCE NO. 2026-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE APPLICATION REQUEST (RZ-034-24, MADE BY ROD A. FEINER, ESQ., ON BEHALF OF 2700 GRIFFIN HOLDINGS LLLP, A FLORIDA LIMITED LIABILITY LIMITED PARTNERSHIP FOR PROPERTIES GENERALLY LOCATED AT 4901 SW 27th TERRACE AND 4880 SW 28th AVENUE IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT “A,” A COPY OF WHICH IS ATTACHED TO THIS ORDINANCE; TO REZONE THE PROPERTIES FROM TWO-FAMILY RESIDENTIAL DISTRICT (RD-8000) AND SINGLE-FAMILY 6000 RESIDENTIAL (RS-6000) TO PLANNED RESIDENTIAL DEVELOPMENT DISTRICT (PRD-1), SUBJECT TO CERTAIN RESTRICTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 28, “Land Development Code,” (“LDC”) Part 6, “Development Review Procedures and Requirements,” Article 645 “Rezoning” of the City Code of Ordinances (the “City Code”), 2700 Griffin Holdings LLLP, a Florida limited liability limited partnership (the “Applicant”) has applied to the City of Dania Beach (the “City”) for approval of a Rezoning (RZ-034-24) from RD-8000 and RS-6000 to PRD-1 for properties generally located at 4901 SW 27th Terrace and 4880 SW 28th Avenue, respectively, as legally described in Exhibit “A;” and

WHEREAS, the City Planning and Zoning Board, sitting as the Local Planning Agency, held a duly advertised public hearing on January 21, 2026 and determined that the proposed rezoning is consistent with the goals and objectives of the City of Dania Beach Comprehensive Plan, and therefore recommended approval of the proposed Rezoning (RZ-034-24) request; and

WHEREAS, the City Commission is required to conduct two (2) duly noticed public hearings in accordance with law; and

WHEREAS, the City Commission finds that the approval of the proposed Rezoning (RZ-034-24) will protect the public health, safety, and welfare of the residents of the City, and further the purpose, goals, objectives and policies of the Comprehensive Plan.

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 “Land Development Code,” Part 6 “Development Review Procedures and Requirements,” Article 645 “Rezoning,” the Rezoning request (RZ-034-24) from RD-8000 and RS-6000 to PRD-1 for the properties generally located at 4901 SW 27th Terrace and 4880 SW 28th Ave., as legally described in Exhibit “A,” is approved, subject to the condition that a Declaration in Lieu of a Unity of Title be recorded in the Public Records of Broward County, Florida within thirty (30) days of the date of this Ordinance or this Ordinance shall be deemed null and void.

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 if any section, clause, sentence or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 5. That all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are repealed to the extent of such conflict.

Section 6. That this Ordinance shall be effective immediately upon its passage and adoption 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

EXHIBIT “A”
LEGAL DESCRIPTION

LEGAL DESCRIPTION:

PARCEL 'A', "GRIFFIN LIVING", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 183, PAGES 556 AND 557, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

TOGETHER WITH:

LOT 4, BLOCK 2, "SEMINOLE PARK SUBDIVISION", ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 24, PAGE 32, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

AND

THE NORTH 86 FEET OF THE SOUTH 206 FEET MEASURED ALONG THE EAST AND WEST PROPERTY LINES OF THE FOLLOWING DESCRIBED PROPERTY:

THAT PORTION OF LOT 4, BLOCK 2 OF "SECTION 32, TOWNSHIP 50 SOUTH, RANGE 42 EAST", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 32, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; SAID LANDS LYING AND BEING IN BROWARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE WEST 1/2 OF LOT 4, OF BLOCK 2 AND RUN THENCE SOUTH ON THE EASTERLY BOUNDARY LINE OF THE WEST 1/2 OF LOT 4, BLOCK 2, A DISTANCE OF 528 FEET; THENCE RUN IN AN EASTERLY DIRECTION ON THE LINE PARALLEL WITH THE NORTHERLY BOUNDARY LINE OF SAID LOT 4, BLOCK 2, A DISTANCE OF 165 FEET; THENCE RUN NORTH ON A LINE PARALLEL WITH THE EASTERLY BOUNDARY LINE OF THE WEST 1/2 OF SAID LOT 4, OF BLOCK 2; THENCE RUN WEST ON THE NORTHERLY BOUNDARY LINE OF SAID LOT 4, BLOCK 2, A DISTANCE OF 165 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING AND BEING IN THE CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA AND CONTAINING A TOTAL OF 103,383 SQUARE FEET (2.373 ACRES), MORE OR LESS.

EXHIBIT “B”
PROPOSED LOTS FOR REZONING



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

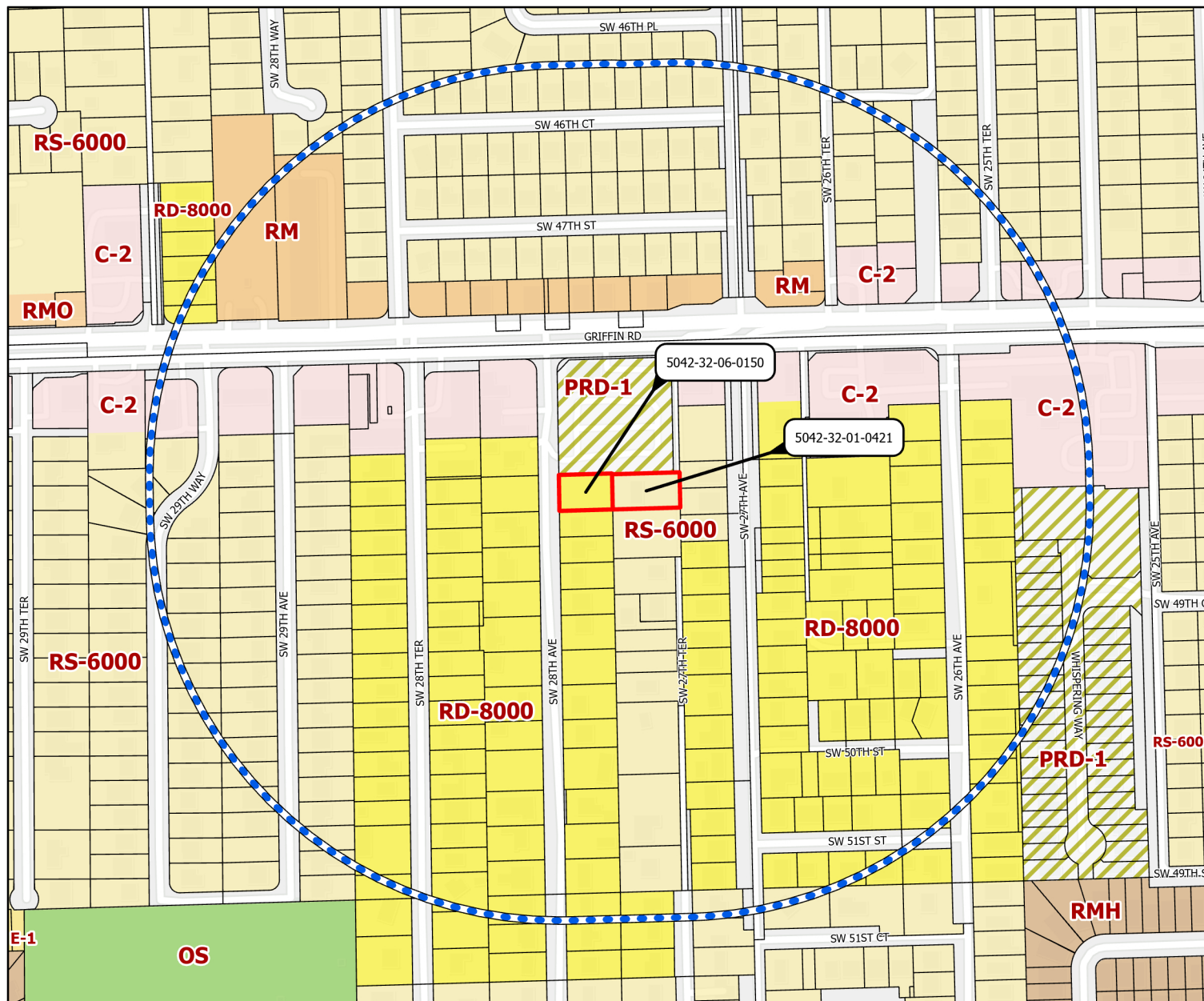
Location Map

APPLICATION:
RZ-34-24

ADDRESS:
4880 SW 28 Ave
(Current zoning RD-8000)
& 4901 SW 27 Ter
(Current zoning RS-6000)

FOLIO:
5042-32-06-0150;
5042-32-01-0421

REQUEST:
Rezoning



Legend

- Parcels
- Proposed Parcel
- 1,000ft Buffer

Zoning Designations

- C-2: COMMUNITY BUSINESS
- E-1: S.F. ESTATE

- OS: OPEN SPACE
- PRD-1: PLANNED RES DEV
- RD-8000: RESIDENTIAL
- RM: MULTI FAMILY 10DU/AC

- RMH: MOBILE HOME
- RMO: RESIDENTIAL MULTI-FAM OFFICE
- RS-6000: SINGLE FAMILY 6000



Date: 1/8/2026

0 200 400 600 Feet

Florida Technical Consultants



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

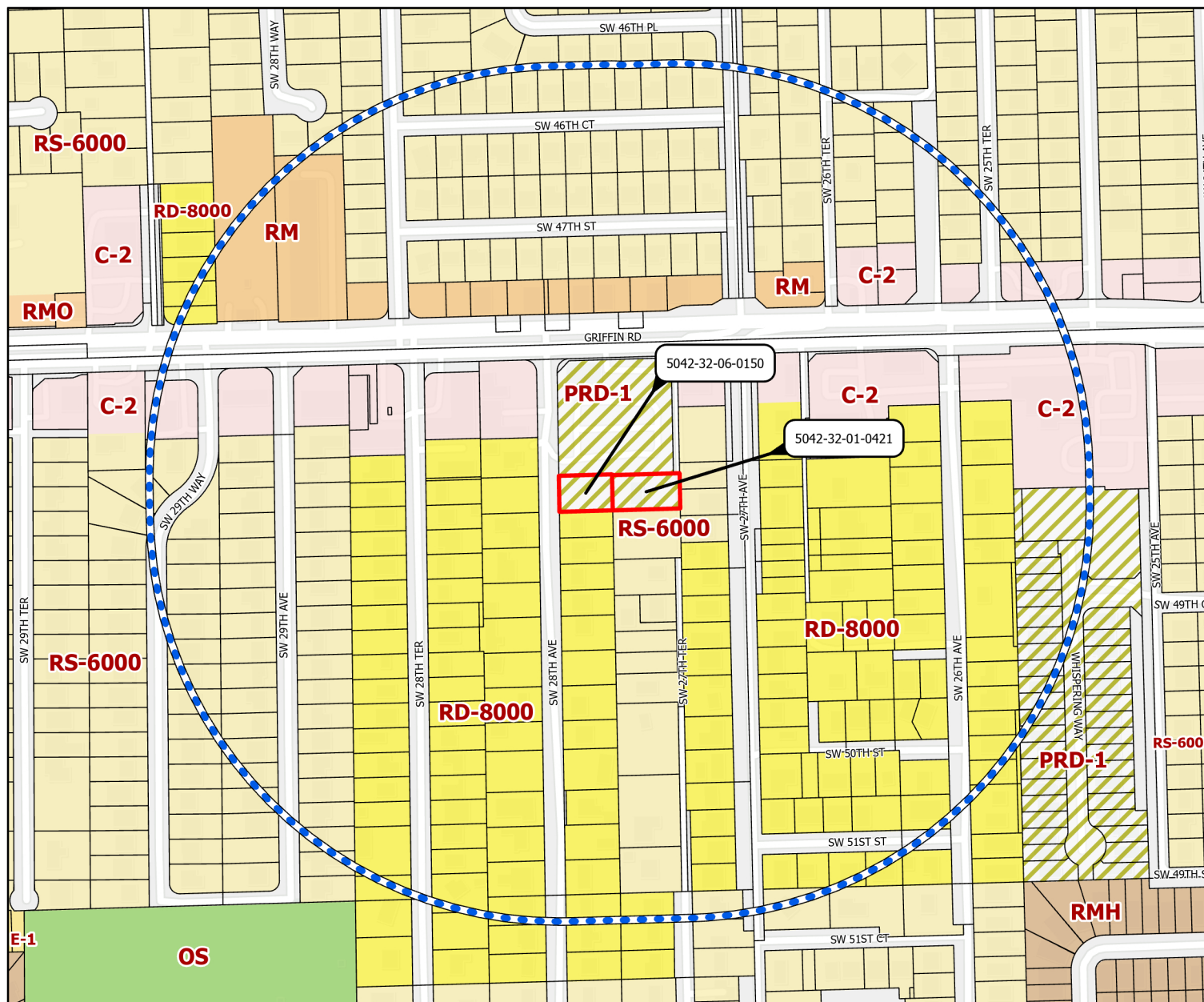
Location Map

APPLICATION:
RZ-34-24

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(Proposed rezoning PRD-1)
& 4901 SW 27 Ter
(Proposed rezoning PRD-1)

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5042-32-06-0150;
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Rezoning



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Date: 1/8/2026

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Florida Technical Consultants



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

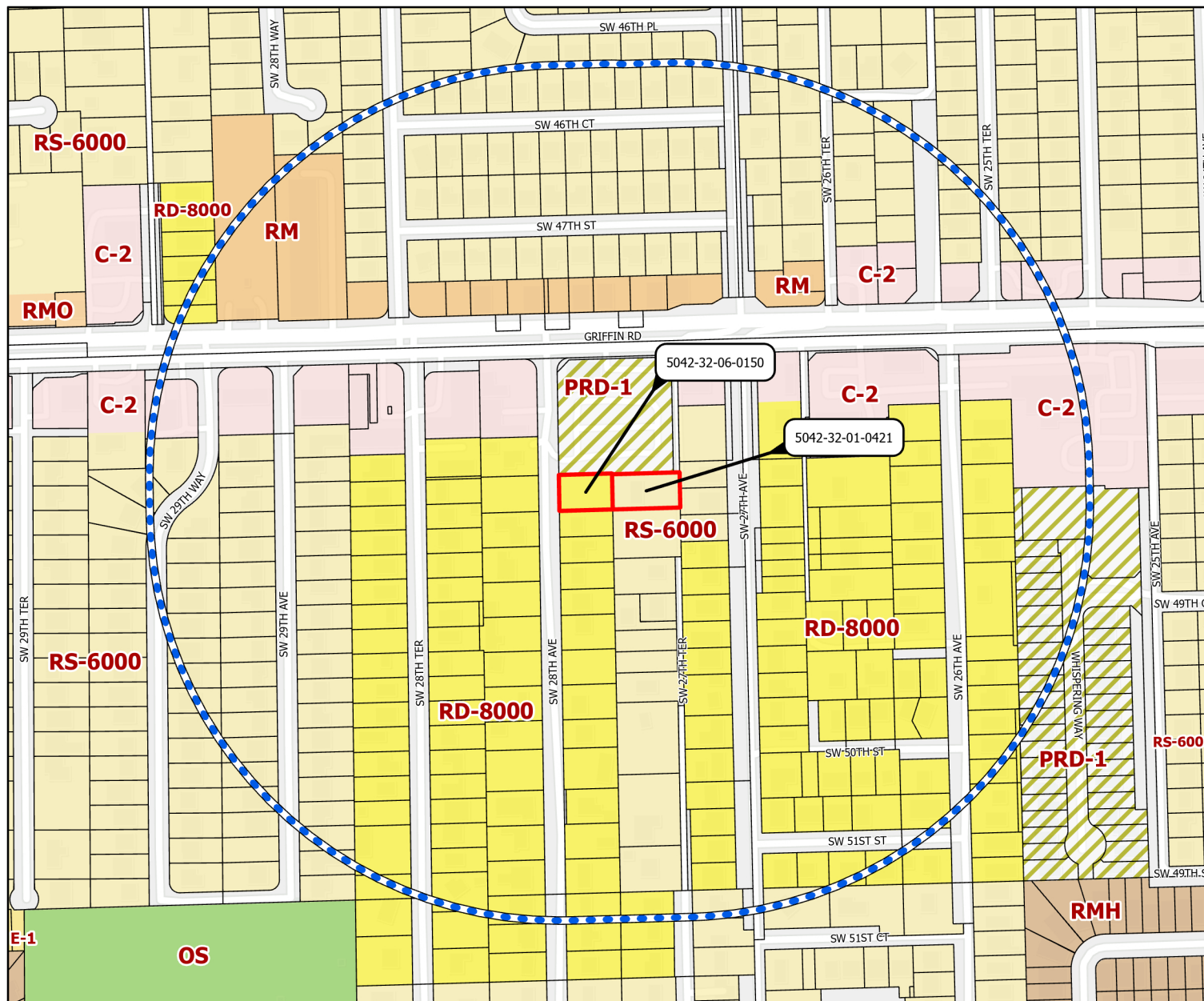
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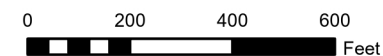
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Date: 1/8/2026



Florida Technical Consultants



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

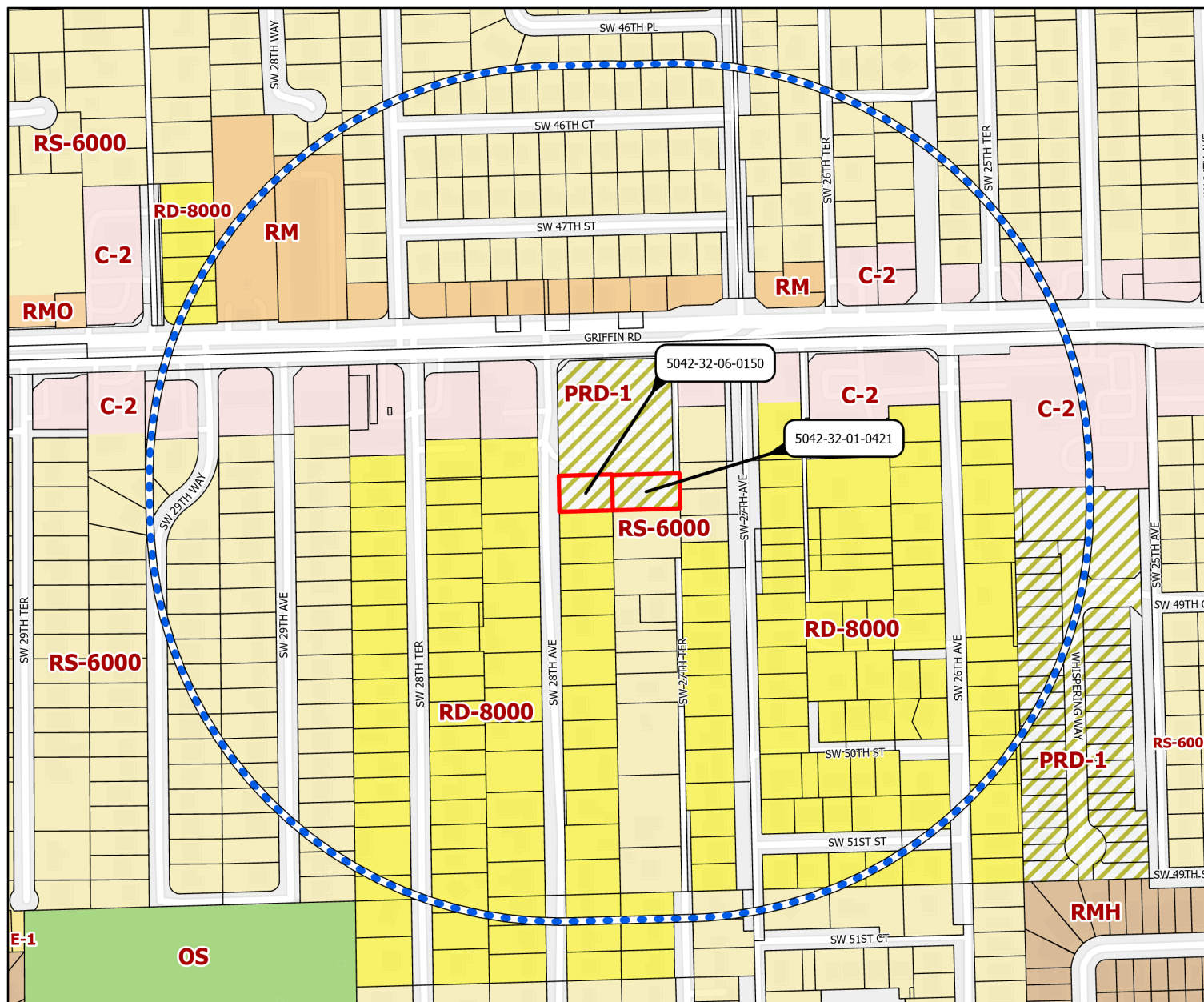
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5042-32-06-0150;
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Date: 1/8/2026

0 200 400 600 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: _____

Date Rec'd: _____

Petition No.: PZ-034-24

(SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)

THIS APPLICATION WILL NOT BE ACCEPTED UNTIL IT IS COMPLETE AND SUBMITTED WITH ALL NECESSARY DOCUMENTS. Refer to the application type at the top of this form and "Required Documentation" checklist to determine the supplemental documents required with each application. For after the fact applications, the responsible contractor of record shall be present at the board hearing. Failure to attend may impact the disposition of the application. The applicant or their authorized legal agent must be present at all meetings. All projects must also obtain a building permit from the City Building Division.

The City's DRC process requires a hard copy of the application and application fee payment to be submitted to City Planning staff BEFORE electronic submittal will be accepted for processing. Applications will only be accepted on the submittal date identified on the annual DRC Meeting Deadline schedule. The application must identify the number of proposed residential dwelling units and/or the square footage of commercial/industrial use, as applicable. Once the application and fee are received a file number will be issued which must be used to identify the project when submitting electronically. Once the file number is issued, the applicant has 24 hours to load the plans electronically. Failure to submit within 24 hours will require the application to begin again the following month.

Location Address: 4880 SW 28th Avenue and 4901 SW 27th Terrace

Lot(s): 4 Block: 2 Subdivision: Seminole Park

Recorded Plat Name: Seminole Park and Reed Land Co.

Folio Number(s): 5042 3206 0150 Legal Description: See attached
5042 3201 0421

Applicant/Consultant/Legal Representative (circle one) Rod A. Feiner

Address of Applicant: 1404 S Andrews Ave, Fort Lauderdale, FL 33316

Business Telephone: 954-761-3636 Home: 954-600-9451 Fax: 954-761-1818

E-mail address: rafeiner@coker-feiner.com

Name of Property Owner: 2700 Griffin Holdings, LLLP

Address of Property Owner: 2790 Stirling Rd., Ste 10, Hollywood, FL 33020

Business Telephone: 954-394-6615 Home: _____ Fax: _____

Explanation of Request: re-zone to PRD-1

Please provide proposed Plat Name & Criteria Statement as required by the City's Land Development Code.

Prop. Net Acreage: .58 Gross Acreage: .63 Prop. Square Footage: 25,268

Existing Use: single-family Proposed Use: mixed-use (Griffin Living)

Is property owned individually, by a corporation, association, or a joint venture? 2700 Griffin Living, LLLP

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 Rod A Feiner (individual/firm) to represent me/us in all matters related to this application. I/we hereby acknowledge that the applicable fee was established to offset administrative costs and is not refundable.

I/we are fully aware that all approvals automatically expire within 12 months of City of Dania Beach Planning and Zoning Board or City Commission approval, or pursuant to the expiration timeframe listed in Part 6 of the Dania Beach Land Development Code.

STATE OF FLORIDA
COUNTY OF BROWARD
The foregoing instrument
Was acknowledged

By: [Signature]
(Owner / Agent signature*)

BEFORE ME THIS 3 DAY OF June, 2024

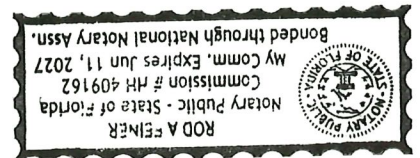
By:

Guy Levinson
(Print name of person acknowledging)

(Joint owner signature if applicable)

Notary [Signature]

(Signature of Notary Public – State of Florida)



Personally known X or Produced Identification _____

Type of identification produced: _____ or Drivers License _____

***If joint ownership, both parties must sign. If partnership, corporation or association, an authorized officer must sign on behalf of the group. A notarized letter of authorization from the owner of record must accompany the application if an authorized agent signs for the owner(s).**

NO APPLICATION WILL BE AUTOMATICALLY SCHEDULED FOR A MEETING.

***ALL APPLICATIONS MUST BE DETERMINED COMPLETE BY STAFF
BEFORE PROCESSING OCCURS.***

Law Offices
COKER & FEINER
1404 South Andrews Avenue
Fort Lauderdale, FL 33316-1840

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

May 7, 2025

Via E-mail and Federal Express

Ms. Barbara Blake Boy, Executive Director
Broward County Planning Director
115 South Andrews Avenue, Room 307
Fort Lauderdale, Florida 33301

Re: Platting Determination Request

Dear Barbara:

Please be advised that I represent 2750 Griffin Holdings LLLP (Folio No. 5042 3260 0010) and 2700 Griffin Holdings LLLP (Folio Nos. 5042 3201 0421 and 5042 3206 0150). A map from the Property Appraiser is attached which show the Owner of these parcels. I have also attached the legal descriptions of the three (3) parcels which are the subject of this platting determination request. 2700 Griffin Holdings has already filed and recorded a Unity of Title for the two (2) parcels which it owns. A copy of the Unity of Title is attached hereto.

The 2750 Griffin Holdings property was recently platted and is known as the Griffin Living Plat. The Griffin Living Plat is recorded at Plat Book 183, Page 556 of the Broward County Public Records. A copy of the Griffin Living Plat is also attached hereto. 2750 Griffin Holdings has since developed the Griffin Living Plat in accordance with an approved site plan with a mixed-use development that is consistent with its plat note (Griffin Living). A copy of the Griffin Living Site Plan is also attached.

The equitable ownership of both 2750 Griffin Holdings and 2700 Griffin Holdings are the same. As a result the Owners of 2750 Griffin Holdings and 2700 Griffin Holdings desire to amend the Griffin Living Site Plan to include the 2700 Griffin Holdings property. The 2700 Griffin Holdings property will be developed with a pool, some barbeque stations and the existing house on the property will undergo an interior renovation such that the house will be converted to a changing area/locker room. A copy of the proposed site plan is attached hereto. All of these uses are accessory to and will be part of the Griffin Living project. The square footage of the house will

not be increased. As part of this request the Owner has proposed a Declaration in Lieu of a Unity of Title ("Declaration") which will treat all three (3) parcels as one unified development for purposes of the City's Zoning Code and the Building Code.

The Owners are currently undergoing a site plan review as part of this request. As part of the review of the site plan amendment the City of Dania Beach has requested that we obtain a Platting Determination Letter as to whether or not the 2700 Griffin Living Properties need to be platted. Typically I would agree that if a principal building were being constructed on either of the these two properties that platting would be required. However, what is being developed on this property is purely accessory to the already platted and developed Griffin Living Project. In addition, the house which is already existing is not being demolished or expanded by more than fifty percent (50%), in fact the house is not being expanded at all. Furthermore, the house is also being used for an accessory purpose to the Griffin Living Project.

As a result of the above, I am of the opinion that platting for the 2700 Griffin Holdings Property is **not** required. The reason is that the use of these parcels are purely accessory to the 2750 Griffin Holdings property and the Griffin Living Development. The Administrative Rules Document specifies that a principal building is a new building on an undeveloped site or an unattached building which is not clearly secondary in function to the principal building on the lot or parcel. In this case the developments on the 2700 Griffin Holdings property do not constitute a principal building. In addition, there is an exemption to platting for parcels which are less than 10 acres in size when the majority of the combined parcel is included in the plat which has been recorded after June 4, 1953. The majority of the combined parcel is the Griffin Living Plat which was platted after June 4, 1953. The overall project of the development is approximately 2.5 acres and the 2700 Griffin Living properties only comprise .57 acres or 22% of the overall project size.

Please let me know if you have any questions or if you require any additional information. I look forward to receiving your response and have enclosed the \$500.00 check made payable to BOCC which is the fee for this platting determination request.

Very truly yours,

ROD A. FEINER
For the Firm

RAF:yt

Enclosure

C: Client

Corrine Lajoie, City of Dania Beach

Thuy Turner, Turner Planning Solutions

Rod Feiner

From: Blake Boy, Barbara <BBLAKEBOY@broward.org>
Sent: Thursday, June 05, 2025 8:10 AM
To: Rod Feiner
Subject: RE: Platting Determination Letter - Giffin Living - Dania Beach
Attachments: Good morning!

Good morning, Rod—

Planning Council staff will issue the requested letter no later than Monday, June 9th. The proposed accessory uses will not trigger (re)platting consistent with our previous correspondence dated October 31, 2024. Have a great day.
Barbara



Barbara Blake Boy, Executive Director

115 South Andrews Avenue, Room 307
Fort Lauderdale, Florida 33301
954.357.6982 (direct) www.broward.org/planningcouncil

Visit Us: BROWARDNEXT

The Planning Council offices are open Monday through Friday. I am in the office every Monday through Thursday from 7:00 a.m. to 5:00 p.m.

From: Rod Feiner <rafeiner@coker-feiner.com>
Sent: Wednesday, June 4, 2025 8:08 PM
To: Blake Boy, Barbara <BBLAKEBOY@broward.org>
Subject: Re: Platting Determination Letter - Giffin Living - Dania Beach

Ok, thanks for letting me know.

Sent from my iPhone

On Jun 4, 2025, at 6:33 PM, Blake Boy, Barbara <BBLAKEBOY@broward.org> wrote:

Hi! I will check in the morning. We are super short staffed right now. I have two people on vacation and someone else out with a kid. It's an excuse but it's just how things are working right now lol

Barbara Blake Boy
Executive Director
Broward County Planning Council

Sent from the mobile app
Please excuse any typos or misspellings

From: Rod Feiner <rafeiner@coker-feiner.com>
Sent: Wednesday, June 4, 2025 6:08:05 PM
To: Blake Boy, Barbara <BBLAKEBOY@broward.org>
Subject: Platting Determination Letter - Giffin Living - Dania Beach

Any update on the Platting Determination Letter for Griffin Living ?

Thanks !!

Rod

Rod A. Feiner, Esq.

Coker & Feiner
1404 South Andrews Avenue
Fort Lauderdale, Florida 33316
Telephone: (954) 761-3636
Facsimile: (954) 761-1818
rafeiner@coker-feiner.com

This e-mail message and any files transmitted with it are subject to the attorney-client privilege and contain confidential information intended only for the person(s) to whom this e-mail message was addressed. If you are not the intended recipient of this e-mail, you are hereby notified that any dissemination, distribution or copying of this communication is prohibited. If you have received this e-mail in error, please notify the sender immediately by either return e-mail or contacting Rod A. Feiner, Esq., Coker & Feiner, 1404 S. Andrews Ave., Ft. Lauderdale, FL 33316 and destroy the original of this message without making a copy. Thank you.

Under Florida law, most e-mail messages to or from Broward County employees or officials are public records, available to any person upon request, absent an exemption. Therefore, any e-mail message to or from the County, inclusive of e-mail addresses contained therein, may be subject to public disclosure.

Rod Feiner

From: Blake Boy, Barbara <BBLAKEBOY@broward.org>
Sent: Thursday, October 31, 2024 7:08 AM
To: Rod Feiner
Subject: Good morning!

Per our conversation, please find the following link to the online [Administrative Rules Document: BCLUP](#) and the excerpt below:

Administrative Rules Document Section 4.3 defines the following:

PRINCIPAL BUILDING - A building which is occupied by, or devoted to, a principal use or an addition to an existing principal building which is larger than the original existing building. In determining whether a building is of primary importance, the use of the entire parcel shall be considered. There may be more than one principal building on a parcel.

(A) A principal building includes:

- (1) A new building on an undeveloped lot or parcel.
- (2) An attached addition to an existing building which addition or cumulative additions are greater than one hundred percent (100%) of the gross floor area of the original principal building to which the addition is to be attached.
- (3) An unattached building, regardless of size, located on a developed lot or parcel, which is not clearly secondary in function to the principal building(s) on the lot or parcel.
- (4) An unattached building on a developed lot or parcel which contains a gross floor area greater than any principal building(s) on the lot or parcel.

(B) A principal building does not include:

- (1) A building which is an accessory use to property devoted solely to an agricultural, open space or recreational principal use.
- (2) An unmanned building which is an accessory use to property devoted solely to a communication or utility principal use.
- (3) A temporary structure, such as sales trailer.

Accessory uses do not generally trigger (re)platting. An accessory use generally means a use or activity naturally and customarily incidental, subservient or subordinate to the principal use or activity on site.

I hope this is helpful. Please let me know if I can be of further assistance. Have a great day.
Barbara



Barbara Blake Boy, Executive Director

115 South Andrews Avenue, Room 307

Fort Lauderdale, Florida 33301

954.357.6982 (direct) www.broward.org/planningcouncil

Visit Us: BROWARDNEXT

The Planning Council offices are open Monday through Friday. I am in the office every Monday through Thursday from 7:00 a.m. to 5:00 p.m.

LAW OFFICES
COKER & FEINER
1404 SOUTH ANDREWS AVENUE
FORT LAUDERDALE, FLORIDA 33316-1840

RICHARD G. COKER, JR., P.A.
ROD A. FEINER
KATHRYN R. COKER

TELEPHONE (954)761-3636
TELEFAX (954)761-1818

rgcoker@coker-feiner.com
rafeiner@coker-feiner.com
krcoker@coker-feiner.com

MEMORANDUM

Date: September 4, 2024
To: City of Dania Beach
From: Rod A. Feiner, Esq.
Re: 2700 Griffin Holdings, LLLP
Re-Zoning Request

GENERAL PROJECT DESCRIPTION

GENERAL NATURE OF THE REQUEST

The Applicant and Owner, 2700 Griffin Holdings, LLLP ("Griffin Holdings"), purchased two parcels of property that are adjacent to the existing Griffin Living project which is zoned PRD-1. In conjunction with this purchase the Owner signed a Unity of Title which linked the title to the two parcels which were purchased thereby making them one parcel overall. A copy of the Unity of Title as recorded in the Broward County Public Records is attached hereto. In addition to the Unity of Title, the Owner also signed a Declaration of Covenants in Lieu of Unity of Title with the Griffin Living project.¹ A copy of the recorded Declaration is attached hereto. The Unity of Title and the Declaration effectively make the parcels part and parcel of the Griffin Living Project and any development which occurs on these parcels will be related to and part of the Griffin Living Project.

RE-ZONING REQUEST

A re-zoning from the RD-8000 and RS-6000 Zoning Districts, respectively, to the PRD-1 Zoning District.

RE-ZONING REVIEW STANDARDS

1. *The request is consistent with the City's Comprehensive Plan.*

The re-zoning request is consistent with the City's comprehensive plan. The plans at the existing time are to use the recently acquired lots for a swimming pool (accessory structure) for the Griffin Living Project.

¹ The Declaration was reviewed and approved by the City Attorney prior to being signed and recorded.

At the current time the Owner has no plans to place any commercial uses on these two parcels. Since the parcels currently have a residential land use designation the re-zoning to PRD-1 with an underlying Residential Land Use means that the zoning will be consistent with the City's Comprehensive Plan.

2. *The request is consistent with all applicable redevelopment plans, corridor plans, neighborhood plans and master plans approved by the City Commission.*

The requested re-zoning is consistent with all applicable redevelopment plans, corridor plans, neighborhood plans and master plans to the extent that such plans exist for this area.

3. *The request would not give privileges not generally extended to similarly situated property in the area, or result in an isolated zoning district unrelated to adjacent or nearby districts.*

The re-zoning request will not give privileges extended to other similarly situated properties or result in an isolated zoning district. The PRD Zoning District allows mixed use, commercial and residential uses, to occur on one property and the Unity of Title and the Declaration mean that these properties are being added to the already approved Griffin Living Project which is zoned PRD-1. Rezoning these parcel to PRD-1 allows the parcels to be a part of the Griffin Living Project.

a. *The request furthers the City's adopted community redevelopment plan, if applicable*

There are not adopted community redevelopment plans for this area but the rezoning for an already existing project is a goal common to the City's Comprehensive Plan.

b. *An error or ambiguity must be corrected.*

There is no current error or ambiguity in the Code. However, the parcels are now part and parcel of an already approved project and it would inconsistent to allow a single project to have inconsistent zoning districts.

c. *There exists changed or changing conditions which make approval of the request appropriate.*

Changed or changing conditions exist which make approval of the request appropriate. The Unity of Title and the Declaration constitute changed circumstances and changed conditions regarding the Property sought to be rezoned.

d. *Substantial reasons exist why the property cannot be used in accordance with existing zoning.*

The property cannot be used in accordance with existing zoning. The existing zoning districts which the property is currently zoned do not allow mixed use nor would they allow a pool to serve the mixed use or any other uses which would serve the mixed use development of which these parcels are now a part.

e. *The rezoning is appropriate for the orderly development of the City and is compatible with existing (conforming) adjacent land uses, and planned adjacent land uses.*

The re-zoning is appropriate for the orderly development of the City. The re-zoning is adjacent to and seeks to be part of an already existing mixed-use project and allows the portions of the mixed-use project to be located on the property sought to be re-zoned. This allows for both the orderly development of the City and the project. It is also compatible with existing zoning and land uses.

This instrument prepared by
and to be returned to:

Name: Rod A. Feiner, Esq.
Address: Coker & Feiner
1404 S. Andrews Ave.
Ft. Lauderdale, FL 33316
Telephone: (954) 761-3636
Email: rafeiner@coker-feiner.com

Prop. App. Id: 5042 3260 0010
5042 3206 0150
5042 3201 0421

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS IN LIEU OF UNITY OF TITLE**

KNOW ALL BY THESE PRESENTS that the undersigned Owners being the fee simple owners of the real property located in the City of Danie Beach, Broward County, Florida, legally described as follows:

Parcel A, GRIFFIN LIVING, according to the map or plat thereof recorded at Plat Book 183, Page 566 of the Public Records of Broward County, Florida (*referred to herein as Parcel A*); and

Lot 4, Block 2, SEMINOLE PARK SUBDIVISION, according to the map or plat thereof as recorded in Plat Book 24, Page 32 of the Public Records of Broward County, Florida (*referred to herein as Parcel B-1*) and

The North 86 feet of the South 206 feet measured along the East and West property lines of the following described property: That portion of Lot 4, of Block 2 of Section 32, Township 50 South, Range 42 East, according to the Plat thereof, recorded in Plat Book 2, Page 32, of the Public records of Dade County, Florida; said lands situate, lying and being in Broward County, Florida, described as follows: Beginning at the Northeast corner of the West 1/2 of Lot 4, of Block 2 and run Thence South on the Easterly boundary line of the West 1/2 of said Lot 4, of Block 2, a distance of 528 feet; Thence run in an Easterly direction on the line parallel with the Northerly boundary line of said Lot 4, of Block 2, a distance of 165 feet; Thence run North on a line parallel with the Easterly boundary line of the West 1/2 of said Lot 4, of Block 2, a distance of 528 feet to the Northerly boundary line of said Lot 4, of Block 2; Thence run West on the Northerly boundary line of said Lot 4, of Block 2, a distance of 165 feet to the Point of Beginning (*referred to herein as Parcel B-2*).

Parcel B-1 and Parcel B-2 being collectively referred to herein as ("Parcel B"); and

Parcel A, Parcel B-1 and Parcel B-2 being collectively referred to herein as the ("Property"),

A/K/A: 2750 Griffin Road, 4880 SW 28th Ave. and 4901 SW 27th Terrance, Dania Beach, FL;
and

WHEREAS, 2750 Griffin Living, LLLP, a Florida limited liability limited partnership is the Owner of Parcel A and 2700 Griffin Living, LLLP, a Florida limited liability limited partnership is the Owner of Parcel B, and

WHEREAS, Owners hereby make, declare and impose on the Property these easements and covenants, conditions, limitations and restrictions which shall both run with the land and be binding on the Owners, all heirs, successors and assigns, personal representatives, mortgagees, lessees, and against all persons claiming by, through or under them; and

WHEREAS, the undersigned Owners hold the fee simple title to the Property and Owners intend to and does subject the Property to this Declaration of Covenants, Conditions and Restrictions in Lieu of Unity of Title ("Unity Declaration"); and

WHEREAS, Owners have developed a mixed-use project on the Property and are in the process of adding associated amenities and improvements to the mixed-use project on Parcel B ("Project") and wants to assure the City of Dania Beach that the Project will be built in accordance with the approved and proffered plans which are consistent with the City of Dania Beach's Land Development Code and which were and are the basis for the approval of the site plan and all amendments to the site plan by the City of Dania Beach; and

WHEREAS, Parcel A and Parcel B of the Project are not bound together in title; and

WHEREAS, the Owners may develop the buildings on the Property in a condominium format of ownership and/or in two or more phases; and

WHEREAS, the Owners may develop the buildings on the Property for sale to multiple owners or in a condominium or association format of ownership and/or in two or more phases; and

WHEREAS, the Owners may wish to convey portions of the Property from time to time and may wish to offer units as condominiums; and

WHEREAS, this instrument is executed in order to assure that the phased development, or development of the property with future multiple ownership, will not violate the Land Development Regulations of the City of Dania Beach; and

WHEREAS, Owners wish to give assurances to the City of Dania Beach that the Property is to be treated as one overall project and development, regardless of how title is or may be held to the Property in the future.

NOW, THEREFORE, in consideration of the foregoing, Owners hereby freely, voluntarily and without duress agrees that the Property shall be subject to the following conditions, easements and restrictions:

1. This Unity Declaration shall constitute a covenant running with the land and shall be recorded at Owners' expense in the Public Records of Broward County, Florida and shall remain in full force and effect and be binding upon the heirs, successors and assigns of the respective parties hereto, including but not limited to subsequent fee simple owners, until such time as the same is released in writing as hereinafter provided; provided however, that recordation of a mortgage on any portion of the Property shall not be deemed to be in contravention to this Unity Declaration.

2. That the Property shall be declared to be unified as an indivisible building and zoning site. Furthermore, the site plan for the Property and the exterior of a building or structure on the Property may not be modified, amended or constructed without first receiving the prior written consent of all of the other Owners of the Property and the approval of the City of Dania Beach pursuant to the requirements of the City's Land Development Regulations and any adopted Resolutions affecting the Property.

3. Where necessary, and to the extent necessary, Owners hereby reserves easements and hereby grants reciprocal cross-easements to the owners of the Property, in and over the Property for utilities, water and sewer lines, common parking areas, streets, driveways, entrance and exits, pedestrian pathways, etc., so that the integrity of the development and Project shall be maintained.

4. In the event of multiple ownerships subsequent to site plan approval, each of the subsequent owners shall be bound by the terms, provisions and conditions of the declaration of restrictive covenants. Owners further agree that they will not convey portions of the subject property to such other parties unless and until the Owners and such other party or parties shall have executed and mutually delivered, in recordable form, an instrument to be known as an Easement and Operating Agreement which shall contain, among other things:

(i) Easements in the common area of each parcel for ingress to and egress from the other parcels;

(ii) Easements in the common area of each parcel for the passage and parking of vehicles;

(iii) Easements in the common area of each parcel for the passage and accommodation of pedestrians;

(iv) Easements for access roads across the common area of each parcel to public and private roadways;

(v) Easements for the installation, use, operation, maintenance, repair, replacement, relocation and removal of utility facilities in appropriate areas in each such parcel;

(vi) Easements on each such parcel for construction of buildings and improvements in favor of each such other parcel;

(vii) Easements upon each such parcel in favor of each adjoining parcel for the installation, use, maintenance, repair, replacement and removal of common construction improvements such as footings, supports and foundations;

(viii) Easements on each parcel for attachment of buildings;

- (ix) Easements on each parcel for building overhangs and other overhangs and projections encroaching upon such parcel from the adjoining parcels such as, by way of example, marquees, canopies, lights, lighting devices, awnings, wing walls and the like;
- (x) Appropriate reservation of rights to grant easements to utility companies;
- (xi) Appropriate reservation of rights to road right-of-ways and curb cuts;
- (xii) Easements in favor of each such parcel for pedestrian and vehicular traffic over dedicated private ring roads and access roads; and
- (xiii) Appropriate agreements between the owners of the several parcels as to the obligation to maintain and repair all private roadways, parking facilities, common areas and common facilities and the like.

5. The easement provisions or portions thereof may be waived by the Director if they are not applicable to the subject property (such as for conveyances to purchasers of individual condominium units). These provisions of the Easement and Operating Agreement shall not be amended without prior written approval of the City Attorney. In addition, such Easement and Operating Agreement shall contain such other provisions with respect to the operation, maintenance and development of the Property as to which the parties thereto may agree, or the Director may require, all to the end that although the Property may have several owners, it will be constructed, conveyed, maintained and operated in accordance with the approved site plan.

6. The provisions of this instrument shall become effective upon their recordation in the public records of Broward County, Florida, and shall continue in effect for a period of thirty (30) years after the date of such recordation, after which time they shall be extended automatically for successive periods of ten (10) years each, unless released in writing by the then owners of the Property and the Director of the Department of Community Development, acting for and on behalf of the City of Dania Beach, Florida upon the demonstration and affirmative finding that the same is no longer necessary to preserve and protect the Property for the purposes herein intended.

7. The provisions of this instrument may be amended, modified or released by a written instrument executed by the then Owner or Owners of the Property, with joinders by all mortgagees, if any. Should this Declaration of Restrictive Covenants be so modified, amended or released, and the Director of the Department of Community Development or his successor, approves, then such Director or successor shall forthwith execute a written instrument effectuating and acknowledging such amendment, modification or release. No modification, amendment or release shall be effective without the Director's, or his successor's, approval.

8. Enforcement shall be by action against any parties or persons violating or attempting to violate any covenants. The prevailing party to any action or suit pertaining to or arising out of this Declaration shall be entitled to recover, in addition to costs and disbursements, allowed by law, such sum as the Court may adjudge to be reasonable for the services of his attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.

9. All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies,

nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges.

10. In the event of a violation of this Declaration, in addition to any other remedies available, the City of Dania Beach is hereby authorized to withhold any future permits, and refuse to make any inspections or grant any approval, until such time as this Declaration is complied with.

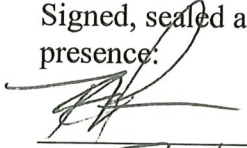
11. Invalidation of any one of these covenants, by judgment of Court, shall not affect any of the other provisions, which shall remain in full force and effect.

12. All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges.

13. The City of Dania Beach is an intended Third-Party Beneficiary of this Unity Declaration and the City of Dania Beach shall be deemed to have any necessary rights to enforce the provisions of this Unity Declaration.

IN WITNESS WHEREOF, the Owners have executed this Declaration this ____ day of March, 2024.

Signed, sealed and delivered in our presence:


Name: Ted A. Finner
Address: 1404 S Andrews Ave
Ft Lauderdale FL 33316

Theresa Montgomery
Name: Theresa Montgomery
Address: 1831 NW 32nd St.
Oakland Park FL 33309

OWNER

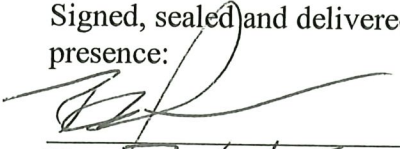
2750 Griffin Holdings, LLLP, a Florida limited liability limited partnership

By: BSD Capital, LLC, a Florida limited liability company

Its: General Partner

By: 
Printed Name: Guy Levintin
Its: Authorized Member

Signed, sealed and delivered in our presence:


Name: Ted A. Finner
Address: 1404 S Andrews Ave
Ft Lauderdale, FL 33316

2700 Griffin Holdings, LLLP, a Florida limited liability limited partnership

Name: Theresa Montgomery
Address: 1404 S Andrews Ave
Fort Lauderdale FL 33316

By: BSD Capital, LLC, a Florida limited liability company

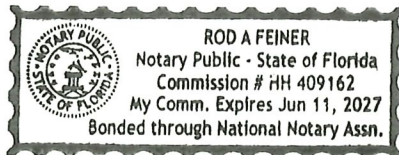
Its: General Partner

By: _____
Printed Name: Guy Levintin
Its: Authorized Member

STATE OF FLORIDA :
: SS.
COUNTY OF BROWARD :

The foregoing instrument was acknowledged before me by means of ☒ physical presence or by ☐ online notarization, on May 15, 2023, by Guy Levintin, as the Authorized Member of BSD Capital, LLC, a Florida limited liability company who is the General Partner of both 2750 Griffin Holdings, LLLP, a Florida limited liability limited partnership and 2700 Griffin Holdings, LLLP, a Florida limited liability limited partnership. He/she is personally known to me or has produced _____ as identification.

(Seal)



Signature of Notary Public

Print, type or stamp name of Notary and Commission No.

Approved: _____

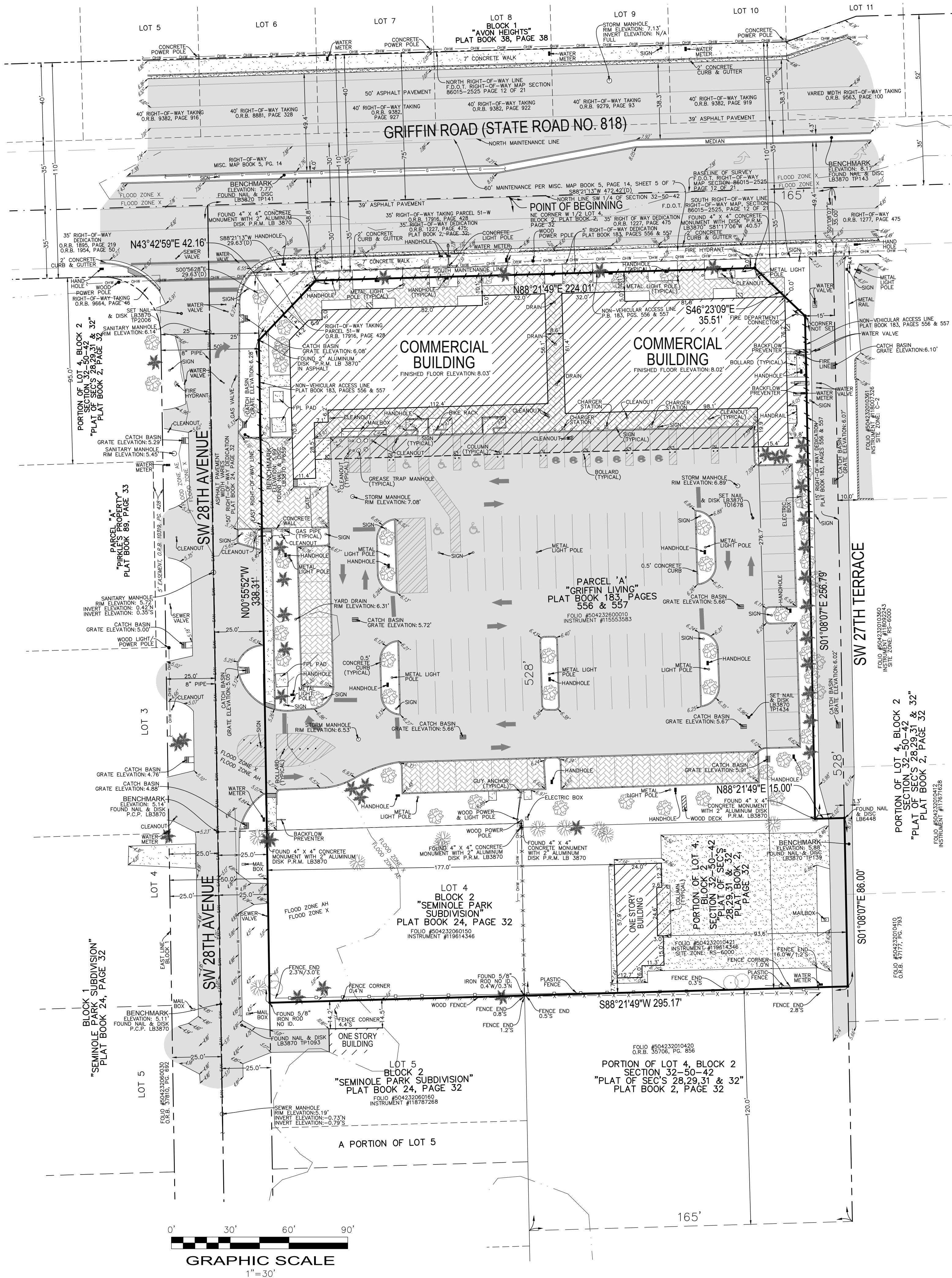
Approved as to form & language & for execution:

Director of Community Development

Date

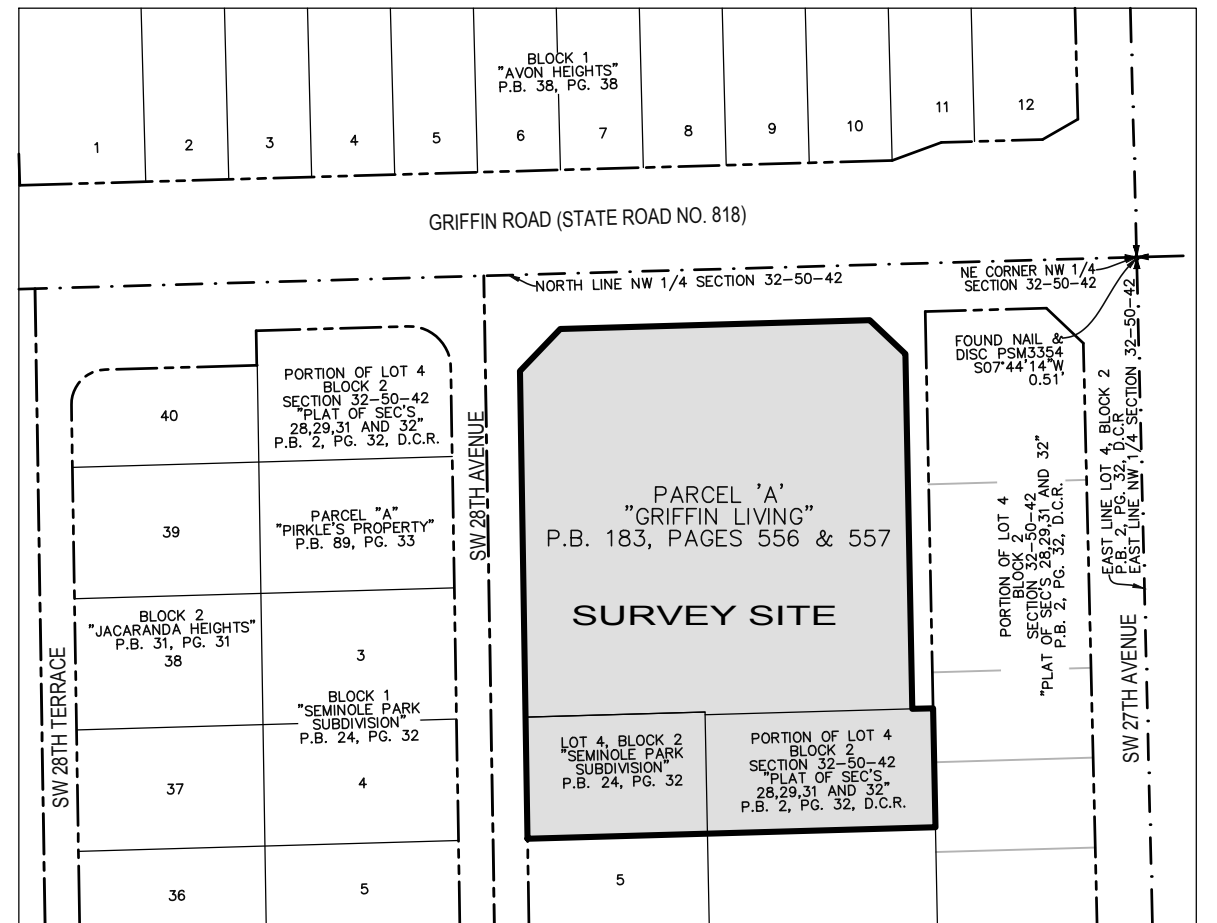
City Attorney

Date



LEGEND

- CONCRETE
- ASPHALT PAVEMENT
- BRICK PAVERS
- ELEVATION
- OVERHEAD WIRES
- UNDERGROUND SANITARY SEWER LINE
- UNDERGROUND GAS LINE
- CENTERLINE
- FPL FLORIDA POWER & LIGHT COMPANY
- O.R.B. OFFICIAL RECORDS BOOK
- F.D.O.T. FLORIDA DEPT. OF TRANSPORTATION
- (D) DEED
- TP TRAVERSE POINT (FOR FIELD INFORMATION ONLY)
- LB LICENSED BUSINESS
- AC AIR CONDITIONER
- PALM TREE
- OAK TREE
- UNIDENTIFIED TREE



VICINITY MAP
NOT TO SCALE

LEGAL DESCRIPTION:

PARCEL 'A', "GRIFIN LIVING", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 183, PAGES 556 AND 557, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

TOGETHER WITH:

LOT 4, BLOCK 2, "SEMINOLE PARK SUBDIVISION", ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 24, PAGE 32, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA;

AND

THE NORTH 86 FEET OF THE SOUTH 206 FEET MEASURED ALONG THE EAST AND WEST PROPERTY LINES OF THE FOLLOWING DESCRIBED PROPERTY:

THAT PORTION OF LOT 4, BLOCK 2 OF "SECTION 32, TOWNSHIP 50 SOUTH, RANGE 42 EAST", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 32, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; SAID LANDS LYING AND BEING IN BROWARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE WEST 1/2 OF LOT 4, OF BLOCK 2 AND RUN THENCE SOUTH ON THE EASTERLY BOUNDARY LINE OF THE WEST 1/2 OF LOT 4, BLOCK 2, A DISTANCE OF 528 FEET; THENCE RUN IN AN EASTERLY DIRECTION ON THE LINE PARALLEL WITH THE NORTHERLY BOUNDARY LINE OF SAID LOT 4, BLOCK 2, A DISTANCE OF 165 FEET; THENCE RUN NORTH ON A LINE PARALLEL WITH THE EASTERLY BOUNDARY LINE OF THE WEST 1/2 OF SAID LOT 4, OF BLOCK 2; THENCE RUN WEST ON THE NORTHERLY BOUNDARY LINE OF SAID LOT 4, BLOCK 2, A DISTANCE OF 165 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING AND BEING IN THE CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA AND CONTAINING A TOTAL OF 103,383 SQUARE FEET (2.373 ACRES), MORE OR LESS.

NOTES:

- THIS SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR AN ELECTRONIC SIGNATURE AND ELECTRONIC SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- ELEVATIONS ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988. BROWARD COUNTY BENCHMARK #2685; ELEVATION: 3.666 FEET.
- FLOOD ZONE: AE/X; BASE FLOOD ELEVATION: 6 FEET/NONE; PANEL #12011C0566J; COMMUNITY #120034; MAP DATE: 7/31/24.
- THIS SITE LIES IN SECTION 32, TOWNSHIP 50 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA.
- GRID BEARINGS SHOWN HEREON ARE BASED ON FIELD OBSERVATIONS AND ARE RELATIVE TO THE NORTH AMERICAN DATUM OF 1983 WITH THE 2011 ADJUSTMENT, FL-E ZONE, WITH THE SOUTH RIGHT-OF-WAY LINE OF GRIFFIN ROAD BEING N88°21'49"E.
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- THIS SURVEY IS CERTIFIED EXCLUSIVELY TO: 2750 GRIFFIN HOLDINGS LLLP; COKER & FEINER; COMMONWEALTH LAND TITLE INSURANCE COMPANY; ISRAELI DISCOUNT BANK, ITS SUCCESSORS AND ASSIGNS.
- THE HORIZONTAL POSITIONAL ACCURACY OF WELL DEFINED IMPROVEMENTS ON THIS SURVEY IS ±0.2'. THE VERTICAL ACCURACY OF ELEVATIONS OF WELL DEFINED IMPROVEMENTS ON THIS SURVEY IS ±0.1'.
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- ALL RECORDED DOCUMENTS ARE PER BROWARD COUNTY RECORDS.
- THE FLOOD ZONE DESIGNATION LINES DEPICTED HEREON ARE PLACED IN APPROXIMATE LOCATIONS, AS SCALED FROM THE IMAGE FROM THE FEMA.ORG WEBSITE.

CERTIFICATION:

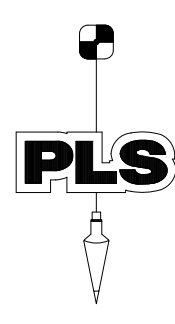
I HEREBY CERTIFY: THAT THIS MAP OF SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA STATE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

- JOHN F. PULICE, PROFESSIONAL SURVEYOR AND MAPPER LS2691
- VICTOR R. GILBERT, PROFESSIONAL SURVEYOR AND MAPPER LS6274
- MICHAEL M. MOSSEY, PROFESSIONAL SURVEYOR AND MAPPER PSM5660

NO.		REVISIONS		BY	
10	#74862-UPDATE SURVEY 9/22/25	B.B.			
9	#72626-UPDATE SURVEY 4/27/24	K.F.			
8	#70292-UPDATE SURVEY 6/15/23	L.H.			
7	#69295-SET P.R.M.'S 02/15/22	B.B.			
6	#68549-LOT 4 LOCATIONS 04/07/21	L.H.			
5	#67002-BOUNDARY TOPOGRAPHIC DATA SURVEY 4/17/21	B.B.			

GRIFIN LIVING SITE
2730-2750 GRIFFIN ROAD
DANIA BEACH, FLORIDA 33312
(CITY OF DANIA BEACH, BROWARD COUNTY)

BOUNDARY AND TOPOGRAPHIC SURVEY

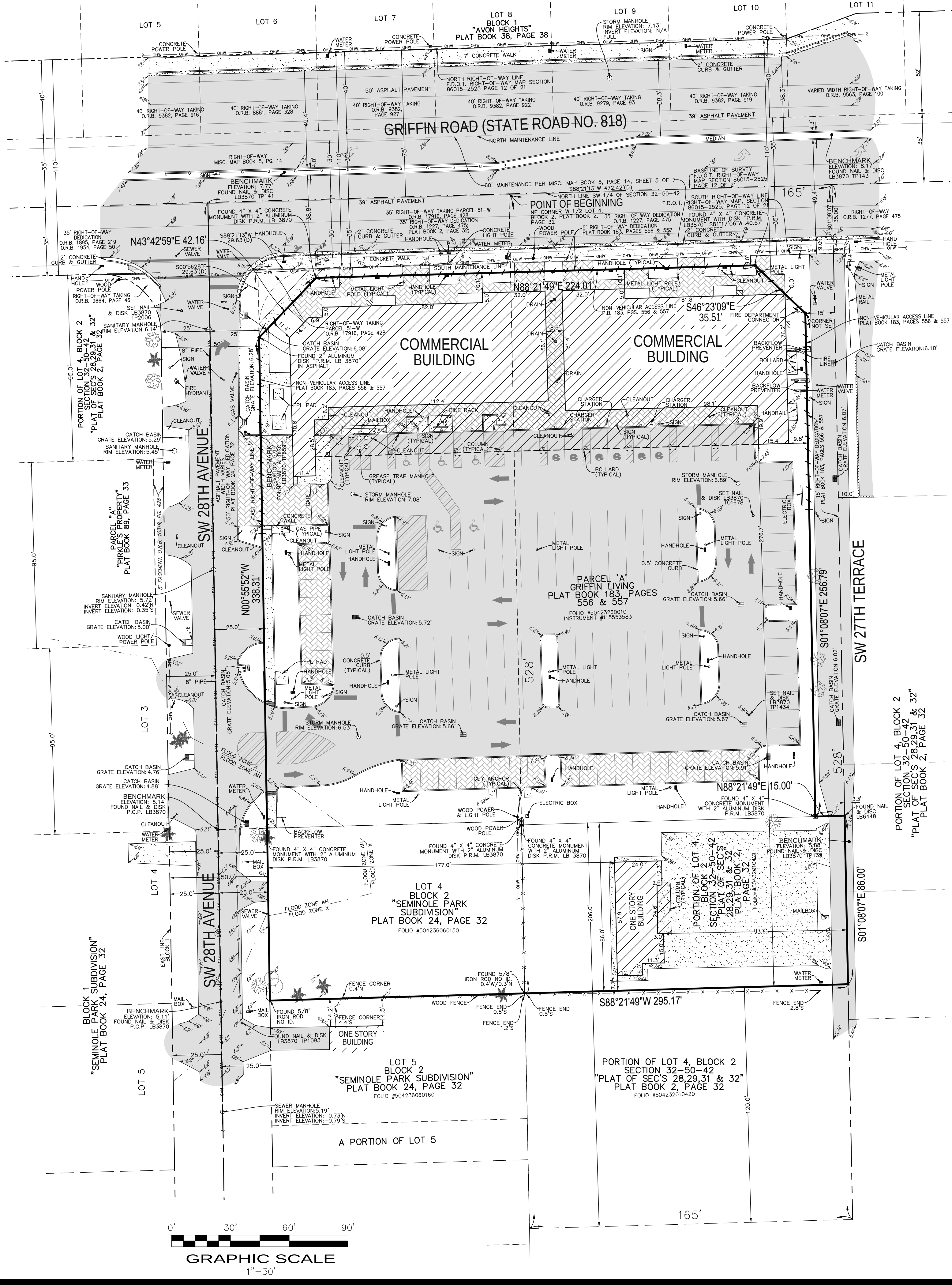


PULICE LAND SURVEYORS, INC.
5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
TELEPHONE: (954) 572-1777
FAX: (954) 572-1778
E-MAIL: surveys@policelandsurveyors.com
WEBSITE: www.policelandsurveyors.com
CERTIFICATE OF AUTHORIZATION LB#3870

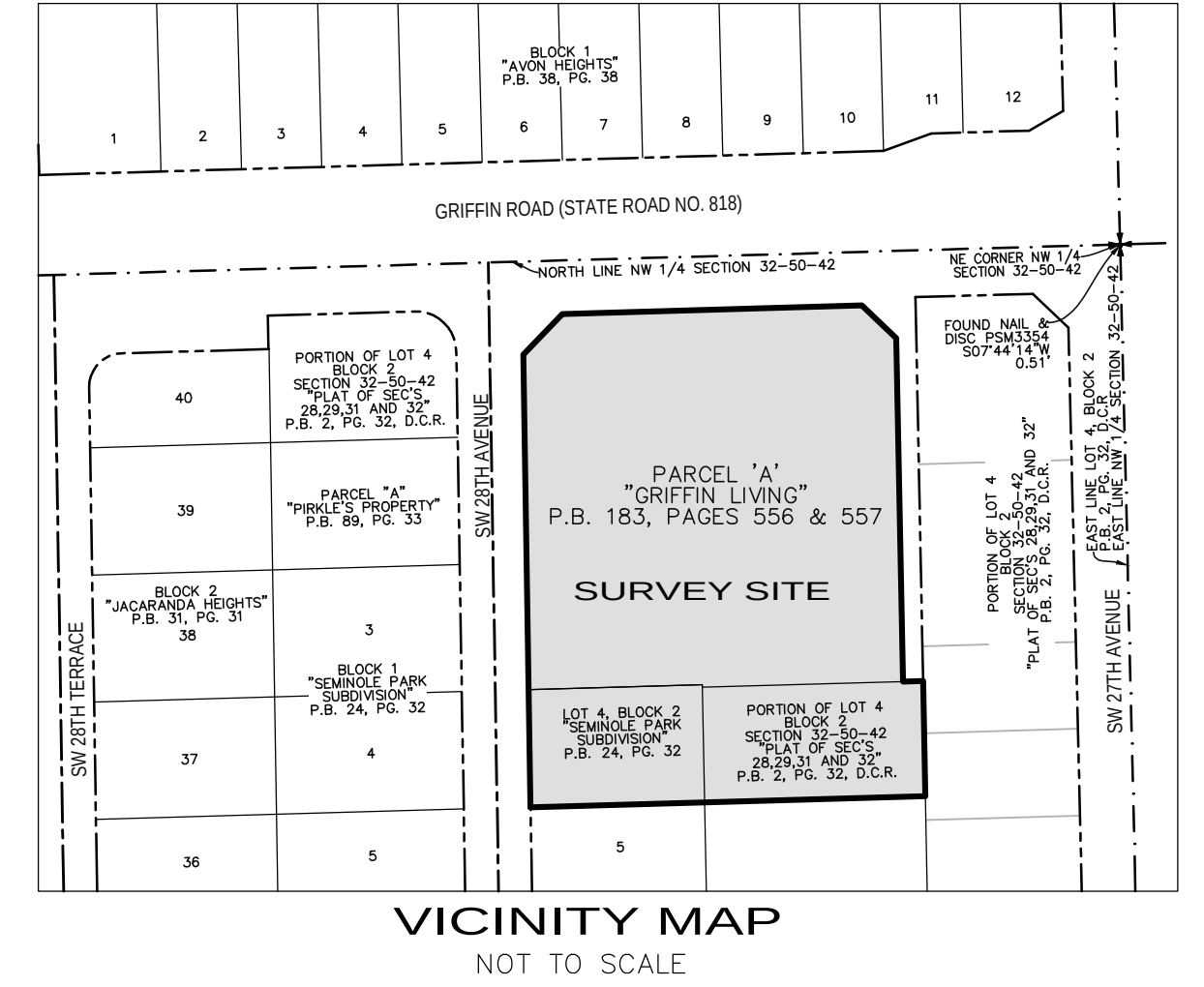
DRAWN BY: B.E.
CHECKED BY: J.F.P.

SCALE: 1" = 30'
SURVEY DATE: 9/22/25

CLIENT: 2750 GRIFFIN HOLDINGS LLLP
ORDER NO.: 74862



- LEGEND**
- CONCRETE
 - ASPHALT PAVEMENT
 - BRICK PAVERS
 - ELEVATION
 - OVERHEAD WIRES
 - UNDERGROUND SANITARY SEWER LINE
 - UNDERGROUND GAS LINE
 - CENTERLINE
 - FPL FLORIDA POWER & LIGHT COMPANY
 - O.R.B. OFFICIAL RECORDS BOOK
 - F.D.O.T. FLORIDA DEPT. OF TRANSPORTATION
 - (D) DEED
 - TP TRAVERSE POINT (FOR FIELD INFORMATION ONLY)
 - LB LICENSED BUSINESS
 - AC AIR CONDITIONER
 - PALM TREE
 - OAK TREE
 - UNIDENTIFIED TREE



LEGAL DESCRIPTION:
PARCEL 'A', "GRIFIN LIVING", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 183, PAGES 556 AND 557, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

TOGETHER WITH:

LOT 4, BLOCK 2, "SEMINOLE PARK SUBDIVISION", ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 24, PAGE 32, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA;

AND

THE NORTH 86 FEET OF THE SOUTH 206 FEET MEASURED ALONG THE EAST AND WEST PROPERTY LINES OF THE FOLLOWING DESCRIBED PROPERTY:

THAT PORTION OF LOT 4, BLOCK 2 OF "SECTION 32, TOWNSHIP 50 SOUTH, RANGE 42 EAST", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 32, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; SAID LANDS LYING AND BEING IN BROWARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE WEST 1/2 OF LOT 4, OF BLOCK 2 AND RUN THENCE SOUTH ON THE EASTERLY BOUNDARY LINE OF THE WEST 1/2 OF LOT 4, BLOCK 2, A DISTANCE OF 528 FEET; THENCE RUN IN AN EASTERLY DIRECTION ON THE LINE PARALLEL WITH THE NORTHERLY BOUNDARY LINE OF SAID LOT 4, BLOCK 2, A DISTANCE OF 165 FEET; THENCE RUN NORTH ON A LINE PARALLEL WITH THE EASTERLY BOUNDARY LINE OF THE WEST 1/2 OF SAID LOT 4, OF BLOCK 2; THENCE RUN WEST ON THE NORTHERLY BOUNDARY LINE OF SAID LOT 4, BLOCK 2, A DISTANCE OF 165 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING AND BEING IN THE CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA AND CONTAINING A TOTAL OF 103,383 SQUARE FEET (2.373 ACRES), MORE OR LESS.

NOTES:

- THIS SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR AN ELECTRONIC SIGNATURE AND ELECTRONIC SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- ELEVATIONS ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988. BROWARD COUNTY BENCHMARK #2685; ELEVATION: 3.666 FEET.
- FLOOD ZONE: AH/X; BASE FLOOD ELEVATION: 5 FEET/NONE; PANEL #12011C0566H; COMMUNITY #120034; MAP DATE: 8/18/14.
- THIS SITE LIES IN SECTION 32, TOWNSHIP 50 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA.
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CERTIFICATION:

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- JOHN F. PULICE, PROFESSIONAL SURVEYOR AND MAPPER LS2691
 - VICTOR R. GILBERT, PROFESSIONAL SURVEYOR AND MAPPER LS6274
 - MICHAEL M. MOSSEY, PROFESSIONAL SURVEYOR AND MAPPER PSM5660
- STATE OF FLORIDA

6	SURVEY NOTE 6/ADDED STATE PLANE COORDINATES 3/9/22	B.B.	8	#72626-UPDATE SURVEY 4/27/24	L.H.
5	#6973-UPDARE SURVEY 10 UNRECORDED PLAT 02/15/22	B.B.	7	#70292-UPDATE SURVEY 5/13/22	L.H.
4	MOVE NE P.R.M. 02/23/22	B.B.		RESET PRM'S/ADDED 4 TRELS 4/8/22	B.B.
3	#69295-SET P.R.M.'S 02/15/22	B.B.			
2	#68349-LOT 4 LOCATIONS 04/07/21	L.H.			
1	REVIEWED OPINION OF TITLE & ADJUDIC 8/10/19	B.B.			
	#6102 BOUNDARY TOPOGRAPHIC ALTA SURVEY 4/17/21	B.B.			
NO.	REVISIONS	BY			

BOUNDARY AND TOPOGRAPHIC SURVEY



PULICE LAND SURVEYORS, INC.
5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
TELEPHONE: (954) 572-1777
FAX: (954) 572-1778
E-MAIL: surveys@puliceandsurveyors.com
WEBSITE: www.puliceandsurveyors.com
CERTIFICATE OF AUTHORIZATION LB#3870

DRAWN BY: B.E.	SCALE: 1" = 30'	CLIENT: TURNER PLANNING SOLUTIONS LLC
CHECKED BY: J.F.P.	SURVEY DATE: 4/27/24	ORDER NO.: 72626

Law Offices
COKER & FEINER
1133 Southeast 4th Avenue
Fort Lauderdale, FL 33316-1840



Telephone: (954) 761-3636

E-mail: rafeiner@coker-feiner.com

December 21, 2025

Re: Notice of Community Meeting

Dear Neighbor:

Please be advised that this firm represents 2750 Griffin Holdings, LLLP and 2700 Griffin Holdings, LLLP. This letter is to invite you to a community meeting relating to a re-zoning and site plan modification for the properties located at 2750 Griffin Road, 4901 SW 27th Terrace and 4880 SW 28th Ave. The property is generally located on the south side of Griffin Road between SW 28th Ave. and SW 27th Terrace. A location map for the project is on the back of this letter.

2750 Griffin Holdings and 2700 Griffin Holdings are currently pursuing approvals through the City of Dania Beach to allow a re-zoning from RD-8000 and RS-6000 to PRD-1 (Planned Residential Development District) along with a site plan modification to add a pool, bath house, courtyard area, dog park and other accessory items to the existing Griffin Living development. As you are the project's neighbors we would like to explain the proposed project, answer any questions you may have and receive your input into the project.

We have scheduled a meeting at the following location:

Date: January 12, 2026
Time: 6:30 PM
Location: PJ Meli Aquatic Complex
PJ Meli Community Center
2901 SW 52nd Street
Dania Beach, FL 33312

At the meeting we will also have a copy of the proposed site plan for you to review. Of course, if you have any questions or would like to speak with me, please feel free to contact me at the e-mail or phone number above.

More than one elected official may appear at the community meeting and should disclose their attendance at said meeting once the City Commission is to hear the quasi-judicial item.

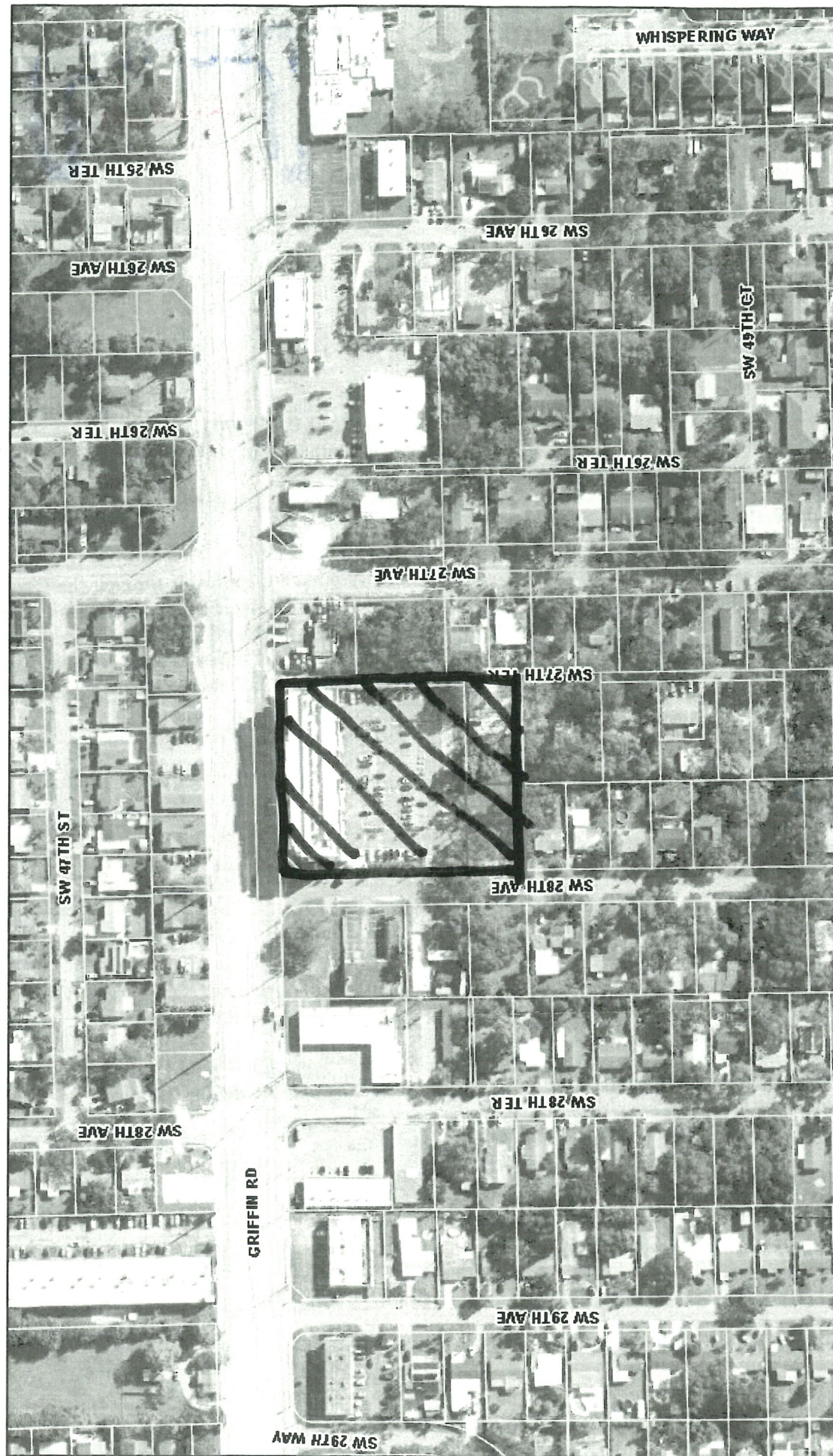
Sincerely,

/s/ Rod A. Feiner

ROD A. FEINER
For the Firm

Property Id: 504232060150

**Please see map disclaimer



December 30, 2025

1:2,400
0 112.5 225 450 ft
0 30 60 120 m

Flight Date : Jan 4, 2025 Broward County

Law Offices
COKER & FEINER
1133 Southeast 4th Avenue
Fort Lauderdale, FL 33316-1840

Telephone: (954) 761-3636

E-mail: rafeiner@coker-feiner.com

December 29, 2025

Re: Notice of Community Meeting

Dear Neighbor:

Please be advised that this firm represents 2750 Griffin Holdings, LLLP and 2700 Griffin Holdings, LLLP. This letter is to invite you to a community meeting relating to a re-zoning and site plan modification for the properties located at 2750 Griffin Road, 4901 SW 27th Terrace and 4880 SW 28th Ave. The property is generally located on the south side of Griffin Road between SW 28th Ave. and SW 27th Terrace. A location map for the project is on the back of this letter.

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More than one elected official may appear at the community meeting and should disclose their attendance at said meeting once the City Commission is to hear the quasi-judicial item.

Sincerely,

/s/ Rod A. Feiner

ROD A. FEINER
For the Firm

Law Offices
COKER & FEINER
1404 South Andrews Avenue
Fort Lauderdale, FL 33316-1840

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

Via E-mail Only

January 15, 2026

Ms. Eleanor Norena, Director
Community Development Department
City of Dania Beach
100 West Dania Beach Boulevard
Dania Beach, FL 33004

Re: Griffin Living; Re-Zoning and Site Plan Amendment
Community Outreach Meeting

Dear Ms. Norena:

As you are aware, our firm represents 2750 Griffin Holdings LLLP and 2700 Griffin Holdings LLLP who are the Applicants and Owners for a re-zoning and a site plan amendment related to the Griffin Living Project.

As the attorney for the Applicant we advertised, notified and invited all property owners within the notice radius provided for by Code to attend a community meeting on January 12, 2026 at 6:30 p.m. at the PJ Meili Park.

Attached please find the Notice List for everyone who signed in at the meeting. In addition to the people set forth on the Notice List, I would estimate that there were about an additional ten (10) people who were in attendance at the meeting who chose not to sign in.

We explained the request for the re-zoning, what was being proposed and showed a site plan of what was proposed. The topics that were raised in the discussion were as follows:

1. Potential parking problems. Because the current valet for the restaurant is using the vacant lot on SW 28th Ave that belongs to the applicant, where the dog park would be located, some people expressed concerns about where those parking spaces would go. We explained that the valet was using those spaces because the land was available but

that once construction started the valet would be using the spaces at the nearby Dollar Tree property and that this was not an issue because the Dollar Tree store was not going to be open during these parking times. We also explained that many of the retail stores in the existing Griffin Living development, like the Urgent Care, the UPS store and the café were not open during the same time that Puya was open or engaged primarily in business so these businesses were not competing for parking spaces.

In addition, some residents expressed concern about Uber, DoorDash, UPS and other delivery services parking on their street and on Griffin Road. This concern also included patrons of the UPS store in the existing Griffin Living Project and that they parked on Griffin Road or SW 28th Street even though parking spaces were available. Again, while we explained we could not control where third parties parked we did instruct all the Tenants and business owners to explain where they should park and the Owner also posted signs in the lobby of the building which instructed people to tell Door Dash and Uber Eats where to park.

Finally, we had discussion about SW 27th Terrance and how there was no access from the Griffin Living project to that street and that FDOT would not allow either a traffic light at that intersection nor could any improvements be made to the driveway. We also showed the site plan amendment to the residents telling them of the 10 foot landscape buffer that was being created and how that would likely stop some of the concerns that were expressed about people parking illegally on the street.

2. Some residents expressed concerns about surface water and said that there street on SW 28th Ave. had flooded during the bad rainfall events and heavy rainfall events. We explained that this was an overall issue in the City, that the Griffin Living Project was required and was in fact retaining all of its own surface water. We also explained that as part of the site plan amendment the Owner was installing additional drainage improvements on the two properties that were the subject of the re-zoning and site plan approval.
3. Some asked that if the re-zoning was approved did that mean for potential development could occur on the two properties other than the proposed clubhouse, pool and dog park. We explained that while this could happen with the re-zoning it could not happen in reality unless the City's Land Use Plan was amended to either change the land use plan designation for these properties or an application for additional flex units was filed with the City. We also explained that public notice would be given about such applications and any landowner could file such applications.
4. Some residents expressed concern about potential noise and excess trash coming from the clubhouse. It was explained that the clubhouse was only open to residents and their guests and that no parking is allowed at the clubhouse. We also explained that the pool would not be open after dusk and there were no speakers or other provisions being made for playing music at the pool or clubhouse and that anyone who utilized these

features needed to abide by the City's noise ordinance. In addition, we also showed the site plan amendment to the residents and told them of the 10 foot landscape buffer that was being created and that this would help with both noise and any potential trash deposits. In addition to this, the Owner also explained that he had hired full-time maintenance staff to police the area and that this would both continue and occur more often.

I also received some e-mail communications from two (2) residents. Those are attached hereto. I do note that Ms. Stewart copied her e-mail communications to me (or I was copied on the e-mail communications she had with the City) to the City Manager.

Should you have any questions or require any additional information please feel free to contact me.

Very truly yours,

/s/ Rod A. Feiner

ROD A. FEINER
For the Firm

\tms

C: Client

Rod Feiner

From: Jen Stewart
Sent: Tuesday, January 06, 2026 7:45 PM
To: Rod Feiner
Cc: Garcia, Ana M.; Sosa-Cruz, Candido
Subject: Re: Meeting on the 12th



More than 20 cars are parked here right now And the traffic continues to roll in.

On Tue, Jan 6, 2026 at 7:21 AM Jen Stewart wrote:

Well, I'm grateful to my neighbor for sharing it with me, or I would have missed out on the opportunity to learn and share my thoughts. Pretty peculiar that I haven't received it, given that many of the others I've spoken with have.

I hope your presentation includes a better and larger-than-microscopic drawing, as well as a solid plan for parking, since the tenant uses the 28th Avenue property as a parking lot on a nightly basis. Looking forward to hearing the plans.

On Mon, Jan 5, 2026 at 9:16 AM Rod Feiner <rafeiner@coker-feiner.com> wrote:

Ms. Stewart ---

Happy New Year.

Thank you for your e-mail. We used the same notice list that we used the last time. Maybe there was a delay in your receiving the notice from the USPS, which is where all notices were sent.

I'll see you Monday and if there is anything you need in the interim please let me know.

Also, for your convenience, attached is a copy of the Notice Letter that was sent out (minus the location sketch).

Thank you,

Rod

Rod A. Feiner, Esq.

Coker & Feiner

1133 Southeast 4th Ave.

Ft. Lauderdale, FL 33316-1119

Telephone: (954) 761-3636

Facsimile: (954) 761-1818

rafeiner@coker-feiner.com

NOTE: We have moved. The address above is effective as of June 30, 2025

This e-mail message and any files transmitted with it are subject to the attorney-client privilege and contain confidential information intended only for the person(s) to whom this e-mail message was addressed. If you are not the intended recipient of this e-mail, you are hereby notified that any dissemination, distribution or copying of this communication is prohibited. If you have received this e-mail in error, please notify the sender immediately by either return e-mail or contacting Rod A. Feiner, Esq., Coker & Feiner, 1404 S. Andrews Ave., Ft. Lauderdale, FL 33316 and destroy the original of this message without making a copy. Thank you.

From: Jen Stewart

Sent: Monday, January 05, 2026 7:38 AM

To: Rod Feiner <rafeiner@coker-feiner.com>

Cc: Garcia, Ana M. <agarcia@daniabeachfl.gov>; Sosa-Cruz, Candido <csosacruz@daniabeachfl.gov>

Subject: Meeting on the 12th

Good morning. A friend of mine just told me about the meeting on January 12. I find it odd that I did not receive it. You might want to check your mail list. I'll see you on Monday.

Rod Feiner

From: Jen Stewart
Sent: Tuesday, July 15, 2025 9:04 AM
To: Garcia, Ana M.
Cc: Davis, Joyce; Lewellen, Lori; Ryan, A. J.; Salvino, Marco; Rod Feiner; Rimoli, Luis; Sosa-Cruz, Candido; Norena, Eleanor; Jason Tarala; Lottier, Christine
Subject: Re: Peaceful night on Sw 28 Ave?



Jen Stewart reacted via [Gmail](#)

On Tue, Jul 15, 2025 at 7:07 AM Garcia, Ana M. <agarcia@daniabeachfl.gov> wrote:
Good Morning Mrs. Stewart, our office Manager Chris will be reaching out to you today to schedule us.
Thank you.
Sent from my iPhone



Ana M. Garcia, ICMA-CM, City Manager
agarcia@daniabeachfl.gov | daniabeachfl.gov
100 W Dania Beach Blvd, Dania Beach, FL, 33004
Phone: 954.924.6800, x3610



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.

On Jul 15, 2025, at 4:42 AM, Jen Stewart

wrote:

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.

954-895-5004

I have quite a few meetings on my calendar today, so if we can coordinate a time today or this week, it would be much appreciated

On Mon, Jul 14, 2025 at 8:04 PM Garcia, Ana M. <agarcia@daniabeachfl.gov> wrote:
Good evening Mrs. Stewart,

No problem at all mam. Can you please provide me the best number to reach you. Chatting will be a much better way to communicate and for us to connect and discuss the best way for us to help you. Thank you, have a good evening.

Sent from my iPhone

Ana M. Garcia, ICMA-CM, City Manager
agarcia@daniabeachfl.gov | daniabeachfl.gov
100 W Dania Beach Blvd, Dania Beach, FL, 33004
Phone: 954.924.6800, x3610

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On Jul 14, 2025, at 3:24 PM, Jen Stewart <
wrote:

>

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.

Excuse the typos in these emails, but I suppose I shouldn't email when I'm so full of emotion - truly disappointed and hurt by this group who pretends to care for their residents, but doesn't show it.

On Mon, Jul 14, 2025 at 3:18 PM Jen Stewart <
wrote:

I'm so disappointed in this commission and staff who clearly read and hear to what I'm trying to say but are not listening or reading to understand. Truly disappointed.

On Mon, Jul 14, 2025 at 3:13 PM Jen Stewart <
> wrote:

Ms. Garcia,

Please tell me how to get a meeting with you and your staff to discuss without back and forth of email. Honestly, I'm too livid by the dismissive response from a 20+ year resident to fully respond to your email right now.

I need better understanding of what is needed to build a case about street parking. I don't understand how the photos don't show that. Please tell me specifically what you need and I will be sure to share this with my neighbors.

As I explained in my previous email I was not home when this happened, the photos were sent to me by a neighbor. I never said anything about sound so I'm not sure why you included that.

On Mon, Jul 14, 2025 at 2:46 PM Garcia, Ana M.

<agarcia@daniabeachfl.gov> wrote:

Good Afternoon Mrs. Stewart,

I went by the property this am to inspect. Additionally we held a meeting with our Deputy City Manager, and our Director of Community Development who oversee Code division, our Public Services Director was present as well to discuss your concerns. The photos you sent us did not provide us with what can actually lead to an action on our end hence why I am emailing you in hopes to best help you mitigate your concerns and give us what we need to Cite property or properties as the quality of life of our residents is a priority for all of us who serve here in Dania Beach.

Our non emergency number for BSO Law enforcement is 954-764-4357. The more we have officially on record the better to build a case if it is warranted. Additionally from 11pm to 7am we have a city wide noise ordinance so no noise in that time period. Thank you for reaching out to us and we will remain vigilant and responsive. Our Director of Community Development will also reach out to property owner to inform him of your situation as you have shared with us. Thank you.
Sent from my iPhone

Ana M. Garcia, ICMA-CM, City Manager

agarcia@daniabeachfl.gov | daniabeachfl.gov

100 W Dania Beach Blvd, Dania Beach, FL, 33004

Phone: 954.924.6800, x3610

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On Jul 13, 2025, at 12:56 AM, Jen Stewart

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

From tonight, this past hour. It doesn't look like the parking issues have been resolved as all so confidently states on

July 8. I would have called police but I'm not home, my neighbor just sent me these pictures.

Rod Feiner

From: Kirsty
Sent: Friday, November 07, 2025 6:12 AM
To: Rod Feiner
Subject: Cigarette butts

Good morning Rod,

I see from the lack of furniture on the second balcony, that it appears he has moved rather than just being on vacation. I no longer have to walk through his disgusting confetti.

I really appreciate your resolving the issue.

Thank you!

Kind Regards,

Kirsty

Rod Feiner

From: Kirsty
Sent: Tuesday, November 04, 2025 5:37 AM
To: Rod Feiner
Subject: Falling tree

Good morning Rod,

The last week has been much better with the cigarettes. Not sure if the guy is on vacation or if your speaking to him has finally worked, but there has only been the odd butt, rather than a whole slew of them.

I did also want to reach out and let you know there is one of the sea grape trees leaning at around 45° onto 27th terrace, trying desperately to fall over.

Kind Regards,

Kirsty

Rod Feiner

From: Kirsty
Sent: Thursday, September 04, 2025 6:04 AM
To: Rod Feiner
Subject: RE: Cigarette Litter

Sorry to report, another 17+ fresh cigarette butts in the street.

He's just taking the mickey at this point

Kind Regards,

Kirsty

On Sun, Aug 10, 2025 at 3:48 PM, Rod Feiner
<rafeiner@coker-feiner.com> wrote:

Kristy –

Thanks for letting me know. We will have the apartment manager speak to this Tenant directly (without mentioning names) and will also post something for all the residents to see.

I agree, completely disgusting.

Rod

Rod A. Feiner, Esq.

Coker & Feiner

1133 Southeast 4th Ave.

Ft. Lauderdale, FL 33316-1119

Telephone: (954) 761-3636

Facsimile: (954) 761-1818

rafeiner@coker-feiner.com

NOTE: We have moved. The address above is effective as of June 30, 2025

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From: Kirsty
Sent: Sunday, August 10, 2025 3:29 PM
To: Rod Feiner <rafeiner@coker-feiner.com>
Subject: Cigarette Litter

Hi Mr Feiner,

I reside on 27th terrace in Fort Lauderdale where you work with the large 6 floor building on Griffin Road.

I was wondering if you speak with one of you tenants (the one who lives on the Northeast corner, second balcony up), as he seems to think it is acceptable to throw his cigarette butts from his balcony, to collect like white confetti all over the street below. While I appreciate that you have someone who cleans up around 'your' building, he doesn't clean up all the butts collecting on the East side of 27th Terrace.

I have held my tongue regarding this disgusting matter ever since it started, as it seems that more and more human beings think that littering the streets is perfectly acceptable, and you may think I am being oversensitive. However, when I was walking my dog, as I do every day, your tenant seemed to think it was quite acceptable to throw his butt over the balcony right as I was approaching. Granted, it was early and still dark, and he may not have seen me, but the point is he shouldn't be throwing his garbage over the balcony. I don't throw my garbage in his apartment.

I appreciate your attention to this matter.

Kind regards

Rod Feiner

From: Kirsty
Sent: Sunday, August 10, 2025 3:52 PM
To: Rod Feiner
Subject: Re: Cigarette Litter

Thank you so much for such a quick response.

Much appreciated!

On Sunday, August 10, 2025 at 03:48:59 PM EDT, Rod Feiner <rafeiner@coker-feiner.com> wrote:

Kristy –

Thanks for letting me know. We will have the apartment manager speak to this Tenant directly (without mentioning names) and will also post something for all the residents to see.

I agree, completely disgusting.

Rod

Rod A. Feiner, Esq.

Coker & Feiner

1133 Southeast 4th Ave.

Ft. Lauderdale, FL 33316-1119

Telephone: (954) 761-3636

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From: Kirsty
Sent: Sunday, August 10, 2025 3:29 PM
To: Rod Feiner <rafeiner@coker-feiner.com>
Subject: Cigarette Litter

Hi Mr Feiner,

I reside on 27th terrace in Fort Lauderdale where you work with the large 6 floor building on Griffin Road.

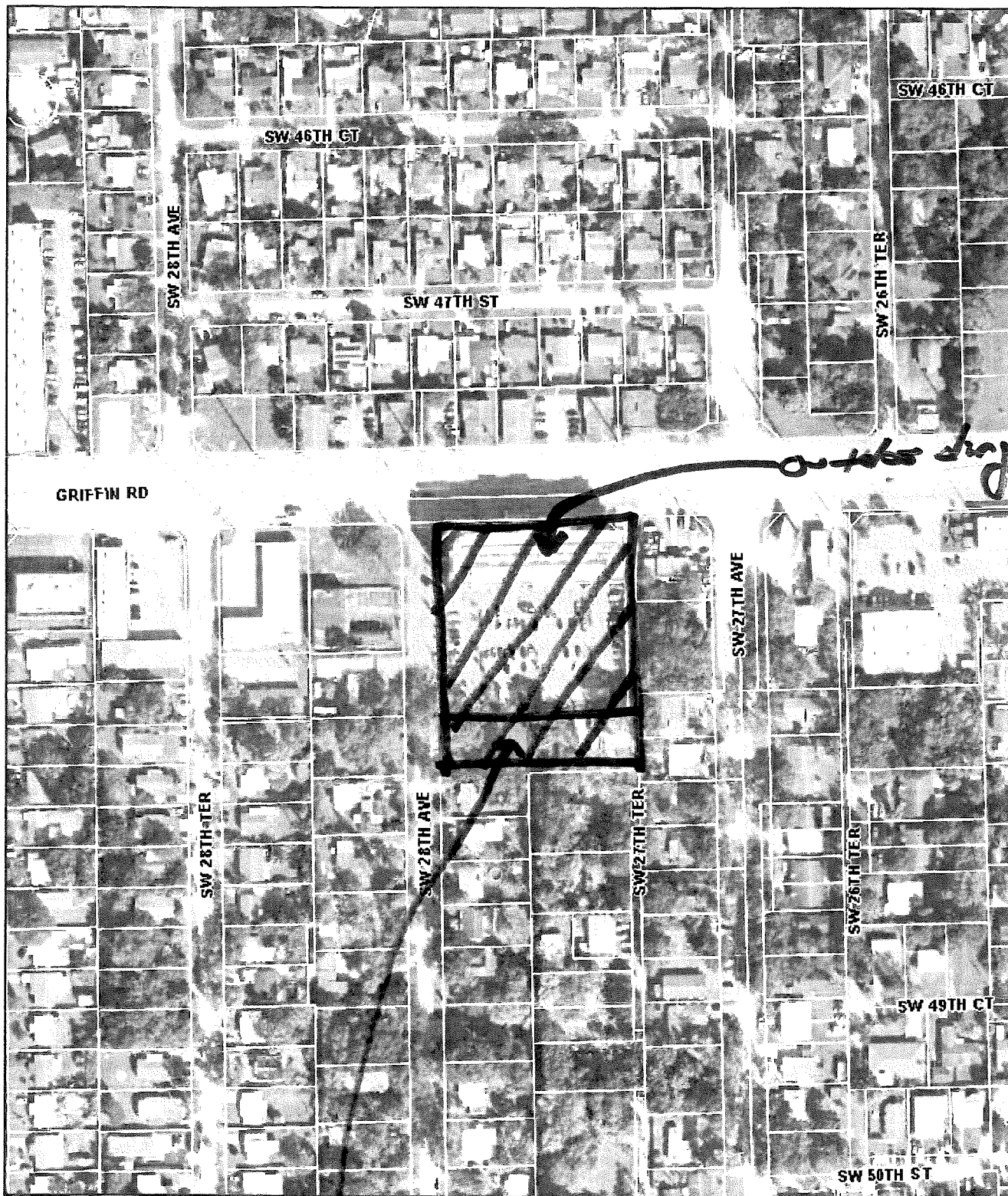
I was wondering if you speak with one of you tenants (the one who lives on the Northeast corner, second balcony up), as he seems to think it is acceptable to throw his cigarette butts from his balcony, to collect like white confetti all over the street below. While I appreciate that you have someone who cleans up around 'your' building, he doesn't clean up all the butts collecting on the East side of 27th Terrace.

I have held my tongue regarding this disgusting matter ever since it started, as it seems that more and more human beings think that littering the streets is perfectly acceptable, and you may think I am being oversensitive. However, when I was walking my dog, as I do every day, your tenant seemed to think it was quite acceptable to throw his butt over the balcony right as I was approaching. Granted, it was early and still dark, and he may not have seen me, but the point is he shouldn't be throwing his garbage over the balcony. I don't throw my garbage in his apartment.

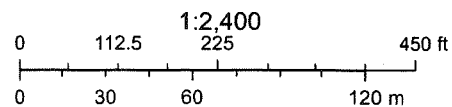
I appreciate your attention to this matter.

Kind regards

Kirsty



May 23, 2025



name1	name2	add	city	state	zip	zip 4
1630 SW 4TH AVE LLC		835 NE 16 TER	FORT LAUDER	FL	33304	4576
2484 SW 10 ST LLC		475 BRICKELL AVE #2813	MIAMI	FL	33131	
26 RESIDENCE LLC		4031 SW 54 CT	DANIA BEACH	FL	33314	
2700 GRIFFIN HOLDINGS LLLP		2790 STIRLING RD #10	HOLLYWOOD	FL	33020	
2741HATZ LLC		9180 EQUUS CIR	BOYNTON BEA	FL	33472	
2748 SOUTH WEST REALTY LLC		811 AVENUE W	BROOKLYN	NY	11223	
2750 GRIFFIN HOLDINGS LLLP		2790 STIRLING RD STE 10	HOLLYWOOD	FL	33020	
2857 LLC		20315 NE 15 CT	MIAMI	FL	33179	
2950 GRIFFIN ROAD LLC%	ANGELA SULEYMANOVA	4801 29TH WAY STE 6	FORT LAUDER	FL	33312	
307-309 DANIA INC		1019 SE 8 CT	DEERFIELD BE	FL	33441	
4 WALLS RENTAL LLC		21234 NE 19 CT	MIAMI	FL	33179	
4847 ZBRE LLC		2539 AMBASSADOR AVE	COOPER CITY	FL	33026	
4935A SW 27TH LAND	TRTRSTE LLC TRSTEE	1901 W COLONIAL DR	ORLANDO	FL	32804	
4941 LLC		7561 POLK ST	HOLLYWOOD	FL	33024	
4950 DANIA LLC		19790 W DIXIE HWY STE 1001	MIAMI	FL	33180	
ABU-HASHISH,LAWRENCE		4903 WHISPERING WAY	FORT LAUDER	FL	33312	
ADAMS,DAMON J & DONNA LYNN		4924 SW 27 AVE	FORT LAUDER	FL	33312	6028
ADAMS,DIANE K	CASTRONOVO,PHYLLIS J	2639 SW 50 ST	FORT LAUDER	FL	33312	6034
ADIAH,STEPHEN		4651 SW 26 TER	FORT LAUDER	FL	33312	5764
ALDICK,ABDEL	RALDICK,GHADA	4700 SW 55 AVE	DAVIE	FL	33314	
ALEKSANDR OSTROVSKIY	TROSTROVSKIY,ALEKSANDR TRSTEE	12411 OSBORNE ST #86	PACOIMA	CA	91331	
ALTMAN,CHRISTINA L		2733 SW 47 ST	FORT LAUDER	FL	33312	
ANDREWS,DALE A		4680 SW 27 AVE	FORT LAUDER	FL	33312	5708
ANGRAND,EDNER & ADELINE		2716 SW 47 ST	FORT LAUDER	FL	33312	
APONTE,MARIE ISABEL		2796 SW 46 CT	FORT LAUDER	FL	33312	
AUTO FINANCING LLC		17145 N BAY RD #4504	SUNNY ISLES	FL	33160	
AVERY,VIVIAN		4975 SW 28 AVE	FORT LAUDER	FL	33312	
BAEZA,EDWARD		4731 SW 26 TER	FORT LAUDER	FL	33312	
BARILE,CHRISTI M & LUCILLE A		5099 SW 28 AVE	FORT LAUDER	FL	33312	5853
BARNETT,PATRICIA		4650 SW 26 AVE	FORT LAUDER	FL	33312	5730
BARRERA,RAUL	VALLADARES,DANIA ROSA	5479 NW 184 ST	MIAMI GARDEN	FL	33055	
BBS BUILDERS, INC		1760 NW 91 TER	PLANTATION	FL	33322	
BEAUDRY,CHRISTOPHER L		4940 SW 26 AVE	FORT LAUDER	FL	33312	
BELITSIS,DIMITRIOS		4920 SW 28 TER	FORT LAUDER	FL	33312	
BHO18 LLC		3840 N 49 AVE	HOLLYWOOD	FL	33021	
BOGAR,JANET EST		5021 SW 29 AVE	FORT LAUDER	FL	33312	5813
BOHADANAH,ELIYAHU		3950 SW 6 ST	FORT LAUDER	FL	33312	2632
BOKOBZA,ERIC D & ZOHAR		4821 SW 29 AVE	FORT LAUDER	FL	33312	
BORGIONE,ROMINA P		2732 SW 46 CT	FORT LAUDER	FL	33312	
BORRELLI,DAMARIS	DAMARIS BORRELLI REV LIV TR	4631 SW 25 TER	FORT LAUDER	FL	33312	5725
BOURBEAU,COLLEEN		2780 SW 46 CT	FORT LAUDER	FL	33312	5638
BRADY,DWIGHT		11400 NW 4 CT	PLANTATION	FL	33325	
BRADY,DWIGHT		1320 SW 88 WAY	PEMBROKE PI	FL	33025	
BROUWER,ANDREW		4951 SW 27 AVE APT B	FORT LAUDER	FL	33312	6027
BROWARD COUNTY BOARD	OF COUNTY COMMISSIONERS	115 S ANDREWS AVE RM 501-	FORT LAUDER	FL	33301	1801
BROWARD LAND BUYERS LLC		232NW 14 WAY	DANIA BEACH	FL	33004	
BROWN,GREGORY A & JEANNE		4634 SW 28 WAY	FORT LAUDER	FL	33312	5613
BUBA INVESTMENTS LLC		3728 NW 88 TER	HOLLYWOOD	FL	33024	
BUCASEY,ARON H/E	BUCASEY,PERLA	4671 SW 26 TER	FORT LAUDER	FL	33312	

BUNJEVACKI, TIJANAPEREYRA, ANTHONY		2637 SW 50 ST	FORT LAUDER FL	33312
BURTON 53 LLC		5369 SW 34 AVE	FORT LAUDER FL	33312
CALLAHAN, JOSEPHINE M POWELL EST		5020 SW 29 WAY	FORT LAUDER FL	33312 5826
CAMARAZA, JOHANA ROSADO		4910 SW 29 AVE	FORT LAUDER FL	33312
CAMPUZANO, KATHY	SWOOD, RONALD A	5037 SW 28 AVE	FORT LAUDER FL	33312 5853
CANGRO, K & NEILA A		4649 SW 28 WAY	FORT LAUDER FL	33312 5612
CARDENAS, FATIMA	CELENELISBEY, GILBERTO M	2797 SW 46 CT	FORT LAUDER FL	33312
CARMICHAEL, CARLEIGH	RAETHOMAS, ADAM CLAYTON	2661 SW 51 CT	FORT LAUDER FL	33312
CASHFLOW VENTURES LLC		4700 SW 74 TER	DAVIE FL	33314
CASTELLANO, LISA	CASTELLANO, WALTER JR	4901 SW 29 AVE	FORT LAUDER FL	33312 5811
CATCHINGS, GLENN ANTHONY		4923 WHISPERING WAY	FORT LAUDER FL	33312
CATON, STEVEN		3790 RAMBLEWOOD CT	MELBOURNE FL	32934
CEPEK FAMILY HOLDINGS INC		2381 GRIFFIN RD	FORT LAUDER FL	33312
CERBERUS SFR HOLDINGS II LP		600 GALLERIA PKWY STE 300	ATLANTA GA	30067
CF & A HILL FAMILY LTD		261 SW 13 ST	DANIA BEACH FL	33004
CHAMBERLAIN, NANCY		2724 SW 46 PL	FORT LAUDER FL	33312 5656
CHESTO, DANIEL & GRACE		PO BOX 820461	PEMBROKE PI FL	33082 0461
CHRISTINE M PROST LIV REV	TRDANIELLE AGUIAR LIV REV TR ETAL	PO BOX 290484	DAVIE FL	33329
CLAYTON, CHRISTINA E		4830 SW 27 AVE #B	FORT LAUDER FL	33312
COLBERT, R B & JANET		4605 SW 27 TER	FORT LAUDER FL	33312 5606
COLLINS, BILLY JR	H/EGARCIA, EDGAR J	2756 SW 46 PL	FORT LAUDER FL	33312 5656
CONGDON, JANE M		512 SW 12 ST	LAKE BUTLER FL	32054 2418
CORCHADO, LUIS A		4730 SW 29 TER #B	FORT LAUDER FL	33312 5659
CORDELL, THOMAS H/E	CORDELL, DAVID H/E & CORDELL, D	4601 SW 27 TER	FORT LAUDER FL	33312 5606
CORDERO, LUIS G	H/EZUNIGA, JAVIER E	5010 SW 29 AVE	FORT LAUDER FL	33312
CRAWFORD, HERBERT F & DONNA K		4960 SW 29 AVE	FORT LAUDER FL	33312 5812
CREO SOLUTIONS LLC		1400 SW 87 AVE	PEMBROKE PI FL	33025 3307
D & S MANAGEMENT LLC		2011 LEE ST	HOLLYWOOD FL	33020
DALONZO, DIANA M		2708 SW 46 PL	FORT LAUDER FL	33312 5656
DANIA BEACH LAND TR	REYES, CARLOS J TRSTEE	396 MALLARD RD	WESTON FL	33327
DDCTD CURRENT & FUTURE OWNERS	WHISPERING OAKS COMMUNITY ASSN I	4916 WHISPERING WAY	FORT LAUDER FL	33312
DDCTD CURRENT & FUTURE OWNERS	WHISPERING OAKS COMMUNITY ASSN I	6555 POWERLINE RD STE 105	FORT LAUDER FL	33309 2048
DEL RIO, RAFAEL		2749 SW 47 ST	FORT LAUDER FL	33312 5643
DEL VALLE QUINTANA, ADRIANA H/E	PIRELA NARANJO, OSCAR DANIEL	2797 SW 47 ST	FORT LAUDER FL	33312
DENIS, DONALD		4624 SW 28 AVE	FORT LAUDER FL	33312 5608
DEZIEL, ALAIN ARMAND		5020 SW 29 AVE	FORT LAUDER FL	33312
DIAMOND, GARY W & MARY LOU		4914 SW 27 AVE	FORT LAUDER FL	33312 6028
DIANNE GREENFIELD TR	GREENFIELD, DIANNE TRSTEE	5061 SW 27 AVE #1-2	FORT LAUDER FL	33312
DIDIO, ANTHONY P H/E	SHERWIN, MARIE ELAINA	4930 SW 26 AVE	FORT LAUDER FL	33312 6024
DND MANAGEMENT LLC		1915 SW 21 AVE STE B305	FORT LAUDER FL	33312 3104
DO AMARAL, ADRIANA FKA MEHARRY		4641 SW 25 TER	FORT LAUDER FL	33312 5725
DRAGOSLAVIC, GORAN		1800 W BROWARD BLVD	FORT LAUDER FL	33312
DROUSKIN, IDAN		1710 SW 100 TER	DAVIE FL	33324 7474
DROUSKIN, IDAN IZHAK		10225 SW 20 ST	DAVIE FL	33324 7427
DRUSKIN PROPERTIES 1 LLC		2920 SW 46 CT	FORT LAUDER FL	33312
DULAR, LISA		5011 SW 29 AVE	FORT LAUDER FL	33312 5813
DWYER, MARY JANE	DWYER, RICHARD	4621 SW 42 TER	FORT LAUDER FL	33314 4715

EADES,DONNA L		4711 SW 25 TER	FORT LAUDERFL	33312	5908
ECHEONA,XOCHIL		691 LAKE BLVD	WESTON FL	33326	
EG SERVICES LLC		8737 ESTADA CIR	COOPER CITY FL	33024	
ERNESTO CAMARAZA ALFARO REV TR	CAMARAZAALFARO,ERNESTO TRSTEE	13818 SW 152 ST #372	MIAMI FL	33177	
ESPAÑOL,R A & ADORACION M		2631 SW 46 CT	FORT LAUDERFL	33312	5745
EVANS,BRENT H/E	TOMASSI,PIETRO	5001 SW 27 AVE #1-2	FORT LAUDERFL	33312	
EVERRET,LEATHER	TRSTEE H/ELOVING TR ETAL	2772 SW 47 ST	FORT LAUDERFL	33312	
FADLON,DAVID		2156 NE 62 ST	FORT LAUDERFL	33308	
FADLON,OFER	FADLON,RONIT	201 ANSIN BLVD UNIT A	HALLANDALE E FL	33009	
FAY,DAVID		5018 SW 28 AVE #1-2	FORT LAUDERFL	33312	5845
FERREIRA PEREIRA,CHRISTIAN		2765 SW 47 ST	FORT LAUDERFL	33312	5843
FLORIDA DEPT OF TRANSPORTATION	OFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERFL	33309	3421
FORGIE,KIRSTY	KIRSTY FORGIE REV TR	5111 SW 27 TER	FORT LAUDERFL	33312	6117
FORK,MARY JEAN		4656 SW 28 WAY	FORT LAUDERFL	33312	5613
FOSTER,WANDA G		4931 SW 29 WAY	FORT LAUDERFL	33312	5823
FRANCOIS,REGINA	SAINTIL,LESLEY	4657 SW 28 AVE	FORT LAUDERFL	33312	
FRANK,SVETLANA		2741 SW 46 CT	FORT LAUDERFL	33312	
FREITUS,KELSEY		4947 WHISPERING WAY	FORT LAUDERFL	33312	
GAL,ADI		6030 HOLLYWOOD BLVD #135	HOLLYWOOD FL	33024	
GALDORISE,WILLIAM ANTHONY		5010 SW 29 WAY	FORT LAUDERFL	33312	5826
GALLARDO,EUGENIO P		2724 SW 46 CT	FORT LAUDERFL	33312	
GAMLIEL,AMIR & EDNA		904 NE 2 ST	HALLANDALE E FL	33009	8512
GARCIA DIAZ,RUBEN		4830 SW 29 AVE	FORT LAUDERFL	33312	
GEORGE & ELENA METZKES	REV TRMETZKES,ELENA TRSTEEES	6383 NW 40 AVE	COCONUT CRE FL	33073	
GEORGES,MIREILLE	PEAN,GARDY & PEAN,SHAREEN	4940 SW 28 AVE	FORT LAUDERFL	33312	
GERNANT,YOLANDA M		2740 SW 46 CT	FORT LAUDERFL	33312	5638
GIBSON,MARY LMARY	L GIBSON REV TR	4626 SW 28 WAY	FORT LAUDERFL	33312	5613
GMAX FL LLC		5201 RAVENSWOOD RD #114	FORT LAUDERFL	33312	
GONZALEZ,ELSAFERRER,ANJALI		3800 SW 29 ST # A	MIAMI FL	33134	7338
GONZALEZ,PELEGRIN & ANA		2741 SW 47 ST	FORT LAUDERFL	33312	5643
GRAMMER,THOMAS D		4701 SW 25 TER	FORT LAUDERFL	33312	5908
GRATE,MARGARET		4721 SW 25 TER	FORT LAUDERFL	33312	
GRECCO,COOPER NICOLE		4919 WHISPERING WAY	DAVIE FL	33312	
GRECO,KASSANDRA		4961 SW 29 AVE	FORT LAUDERFL	33312	
GREENBARG,AARON D	AARON GREENBARG REV TR	4927 WHISPERING WAY	FORT LAUDERFL	33312	
GREENWELL,WENDY ANNE		2725 SW 47 ST	FORT LAUDERFL	33312	
GUERRERO,BIANCA	GUERRERO,LUCRECIA	5071 SW 27 AVE	FORT LAUDERFL	33312	
GUILLEN,BENEDICTO		4700 SW 25 TER	FORT LAUDERFL	33312	
HAMMONDS,ROBERT LEE II		4616 SW 28 AVE	FORT LAUDERFL	33312	
HANNOVER,KYLE		2709 SW 46 CT	FORT LAUDERFL	33312	5637
HARLEY,JENNIFER M		4980 SW 29 AVE	FORT LAUDERFL	33312	5812
HARPER,CHERRILYN B		5487 NW 95 AVE	SUNRISE FL	33351	7731
HERGERT,CONNIA MCONNIA	M HERGERT REV TR	4710 SW 25 TER	FORT LAUDERFL	33312	5909
HERNANDEZ,FRANK & PADILLA,SILVIA		4944 SW 26 TER	FORT LAUDERFL	33312	5938
HERNANDEZ,NICHOLAS & RACHEL		2789 SW 46 CT	FORT LAUDERFL	33312	
HEWITT,ROBERT		2757 SW 46 CT	FORT LAUDERFL	33312	5637
HICKS,NANCY L		2709 SW 47 ST	FORT LAUDERFL	33312	
HIGGINS,JOHN		4943 WHISPERING WAY	FORT LAUDERFL	33312	
HOANG,VICTOR QTSAN,MINH L		4930 SW 28 TER	FORT LAUDERFL	33312	

HOFFMAN,MARTIN J		50 GREENS RD	HOLLYWOOD FL	33021	8411
HOLLYWOOD PARK	APARTMENTS NORTH LLC	407 POINCIANA DR	HALLANDALE E FL	33009	
HOLUB,JOHN L & LORRAINE M		4999 SW 27 TER	FORT LAUDER FL	33312	5845
HOULE,MARCEL		2773 SW 46 CT	FORT LAUDER FL	33312	5637
HOUSTON,BONNIE RUTH		3720 SW 48 CT	FORT LAUDER FL	33312	
HUSBAND,DAN		480 NW 48 ST	FORT LAUDER FL	33309	
I B C R LLC		17555 COLLINS AVE #1606	SUNNY ISLES E FL	33160	
INGRAM,JOHN B & PAMELA A	JOHN & PAMELA INGRAM REV TR	4751 SW 26 TER	FORT LAUDER FL	33312	5910
IONITA,ANA MARIA		4903 SW 28 TERR	FORT LAUDER FL	33312	
ITYA36 LLC		21304 ROCK RIDGE DR	BOCA RATON FL	33428	
JEAN-MARY,FRITZ		2732 SW 46 PL	FORT LAUDER FL	33312	
JOAN ALICE LEHMAN REV	TRLEHMAN,JOAN ALICE TRSTEE	2880 NE 14 ST #913	POMPANO BEA FL	33062	3659
JOHANSON,JARED		2781 SW 46 CT	FORT LAUDER FL	33312	
JOHN,SARAMMA VMATHAI,JOHN V		19 WASHINGTON DR	LINDENHURST NY	11757	
JOHNSON,DARYLDYK,MEGAN VAN		4950 SW 29 WAY	FORT LAUDER FL	33312	
JONES,CLIFTON & JERLONDA	JONES FAM REV TR	4920 SW 29 AVE	FORT LAUDER FL	33312	5812
JOSEPHINE D BOVIE REV LIV	TRBOVIE,JOSEPHINE D TRSTEE	2695 SW 121 TER	DAVIE FL	33330	
JUVIEL,NELSON A ZERQUERA	H/EPEREZ,ROXANA ALONSO	2732 SW 47 ST	FORT LAUDER FL	33312	
K & K GROUP 4885 LLC		8040 VARNA AVE	LOS ANGELES CA	91402	
K E 2700 LLC		2700 GRIFFIN RD	DAVIE FL	33312	
KADOCH,AARON HERRERA	LOBATON,PAMELA	4731 SW 25 AVE	FORT LAUDER FL	33312	5906
KAMER,CLAUDIA & PETER	M H/EKAMER,PAUL	4626 SW 27 AVE	DANIA BEACH FL	33332	
KANJIRATHUMKAL,JIJI	KANJIRATHUMKAL,JOHN	4911 SW 28 TER #1-2	FORT LAUDER FL	33312	
KARP,HENRY & DEBRA		5081 SW 27 AVE	FORT LAUDER FL	33312	6029
KATZ,DAVID		550 NE 172 ST	NORTH MIAMI I FL	33162	
KEMETHER,DAVID		4480 SW 34 TER	FORT LAUDER FL	33312	
KEY,STEPHEN ANDREW JR		2749 SW 46 CT	FORT LAUDER FL	33312	
KGS FLORIDA LLC		3781 W STATE RD 84 #102	DAVIE FL	33312	
KHACHATRYAN,JACOB HAYK		8040 VERN AVE	PANORAMA CI CA	91402	
KHARDAS,BORIS & BETTI		4930 SW 29 AVE	FORT LAUDER FL	33312	
KOSS,DOREEN		5055 SW 28 AVE	FORT LAUDER FL	33312	5853
KRIVOSHAPKIN,OLEG	KRIVOSHAPKINA,NADEZHDA	5080 SW 28 AVE	FORT LAUDER FL	33312	
KRZEMINSKI,CATHERINE	AKRZEMINSKI,JOHN	2630 SW 51 ST	FORT LAUDER FL	33312	6037
KYLIE INVESTMENT LLC		702 BREAKWATER TER	SEBASTIAN FL	32958	
LA ROC,DANA M		2641 SW 46 CT	FORT LAUDER FL	33312	
LABONTE,ROGER L & JULIA		5070 SW 28 AVE	FORT LAUDER FL	33312	5854
LAINEZ,MIRIAM		4907 WHISPERING WAY	FORT LAUDER FL	33312	
LAMBERT,CARLA L		5030 SW 29 AVE	FORT LAUDER FL	33312	
LANDRY,THOMAS P		4711 SW 26 TER	FORT LAUDER FL	33312	
LAWHORN-BENNETT,TAMMIE R		4650 SW 27 AVE	FORT LAUDER FL	33312	
LAWRENCE,EVELYN		5105 SW 27 TER	FORT LAUDER FL	33312	
LAWSON,JAMES		4991 SW 27 TER	FORT LAUDER FL	33312	
LEE,JEFFREY	LEE,KIRSTEN LESLIE	412 VENADO DR	SANTA BARDA CA	93111	
LESMOND,ALDERMAN ROWE N		5072 SW 28 TER	FORT LAUDER FL	33312	
LILLIAN M BARRON REV	TRBARRON,LILLIAN TRSTEE	8541 SW 30 ST	DAVIE FL	33328	1807
LISBEY,HILBERTO A & ACELITA L		2772 SW 46 CT	FORT LAUDER FL	33312	5638
LONESKE,REBECCA		4901 SW 27 AVE	FORT LAUDER FL	33312	
LOZANO,MICHAEL		4971 SW 28 TER #1-2	FORT LAUDER FL	33312	
LUCKLY LOTS LLC		1560 NE 205 TER	MIAMI FL	33179	
LYNCH,KIMBERLY		5091 SW 26 AVE	FORT LAUDER FL	33312	7419

M F & VICTORIA A MARRALE REV	TRMARRALE,MICHAEL & VICTORIA A TRS	6000 SW 55 ST	DAVIE FL	33314
MALIKMO LLC		899 N SUMMIT ST	CRESCENT CIT FL	32112
MANCINI,DAWN M		4900 SW 28 AVE	FORT LAUDERI FL	33312 5852
MARGOLES,GLENN T & JEAN KAHLE		939 TYLER ST	HOLLYWOOD FL	33019 1301
MARQUEZ,ASHLEY YOUNG	ROSEVEGA,EDGAR B	4730 SW 25 TER	FORT LAUDERI FL	33312
MARQUEZ,LINA MARIA		4985 SW 27 TER	FORT LAUDERI FL	33312
MARREN,PAUL J		4981 SW 27 AVE	FORT LAUDERI FL	33312 6027
MARTINEZ,CARLOS L	H/EMARTINEZ,ANIELKA M	5000 SW 29 WAY	FORT LAUDERI FL	33312 5826
MARY P RICHARDS REV	TRRICHARDS,MARY P TRSTEE	3066 BRISTLECONE RD	AVON PARK FL	33825
MAYO 23 LLC		10400 NW 30 CT #308	SUNRISE FL	33322
MCEACHIN,ONEIDA	H/EMCEACHIN,RYAN	4939 WHISPERING WAY	FORT LAUDERI FL	33312
MCGOWAN,DENNIS R	SAVER,SUSAN T	2725 SW 46 PL	FORT LAUDERI FL	33312 5655
MCLEAN,DANA LYNNE & ZACHARY E		4710 SW 27 AVE	FORT LAUDERI FL	33312
MCMAHON,LESLIE & MAJOVSKY,JURAJ		740 ELLIOTT PL	COUPEVILLE WA	98239 4014
MEDVEDEVA,ELENA		1835 E HALLANDALE BEACH E	HALLANDALE E FL	33009 4619
MEGNAUTH,DEOKUMAR	H/ERONNAN,ASHLEY	4761 SW 26 TER	FORT LAUDERI FL	33312
MEKAITTEN,ASSAF		1 FOXFIRE RD APT 1	HOLLYWOOD FL	33021 1729
MENASCHE,MORRIS		570 STONEMONT DR	WESTON FL	33326
MESTRES,CIRO JR & MARY MIJARES,HUMBERTO LUIS FUSTES		604 RIVERSIDE DR #6B	NEW YORK NY	10031
		2788 SW 47 ST	FORT LAUDERI FL	33312
MIL PROPERTIES INC		2302 N 37 AVE	HOLLYWOOD FL	33021 3603
MILLER,CHRISTIAN		2725 SW 46 CT	FORT LAUDERI FL	33312 5637
MIRACLE 55 LLC		3291.5 SW 44TH ST	FORT LAUDERI FL	33312
MOLINO,WILLIAM J		4960 SW 29 WAY	FORT LAUDERI FL	33312
MORA,CHRISTIAN		1495 SW 28 AVE	FORT LAUDERI FL	33312 3944
MORA,IVAN SANTIAGO	SUAREZ,AMANDA	4884 SW 26 AVE	FORT LAUDERI FL	33312
MORDEHAY,DORIT		4640 SW 29 TER	FORT LAUDERI FL	33312
MORDES,JERRY & SUSAN		4836 SW 26 TER	FORT LAUDERI FL	33312
MORDY 613 INC		4750 SW 27 AVE	FORT LAUDERI FL	33312
MULDOON,MICHAEL		4610 SW 26 TER	FORT LAUDERI FL	33312
N & D HOLDING INC		5310 W STATE ROAD 84	FORT LAUDERI FL	33314 1240
NADLAN INVESTMENTS LLC		1201 N STATE RD 7 STE 100	LAUDERHILL FL	33313
NANAN,CLYDELONG	ISLAND INVESTMENT GROUP LLC	260 NW 14 WAY	DANIA BEACH FL	33004
NANCY J CHILDS TR	CHILDS,NANCY J TRSTEE	520 FRONT ST	MARION MA	02738
NAPO,JACQUELINE		2788 SW 46 CT	FORT LAUDERI FL	33312 5638
NEASE,ABBY H/E	EVANS,CHRISTOPHER	4921 SW 29 AVE	FORT LAUDERI FL	33312
NELSON-BLAKE,SHERINE C		4670 SW 27 AVE	FORT LAUDERI FL	33312
NELSON,BONICE S		2740 SW 47 ST	FORT LAUDERI FL	33312
NEW BHNV DANIA 2 LLC		5430 SW 25 AVE	FORT LAUDERI FL	33312
NIKOGHOSYAN,LUIZA		4625 SW 27 AVE	FORT LAUDERI FL	33312
NJARAVELIL,JOHNY		5354 N STERLING RANCH CIR	DAVIE FL	33314
NUNEZ,GEORGE		4935 SW 27 TER	FORT LAUDERI FL	33312 5845
OBYMAKO,MICHAEL	H/EYIN,DONGXIAN	2645 SW 49 CT	FORT LAUDERI FL	33312
OE INVESTMENTS LLC		5373 SW 32 WAY	FORT LAUDERI FL	33312
OGBUAGU,HENRY M & CYNTHIA		2757 SW 47 ST	FORT LAUDERI FL	33312 5643
ORDONEZ,CARLOS	H/EORDONEZ,GERMAN	2733 SW 46 CT	FORT LAUDERI FL	33312
OVIDEO,JENNIFER		2621 SW 49 CT	FORT LAUDERI FL	33312
OWENS,DAVID R		5041 SW 28 TER	FORT LAUDERI FL	33312 5807

OWINGS,MERI		5081 SW 28 AVE	FORT LAUDER FL	33312
PACIFICO,SARAH JANE		4820 SW 29 AVE	FORT LAUDER FL	33312 5810
PAOLETTI,VICTORIA		4640 SW 27 AVE	FORT LAUDER FL	33312
PARDO,MARIA L		2796 SW 47 ST	FORT LAUDER FL	33312
PARRA VIELMA,EDWARS J	SANCHEZ,MERCEDES SOLANGE	2708 SW 46 CT	FORT LAUDER FL	33312
PAUL COHEN REV TR	GOLDENBERG,SANDY TRSTEE	20201 E COUNTRY CLUB DR #	AVENTURA FL	33180
PERKINS,JANICE M		2779 GRIFFIN RD	FORT LAUDER FL	33312
PETRARCA,J C & KATHLEEN A		4661 SW 25 TER	FORT LAUDER FL	33312 5725
PETTERSEN,DOLYRES G		4660 SW 27 AVE	FORT LAUDER FL	33312
PIERRE'S ROOFING COMPANY		5101 SW 40 AVE	DANIA BEACH FL	33314
PLACA,ROBERT JR		4913 SW 27 TER	FORT LAUDER FL	33312
POLANCO,LINDA S		5001 SW 29 AVE	FORT LAUDER FL	33312 5813
POWMESAMY,DANA LATCHMI	H/EPOWMESAMY,LEARIE	4911 SW 26 AVE #1-2	FORT LAUDER FL	33312
POZADA,ELIZABETH G	H/EPOZADA,CARLOMAGNO TOMAS	4688 SW 29 TER #1-2	FORT LAUDER FL	33312
PREMIER LM GROUP LLC		3650 SW 61 TER	MIRAMAR FL	33023
PRICE,THOMAS W &	DIANAPRICE,THOMAS A	1413 ARGONAUT ISLE	DANIA BEACH FL	33004 2327
PROLIFIC TECHNOLOGIES LLC		15800 NE 14 CT	MAIMI FL	33179
PUERTA,GUILLERMO		2756 SW 47 ST	FORT LAUDER FL	33312
RAMIREZ,IRIS		3916 HAYES ST	HOLLYWOOD FL	33021
RAMIREZ,LUPITA		2748 SW 46 PL	FORT LAUDER FL	33312
RAPPOLI,JAMES J & SUSAN J		5019 SW 28 AVE	FORT LAUDER FL	33312 5853
RAYMOND LAWRENCE SHORE	LIV TRMARIA ROSE SHORE LIV TR	10801 SW 29 PL	DAVIE FL	33328
REDMOND,RICHARD D		5079 SW 28 TER	FORT LAUDER FL	33312 5807
RENAUD,MARJORIE		2717 SW 47 ST	FORT LAUDER FL	33312
RICHARD J WEINSTEIN REV TR		8046 N SAVANNAH CIR	DAVIE FL	33328
RICHARDSON,TERRIS		2650 SW 50 ST	FORT LAUDER FL	33312
RITCHIE,JOSEPH WILLIAM		2773 SW 47 ST	FORT LAUDER FL	33312
RITTER,PATRICK A & SUSAN J		4621 SW 26 TER	FORT LAUDER FL	33312 5764
RIVERA,JOSHUA APARICIO	CORRAL,JESIKA D OLIVA	2611 SW 50 ST	FORT LAUDER FL	33312
ROBERGE,JOEL	H/EROBERGE,EDWARD	4930 SW 27 AVE	FORT LAUDER FL	33312
ROBINSON,ROBERTA J		4632 SW 28 AVE	FORT LAUDER FL	33312 5608
RODESKY,LARRY & GEORGINA		4891 SW 26 AVE	FORT LAUDER FL	33312 5901
RODRIGUEZ,JEFFREY		5050 SW 27 AVE	FORT LAUDER FL	33312
RODRIGUEZ,JORGE	H/ERENTEL,MARIA E ETAL	4608 SW 28 AVE	FORT LAUDER FL	33312 5608
RODRIGUEZ,JUAN CARLOS & LIGIA		2789 SW 47 ST	FORT LAUDER FL	33312 5643
RODRIGUEZ,PETER J		4954 SW 28 AVE	FORT LAUDER FL	33312 5852
ROGER M HARRISON REV	TRHARRISON,ROGER M TRSTEE	4970 SW 28 TER	FORT LAUDER FL	33312
ROGERS,SUSAN A		5000 SW 29 AVE	FORT LAUDER FL	33312 5814
ROMA,JOSEPHFOLIGNO,NICOLE		5117 SW 27 TER	FORT LAUDER FL	33312 6117
ROS,EDUARDO JR		4721 SW 25 AVE	FORT LAUDER FL	33312
ROSENBERGER,BRIAN CARLL	H/EROSENBERGER,LUZ IVETTE	4935 WHISPERING WAY	FORT LAUDER FL	33312 5756
ROSS,JOHN V		4911 WHISPERING WAY	FORT LAUDER FL	33312
RYLES,DEBBIE L		4921 SW 29 WAY	FORT LAUDER FL	33312
SAAVEDRA,MARILYS N & NICHOLAS		4625 SW 28 AVE	FORT LAUDER FL	33312
SALAS MONTES,ELBA KATHERINE	CHAREM MOUDABBES,MOHAMED Y	4970 SW 29 WAY	FORT LAUDER FL	33312 5824
SALAS,JEANETTE	ESCOBAR,CARLOS	4911 SW 29 WAY	FORT LAUDER FL	33312
SANABRIA,RIGOBERTO		4730 SW 27 AVE	FORT LAUDER FL	33312 5903
SANCHEZ,JULIO & MARGARITA		3713 MCKINLEY ST	HOLLYWOOD FL	33021
SANDERS,JOHN	JOHN SANDERS TR	2631 SW 51 ST	FORT LAUDER FL	33312
SARDINA,VIENGSOUK P		4926 SW 27 AVE	FORT LAUDER FL	33312

SAWYER,MICHAEL DANE		4911 SW 27 AVE	FORT LAUDERFL	33312
SCHEBOVITZ,NIKI		5241 SW 32 AVE	FORT LAUDERFL	33312
SCHERRER,LAWRENCE E & DEBORAH M		4980 SW 29 WAY	FORT LAUDERFL	33312 5824
SCHONWETTER,SAMUEL R & DAWN L		3189 CLEVELAND ST	HOLLYWOOD FL	33021
SCHOTT,DAVID OWEN		2624 SW 49 CT	FORT LAUDERFL	33312 6033
SCOTT,ANDREW JOHN		2764 SW 46 CT	FORT LAUDERFL	33312 5638
SCULLY,JACQUELINE T		4930 SW 28 AVE	FORT LAUDERFL	33312 5852
SDC DEVELOPMENT & TRUST LLC		2900 GRIFFIN RD	DAVIE FL	33312
SDS DEVELOPMENT & TRUST LLC		5256 SW 38 AVE	FORT LAUDERFL	33312
SHARABI,SHACHAR		4837 SW 28 AVE # 3	FORT LAUDERFL	33312 5849
SHESHBESH 5 LLC		2974 GRIFFIN RD UNIT 6	FORT LAUDERFL	33312
SHIGETANI,YUICHI		4999 SW 26 AVE	FORT LAUDERFL	33312 6077
SHNICER,EVGENIYA VALERYEVNA		4915 WHISPERING WAY	FORT LAUDERFL	33312
SHORT,MONA M		4640 SW 28 WAY	FORT LAUDERFL	33312 5613
SHULTZ,SHERRIE L	SARTIN,CARL D JR	5031 SW 29 AVE	FORT LAUDERFL	33312 5813
SHUMILIN,MADINA & ALEXANDR		2697 SW 51 CT	FORT LAUDERFL	33312
SIMONE,DEBRA	SIMONE,EMMANUEL	4831 SW 29 AVE	FORT LAUDERFL	33312
SMITH,LISA MARIE		4990 SW 29 WAY	FORT LAUDERFL	33312 5824
SNI PROPERTIES LLC		2165 VAN BUREN ST #1407	HOLLYWOOD FL	33020
SOFFER LEGACY LLC		21051 BLACK MAPLE LN	BOCA RATON FL	33428 1708
SOT HOUSING LLC		5650 STIRLING RD #4	HOLLYWOOD FL	33021
SRP SUB LLC		1717 MAIN ST #2000	DALLAS TX	75201
STARVISH,RONALD		2680 SW 51 ST	FORT LAUDERFL	33312
STEWART,JENNIFER L		4891 SW 28 AVE	FORT LAUDERFL	33312
SUAREZ,JOANA H/E	VERA,JOHN A & RICARDA	5040 SW 29 AVE	FORT LAUDERFL	33312 5814
SWANN,SINDY		4930 SW 29 WAY	FORT LAUDERFL	33312 5824
SYNCSUITES DOGS LLC		7901 4 ST N STE 300	SAINT PETERS FL	33702
TAGGART,THOMAS J		4940 SW 29 WAY	FORT LAUDERFL	33312 5824
TALAMO,DIEGO M		4681 SW 26 TER	FORT LAUDERFL	33312
TREBOL TRTALLIN LLC TRSTEE		PO BOX 1720	DANIA BEACH FL	33004
TRIANA,MARIA DEL ROSARIO	FERNANDEZ,AMAYA LAZARA MARTINEZ	2717 SW 46 CT	FORT LAUDERFL	33312
TRIBOLETTI,DANIEL P	DANIEL P TRIBOLETTI REV TR	4891 SW 27 AVE	FORT LAUDERFL	33312 5932
TRIVINO JIMENEZ,CECILIO ANTONIO		4960 SW 28 TER	FORT LAUDERFL	33312
TROPICAL ACRES STEAK HOUSE		2500 GRIFFIN ROAD	FORT LAUDERFL	33312 5999
TURTLE BAY RESERVE LLC		2724 SW 47 ST	DANIA BEACH FL	33004
TWIN HARBORS PROPERTY MGT LLC		3020 SW 187TH TER	MIRAMAR FL	33029 5848
UNITARIAN UNIVERSALIST	CONGREGATION OF F LAUDERDALE INC	2810 GRIFFIN RD	FORT LAUDERFL	33312 5842
URTECHO,JOSE & LORI		5050 SW 29 AVE	FORT LAUDERFL	33312
VALENCIA,HERNEY M H/E	VALENCIA,MELISSA M	4951 SW 29 AVE	FORT LAUDERFL	33312 5811
VASQUEZ FAM REV TR	VASQUEZ,WILMER & PATRICIA TRSTEE	404 BRIARWOOD CIR	HOLLYWOOD FL	33024
VAYNER,SHLOMO		4955 SW 28 AVE	FORT LAUDERFL	33312
VAZQUEZ,OSWALDO & JULIA E		6420 ALLEN ST	HOLLYWOOD FL	33024
VELEZ,CHRISTOPHER A		9009 GERALD DR # 2128	CHARLOTTE NC	28217 3080
VERRILLI,SALVATORE		2890 GRIFFIN RD STE 5	FORT LAUDERFL	33312
VIE & FAMILY RENTALS LLC		6579 COBIA CIRCLE	BOYNTON BEA FL	33437
VILLA,MATTHEW P		4641 SW 28 WAY	FORT LAUDERFL	33312 5612

WARD,ROBERT G JR		4877 SW 28 TER	FORT LAUDERFL	33312	5803
WAREHAM,ROSANNA	WAREHAM,WILLIAM J H/E ETAL	4851 SW 29 AVE	FORT LAUDERFL	33312	5809
WEINSTEIN,RONALD M		1330 W AVE #2911	MIAMI BEACH FL	33139	
WEINSTEIN,RONALD MITCHELL		1330 WEST AVE #2911	MIAMI BEACH FL	33139	
WELLS,STEVEN L	H/EWELLS,ANAYANSI	2716 SW 46 PL	FORT LAUDERFL	33312	5656
WESTFALL,CHERYL		4900 SW 29 AVE	FORT LAUDERFL	33312	5812
WETTERER,JACQUELINE		4940 SW 29 AVE	FORT LAUDERFL	33312	
WHISPERING OAKS COMMTY ASSN	INC% PROPERTY KEEPERS MGMT LLC	6555 POWERLINE ROAD SUITE	FORT LAUDERFL	33309	
WHITE,COREY MAURICE	JEANLOUIS,MISOUCA CRETCHELL	4900 SW 27 AVE #1-2	FORT LAUDERFL	33312	6028
WICHER,KRZYSZTOF		4881 SW 27 AVE	FORT LAUDERFL	33312	5932
WILDRIDGE,ROSE	ROSE WILDRIDGE REV TR	2740 SW 46 PL	FORT LAUDERFL	33312	5656
WILSON,CAROLYN F		4950 SW 29 AVE	FORT LAUDERFL	33312	
WINTERS,PAUL D		4950 SW 28 AVE	FORT LAUDERFL	33312	
YEAA LLC% HYB HOLDING LLC		151 N NOB HILL RD STE 455	PLANTATION FL	33324	
YEDIDIM USA INC		872 EAST PLANTATION CIR	PLANTATION FL	33324	
YONKER,EMILY J		4897 SW 26 AVE	FORT LAUDERFL	33312	5901
YOUNG,DONNA J		4941 SW 29 AVE	FORT LAUDERFL	33312	5811

SunSentinel

MEDIA GROUP

Sold To:

City of Dania Beach- City Clerk's Office - 105628
100 W. Dania Beach Blvd
Dania Beach, FL 33004-3699

Bill To:

City of Dania Beach- City Clerk's Office - 105628
100 W. Dania Beach Blvd
Dania Beach, FL 33004-3699

Published Daily

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State Of Florida

County Of Orange

Before the undersigned authority personally appeared Rose Williams, who on oath says that he or she is a duly authorized representative of the SUN- SENTINEL, a DAILY newspaper published in BROWARD/PALM BEACH/MIAMI-DADE County, Florida; that the attached copy of advertisement, being a Legal Notice in:

The matter of RZ-034-24 Griffin Living- Ad

Was published in said newspaper by print in the issues of, and by publication on the newspaper's website, if authorized on 9 Feb 2026

Affiant further says that the newspaper complies with all legal requirements for publication in Chapter 50, Florida Statutes.

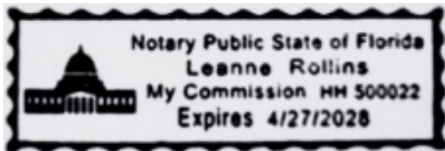


Signature of Affiant

Sworn to and subscribed before me this: 9 Feb 2026.



Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped

Personally Known (X) or Produced Identification ()

24981

**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 24, 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: RZ-034-24: The applicant, 2700 Griffin Holdings LLLP, is requesting to rezone two properties located at 4880 SW 28 Avenue and 4901 SW 27 Terrace from Two-Family Residential District (RD-8000) and Single-Family 6000 Residential District (RS-6000), respectively, to Planned Residential Development District (PRD-1). (First Reading)

The following is the proposed Ordinance of the matter:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE REQUEST MADE BY 2700 GRIFFIN HOLDINGS LLLP, A FLORIDA LIMITED LIABILITY LIMITED PARTNERSHIP FOR PROPERTIES GENERALLY LOCATED AT 4880 SW 28th AVE AND 4901 SW 27th TERRACE, IN THE CITY OF DANIA BEACH, FLORIDA, TO REZONE THE PROPERTIES FROM TWO-FAMILY RESIDENTIAL DISTRICT (RD-8000) AND SINGLE-FAMILY 6000 RESIDENTIAL (RS-6000) TO PLANNED RESIDENTIAL DEVELOPMENT DISTRICT (PRD-1) (UNDER APPLICATION RZ-034-24), SUBJECT TO CERTAIN RESTRICTIONS; 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. 3704 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 be 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: Rezoning
Application Site: 4880 SW 28 Avenue and 4901 SW 27 Terrace
Property Owner: 2700 Griffin Holdings LLLP
Request: To request rezoning approval for two properties from Two-Family Residential District (RD-8000) and Single-Family 6000 Residential to Planned Residential Development District (PRD-1).
Hearing Date & Time: February 24, 2026 at 7:00 PM
Hearing Location: City Commission Chambers, Dania Beach City Hall, 100 West Dania Beach Blvd
Contact Information: Jessica Mackey, Planner, 954-924-6805 Ext. 3639
2/9/2026 24981

24981



City of Dania Beach Public Services Memorandum

DATE: 2/24/2026

TO: Mayor and Commissioners

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

VIA: Fernando J. Rodriguez, Public Services Director

SUBJECT: FIRST READING OF ORDINANCE AUTHORIZING AN EXPENDITURE EXCEEDING ONE MILLION DOLLARS TO FUND THE WATER TREATMENT PLANT'S CHEMICAL FEED SYSTEMS REHABILITATION PROJECT

Request:

The Public Services Department (PSD) is submitting the attached ordinance authorizing an expenditure of City funds in excess of one million dollars to cover the cost of the Water Treatment Plant's chemical feed system rehabilitation project.

Background:

The Public Services Department (PSD) will prepare a commission item for an upcoming agenda seeking approval to award the bid for the aforementioned project. The cost of the project is expected to fall in the two-million-dollar range, thereby necessitating an ordinance allowing the use of funds exceeding the one-million-dollar threshold.

Budgetary Impact

No budgetary impact at this time. The associated item to be brought to the commission at a later date will entail a specific project cost amount.

Recommendation

The Public Services Department recommends that the City Commission allow for the first reading of the ordinance authorizing the expenditure of City funds exceeding one million dollars to fund the water treatment plant's chemical feed system rehabilitation project.

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 REHABILITATION 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 total project cost for the Chemical Feed System Rehabilitation Project, including a \$75,000.00 contingency, is \$1,979,307.00 which exceeds the \$1,000,000.00 expenditure threshold; and

WHEREAS, funding for this project will be appropriated from the water utilities Account No. 401-33-03-533-63-10 as determined by the City’s Finance Department.

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. The budget and appropriation for this project shall be allocated to Water Utilities Account No. 401-33-03-533-63-10.

Section 4. That all ordinances or part of ordinances in conflict with the provisions of the Ordinance are repealed.

Section 5. That it is the intention of the 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 relettered to accomplish such intention.

Section 6. That this Ordinance shall be effective immediately 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 Community Development Memorandum

DATE: 2/24/2026

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: TX-043-25: Adoption of amendments to the City's Live Local Act Development Standards (First Reading).

Request:

Approval of an ordinance amending Chapter 28 of the Land Development Code to revise existing Live Local Act development standards in Sections 205-11 through 205-16 and to update administrative site plan review procedures under Sections 200-60 and 200-61, consistent with Section 166.04151(7), Florida Statutes, as amended.

Background:

Section 166.04151(7), Florida Statutes (the "Live Local Act"), adopted in 2023 and amended by Senate Bill 1730 (2025), preempts certain local land development regulations and requires qualifying affordable or mixed-use residential developments to be approved administratively. The 2025 amendments expanded state preemptions related to allowable uses, density, height, floor area ratio (FAR), parking, and administrative review. Although the City previously adopted Live Local regulations, updates are necessary to align the Land Development Code with the amended statute, clarify enforceable standards, and establish a consistent administrative review and compliance framework.

Summary of Amendments

Live Local Development Regulations (Sections 205-11 through 205-16)

- Live Local developments are permitted in all zoning districts where commercial, industrial, or mixed-use development is allowed, including designated mixed-use districts, commercial and industrial districts, and the Port Everglades Development District. Applicability is limited to those portions of districts where such uses are otherwise permitted.
- At least 40 percent of residential units must be affordable for a minimum 30-year period, secured through a recorded covenant. The ordinance establishes monitoring requirements and daily monetary penalties for non-compliance.
- Mixed-use Live Local developments must allocate a minimum of 65 percent of total

square footage to residential use, and the City may not require more than 10 percent non-residential floor area, consistent with state law.

- Affordable and market-rate units must be proportionally distributed within buildings, constructed concurrently, share common entrances and amenities, and provide equivalent exterior and interior finishes.
- The ordinance codifies Live Local entitlements for density, height, and floor area ratio (FAR), including:
 - Maximum residential density based on the highest density allowed anywhere in the City where residential use is permitted (current or July 1, 2023);
 - Maximum building height based on the highest height allowed within one mile of the site or three stories, subject to statutory adjacency and historic structure limitations; and
 - A minimum FAR of 150 percent of the highest FAR permitted within the City where residential development is allowed

Bonus density, bonus height, variances, and special exceptions are excluded from these calculations.

- Statutory parking reductions are implemented, including:
 - A 15 percent parking reduction for developments within one-quarter mile of a transit stop or one-half mile of a major transportation hub; and
 - Elimination of minimum parking requirements for qualifying projects located within designated Transit-Oriented Development (TOD) areas.

All parking reductions are processed administratively.

- Live Local developments on industrially zoned property must separate residential and non-residential structures and provide buffering and setbacks to ensure compatibility, without reducing allowable density, height, or FAR.
- The ordinance incorporates the statutory option allowing residential or mixed-use affordable housing on commercial, industrial, or religious institution property where at least 10 percent of units are affordable, subject to objective development standards and without variances.
- Procedures are established for loss of Live Local status due to affordability non-compliance and for the treatment of developments upon expiration of affordability covenants.

Administrative Review Procedures (Sections 200-60 and 200-61)

- Live Local site plans are reviewed and approved administratively, rather than by the City Commission.
- Required pre-application review and standardized application and submission requirements are established.
- Development Review Committee (DRC) coordination and written staff review are formalized.
- The Community Development Director may approve, approve with conditions, or deny applications administratively, with written findings.
- Appeal procedures, modification standards, and site plan expiration provisions are established.
- Live Local approvals may not be conditioned on variances, special exceptions, waivers,

or legislative actions.

Staff Analysis

The Florida legislature enacted additional amendments to the Live Local regulations relating to allowable uses, density, height, floor area ration, administrative approval procedures and parking reductions for qualifying affordable and mixed-use residential developments. The proposed amendments are necessary to update the City's existing Live Local Act ordinance to ensure full compliance with the requirements of Florida Statutes and to provide clear administrative procedures for the review and approval of Live Local development applications.

Planning and Zoning Board Recommendation

On February 18, 2026, the Planning and Zoning Board will hear this item. The Board's recommendation will be presented at the City Commission meeting.

Budgetary Impact

None

Recommendation

Staff requests the City Commission approve the ordinance amending Chapter 28 of the Land Development Code to update Live Local Act development standards and administrative review procedures, ensuring consistency with state law as amended by Senate Bill 1730 (2025) on first reading.

ORDINANCE NO. 2026-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 28 “LAND DEVELOPMENT CODE”; PART 2, “SITE DEVELOPMENT REGULATIONS”; ARTICLE 205, TABULAR SUMMARY OF SITE DEVELOPMENT STANDARDS FOR ALL ZONING DISTRICTS”; TO CREATE SECTIONS 205-11 THROUGH 205-16, TO IMPLEMENT THE CITY’S LIVE LOCAL DEVELOPMENT STANDARDS PURSUANT TO SECTION 166.04151(7), FLORIDA STATUTES, AS AMENDED; AMENDING ARTICLE 200. – “USER GUIDE FOR PART 2 OF THE CODE”, TO CREATE SECTION 200-60 ENTITLED "SITE PLAN REVIEW PROCEDURES FOR APPLICATIONS PURSUANT TO SECTION 166.04151(7), FLORIDA STATUTES," TO PROVIDE FOR DEVELOPMENT REGULATIONS AND ADMINISTRATIVE REVIEW OF CERTAIN AFFORDABLE HOUSING PROJECTS PURSUANT TO STATE LAW; AND CREATING SECTION 200-61 ENTITLED "IMPLEMENTATION PROCEDURES FOR SITE PLANS UTILIZING “THE LIVE LOCAL ACT”; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida adopted Chapter 2023-17, Laws of Florida, effective July 1, 2023, known as the Live Local Act (the "Act"), which among other thing is designed to streamline and incentivize affordable housing within the State of Florida; and

WHEREAS, the Act preempts certain use, density, and height regulations and imposes various obligations, including the requirement for a municipality to permit mixed-use residential development as an allowable use in any area zoned for commercial, industrial, or mixed-use if at least forty percent (40%) of the residential units are affordable, as defined in Section 420.0004, Florida Statutes, for a period of at least thirty (30) years; and

WHEREAS, the Florida Legislature enacted additional amendments to Section 166.04151, Florida Statutes, through Senate Bill 1730 (2025), clarifying and expanding the preemption of local regulations relating to allowable uses, density, height, floor area ratio, administrative approval procedures, and parking reductions for qualifying affordable and mixed-use residential developments; and

WHEREAS, the City Commission finds it necessary to amend and update its existing Live Local Act ordinance to ensure full compliance with the requirements of Section 166.04151, Florida Statutes, as amended, and to provide clear administrative procedures for the review and approval of Live Local development applications; and

WHEREAS, the benefits afforded by the Act are only available to developments that provide certain threshold levels of affordable multi-family housing, which housing units are further required to remain affordable for at least thirty (30) years, but the Act is silent on issues related to compliance reporting, monitoring, and enforcement of the mandatory affordability requirements applicable to these developments; and

WHEREAS, the City Commission has determined that it is appropriate and in the public interest to provide that projects proposed under the Act on commercial or industrial zoned properties are subject to the development regulations provided in this ordinance; and

WHEREAS, qualifying Live Local mixed-use residential developments must include at least sixty-five percent (65%) of the total square footage as residential use, and further provides that a municipality may not require more than ten percent (10%) of the total square footage to be used for non-residential purposes; and

WHEREAS, the City is committed to providing a sustainable community for its residents and future generations, and ensuring an adequate tax base to support public services is an essential component of developing and maintaining such a sustainable community; and

WHEREAS, the City of Dania Beach may not require more than ten percent (10%) of the total square footage of a Live Local mixed-use development to be used for non-residential purposes; and

WHEREAS, the Act requires that an affordable housing project proposed under the Act must be administratively approved, without further action by the governing body, if the development satisfies the City's Land Development Regulations and is consistent with the City's Comprehensive Plan, with the exception of provisions establishing allowable densities, height, and land use (which are established in, and preempted by, the Act), and complies with all other applicable requirements of state and local law; and

WHEREAS, the Act provides that the City must consider the possibility of reducing parking requirements for projects developed under the Act if the project is located within one-half mile of a major transit stop, as defined in the City's Land Development Code, if the major transit stop is accessible from the development. The City does not currently have a definition of major transit stop and wishes to adopt one and provide related parking incentives; and

WHEREAS, the City Commission supports affordable housing and finds it necessary to revise the City Code in order to establish equitable regulations for the development of mixed-income mixed-use residential developments in order to implement the provisions of the Act; and

WHEREAS, the City is adopting the regulations contained within this ordinance to provide for implementation of the Act, which was effective as of July 1, 2023, and has determined it is appropriate for all for projects under the Act to be processed in accordance with the regulations contained within this ordinance, and to apply these regulations to any application or submission for an application under the Act; and

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

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

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

Section 2. That Chapter 28 entitled the “Land Development Code”, Part 2, “Site Development Regulations,” at Article 205, “Tabular Summary Of Site Development Standards For All Zoning Districts,” is amended as follows:

* * *

CHAPTER 28

LAND DEVELOPMENT CODE

* * *

PART 2, “SITE DEVELOPMENT REGULATIONS”

Article 205 Tabular Summary of Site Development Standards for all Zoning Districts.

* * *

Sec. 205-11. Mixed Use or Multifamily Developments Pursuant To Section 166.04151(7), Florida Statutes, Under The Live Local Act.

(a) Intent and Purpose.

The purpose of this section is to establish procedures and regulations for the development of multifamily or mixed use affordable housing developments pursuant to the provisions of Section 166.04151(7), Florida Statutes, as created by Chapter 2023-17, Laws of Florida, the "Live Local Act" (the "Act"), which development involves at least forty percent (40%) of units which must

qualify as affordable housing units, as defined in Section 420.0004, Florida Statutes, to accomplish the following purposes:

- (1) Protect and promote the public health, safety, and general welfare of the residents of the City;
- (2) Facilitate the orderly and efficient development of affordable multi-family housing in the City pursuant to the Act;
- (3) Specify the City zoning districts to which this section is applicable and within which Live Local developments proposed pursuant to the Act are authorized and may be approved administratively pursuant to the Act;
- (4) Confirm the Land Development Regulations applicable to proposed Live Local developments under the Act, including acknowledgment of the statutory mandates regarding use, height, and density;
- (5) Provide for a mixed-use Live Local development such that the City may approve a Live Local Development if at least 10 percent of the units included in the project are for housing that is affordable. Provide the minimum non-residential floor area for Live Local developments proposed under the Act in order to ensure a meaningful mixed-use development to support community sustainability and to reduce vehicle trips and vehicle miles traveled, whereby a mixed-use project must provide a minimum of 40 percent commercial on the ground floor; and
- (6) Establish an administrative approval process for Live Local developments under the Act.
- (7) Ensure Live Local development for mixed-use residential projects allocate at least 65 percent of the total square footage for residential purposes, without requiring more than 10 percent of the total square footage be used for nonresidential purposes. Live Local projects must contain at least 65 percent residential use multifamily, and at least with
- (8) 40 percent Live Local as affordable housing. Authorize multifamily and mixed use residential as allowable uses in any area zoned for commercial, industrial, or mixed use, and in portions of any flexibly zoned area such as a planned unit development permitted for commercial, industrial, or mixed use, if at least 40 percent of the residential units in a proposed multifamily development are rental units that, for a period of at least 30 years, are affordable.

(b) Applicability.

Applications for a Live Local development pursuant to this section must be deemed complete prior to October 1, 2033. No applications for Live Local developments shall be accepted after October 1, 2033 unless the legislature extends or reenacts Section 166.04151(7), Florida Statutes, and the City Commission extends these deadlines accordingly.

(c) Definitions.

Allowable density means the density prescribed for the property in accordance with this subsection without additional requirements to procure and transfer density units or development units from other properties.

Commercial use means activities associated with the sale, rental, or distribution of products or the performance of services related thereto. The term includes, but is not limited to, such uses or activities as retail sales; wholesale sales; rentals of equipment, goods, or products; offices; restaurants; public lodging establishments as described in s. 509.242(1)(a); food service vendors; sports arenas; theaters; tourist attractions; and other for-profit business activities. A parcel zoned to permit such uses by right without the requirement to obtain a variance or waiver is considered commercial use for the purposes of this section, irrespective of the local land development regulation's listed category or title. The term does not include home-based businesses or cottage food operations undertaken on residential property, public lodging establishments as described in s. 509.242(1)(c), or uses that are accessory, ancillary, incidental to the allowable uses, or allowed only on a temporary basis. Recreational uses, such as golf courses, tennis courts, swimming pools, and clubhouses, within an area designated for residential use are not commercial use, irrespective of how they are operated.

Industrial use means activities associated with the manufacture, assembly, processing, or storage of products or the performance of services related thereto. The term includes, but is not limited to, such uses or activities as automobile manufacturing or repair, boat manufacturing or repair, junk yards, meat packing facilities, citrus processing and packing facilities, produce processing and packing facilities, electrical generating plants, water treatment plants, sewage treatment plants, and solid waste disposal sites. A parcel zoned to permit such uses by right without the requirement to obtain a variance or waiver is considered industrial use for the purposes of this section, irrespective of the local land development regulation's listed category or title. The term does not include uses that are accessory, ancillary, incidental to the allowable uses, or allowed only on a temporary basis. Recreational uses, such as golf courses, tennis courts, swimming pools, and clubhouses, within an area designated for residential use are not industrial use, irrespective of how they are operated.

Major transportation hub means any transit station with collocation of more than one major mode of transit, defined as a combination of bus and train or light rail station; or where at least three bus routes with peak hour service intervals of 30 minutes or less, including one route of a regional nature, are located at the same facility with appropriate pull-ins or other bus bays at the station. Such major transportation hubs shall also offer a mix of other transportation options such as micromobility services, complete sidewalks, bicycle infrastructure, and rideshare access, along with shelter and shade for passengers to be deemed a major transportation hub.

Major transit stop shall mean a stop with at least 150 square feet of overhead shelter for commuter rail service or at least three bus rapid transit routes. For the purpose of this definition, commuter rail service and bus rapid transit routes provide average scheduled morning (7:00 A.M. to 9:00 A.M.) and evening (4:00 P.M. to 6:00 P.M.) peak hour service intervals of 30 minutes or less.

Mixed use means any use that combines multiple types of approved land uses from at least two of the residential use, commercial use, and industrial use categories. The term does not include uses that are accessory, ancillary, incidental to the allowable uses, or allowed only on a temporary basis. Recreational uses, such as golf courses, tennis courts, swimming pools, and clubhouses,

within an area designated for residential use are not mixed use, irrespective of how they are operated.

Transit-Oriented Development or Area Mixed-use development that combines a pedestrian-friendly environment with retail or entertainment ground floor uses and significant amounts of office space and housing, and located within one-quarter (¼) to one-half (½) mile side-walk route to a transit station. Specifically, a TOD provides continuous, shaded sidewalks with street furniture and minimal driveway interruptions, paseos where appropriate, and nearly continuous shop frontage. The City, for the purposes of Live Local Act, has not designated any area of the city as a transit-oriented development.

Planned Unit Development (PUD) means an area of land that is planned and developed as a single entity or in approved stages with uses and structures substantially related to the character of the entire development, or a self-contained development in which the subdivision and zoning controls are applied to the project as a whole rather than to individual lots.

Unified control means all land included for purpose of development within a Planned Unit Development (PUD) district shall be under the control of the applicant (an individual, partnership, or corporation, or group thereof of individuals, partnerships, or corporations). The applicant shall present satisfactory legal documents constituting to constitute evidence of the unified control, subject to approval of the entire area, which shall be approved by the City Attorney. Unified control shall only be required where a developer elects to utilize a Planned Unit Development zoning district. Unified control shall not be required as a condition to utilize the development rights, density, building height, floor area ratio, or land use allowances authorized.

Upon application for a PUD (if voluntarily elected) rezoning, the applicant shall agree as follows:

- (1) To proceed with the ~~Live Local~~ development according to the approved plans provisions of this division and the affordability requirements as established by state law and recorded covenant;
- (2) To provide agreements, contracts, covenants, deed restrictions, and sureties acceptable to the City for completion of the development according to the plans approved at the time of site plan approval and for continuing operations and maintenance of such areas, functions, and facilities, which are not proposed to be provided, operated, or maintained at public expense; and
- (3) To bind their successors in title to any commitments made under the above. All agreements and evidence of unified control shall be reviewed by the City Attorney and no site plan for a development shall be approved without verification by the City Attorney that such agreements and evidence of unified control meet the requirements of this section.

(d) *Zoning Districts permitting Live Local developments.*

Live Local developments shall be permitted in all zoning districts where commercial, industrial, or mixed-use development is allowed, bBased on the requirements of Florida law, ~~Live Local~~

~~developments shall be permitted in the following zoning districts:~~ The following districts are examples of districts in which Live Local developments may be permitted:

- (A) Neighborhood Mixed-Use (NBHD-MU)
- (B) South Federal Highway Mixed-Use (SFED-MU),
- (C) Gateway Mixed-Use (GTWY-MU),
- (D) East Dania Beach Boulevard Mixed-Use (EDBB-MU),
- (E) Planned Mixed-Use Development (PMUD), but only within portions of the PMUD that are permitted for commercial, industrial, or mixed-use development pursuant to the approved PMUD master plan,
- (F) Planned Small Lot Mixed-Use Development (PMUD-SL), subject to the same applicability described in (E) above,
- (G) General Commercial District (C-4),
- (H) General Industrial (IG),
- (I) Restricted Industrial (IR),
- (J) Industrial-Research-Office (IRO),
- (K) Industrial-Research-Office-Marine (IROM),
- (L) Industrial-Research-Office-Marine Airport Approach (IROM-AA), and
- (M) Industrial-Research-Office-Commercial (IROC)
- (N) Port Everglades Development District (PEDD)

Where a zoning district contains more than one subarea or regulating plan, Live Local Act development eligibility applies only to those portions of the district where commercial, industrial, or mixed-use development is permitted.

(e) Applicable development regulations.

- (1) ~~Unified development site lot.~~ A Live Local development may consist of one or more contiguous parcels under common ownership or control at the time of application. Unified control shall only be required to the extent necessary to ensure functional operation, access, and maintenance of shared spaces. Parcel aggregation may not be conditioned upon a rezoning, special exception, or variance. All land included for purposes of a Live Local development, including all residential and non-residential components shall be under unified control.

- (2) *Required residential use.*

a. *Equivalency of affordable dwelling units.*

1. Affordable dwelling units and market rate units shall be located within the same structure or shall be proportionately distributed between multiple structures, if such are proposed, such that every development structure contains both (at least 40% affordable) and market rate units in equal proportions; in no event shall a Live Local development structure consist entirely of market rate units.
2. All common areas and amenities within a Live Local development shall be accessible and available to all residents (both affordable and market rate units).
3. Access to the required affordable dwelling units shall be provided through the same principal entrance(s) utilized by all other dwelling units in the development, provided that for townhouse-style affordable dwelling units, each unit shall have its own entrance.
4. The sizes and number of bedrooms in the affordable dwelling units shall be proportional to the sizes and number of bedrooms in the market rate units (e.g., for number of bedrooms, if twenty-five percent (25%) of the market rate units consist of two (2) bedrooms, then twenty-five percent (25%) of the affordable units shall also have two (2) bedrooms, etc., maintaining a proportional distribution across unit types ~~and within each structure~~).
5. Affordable dwelling units shall be developed simultaneously with, or prior to, the development of the market rate units.
6. If the development is phased, the phasing plan shall provide for the construction of affordable units proportionately and concurrently with the market rate units.
7. The exterior appearance of affordable units shall be the same as the market rate units and shall provide exterior building materials and finishings of the same type and quality.
8. The interior building materials and finishes of the affordable units shall be the same type and quality as the market rate units, including but not limited to all electrical and plumbing fixtures, flooring, cabinetry, counter tops, and decorative finishes.

b. *Affordability commitment.*

1. Pursuant to Section 166.04151(7), Florida Statutes, at least forty percent '40%) of the multi-family residential units shall remain affordable, as defined in Section 420.0004, Florida Statutes, for a period of at least thirty (30) years. The property owner shall execute and deliver to the City for recordation in the public records, on a form approved by the City Attorney, a covenant, declaration of restriction, or

other deed restriction in favor of the City ensuring compliance with this affordability requirement.

2. Any violation of the affordability requirement shall result in a monetary penalty to be deposited into the general fund. Such monetary penalty shall be assessed as a daily fine of two hundred fifty dollars (\$250.00) per day per violation until proof of compliance has been provided to the City. The monetary penalty shall not be subject to mitigation or otherwise modified by any board, including but not limited to the Code Enforcement Special Magistrate. This provision is in addition to any other enforcement action pursuant to code or agreement.

(3) Allocation of shared space in multifamily Live Local projects.

- a. Lobby, service areas, and amenity areas exclusively serving the residential uses of a Live Local development shall be considered residential square footage use.
- b. Common ground floor lobby, service areas, and amenity areas within a structure housing both residential and non-residential uses shall be proportionately allocated to the residential and non-residential square footage requirements.

(4) Site design.

- a. Live Local developments located on land zoned commercial or mixed use must locate all development, residential and non-residential uses on the same (or unified) plot.
- b. Live Local developments located on land zoned industrial must locate all nonresidential uses in a structure separate from any residential uses. Structures used for industrial purposes need to be buffered and setback from the residential structures in the same manner, applying setbacks, landscape buffers, and other applicable regulations as if the residential structures were on a separate site, to ensure compatibility between residential and industrial uses; provided, however, that such separation and buffering requirements shall not be applied in a manner that reduces the allowable density, height, or floor area ratio permitted.

(5) Development standards.

- a. The following standards are applicable to all Live Local developments regardless of the zoning district they are located in:

1. Maximum density and height

- (i) With respect to the residential component of a Live Local development, the maximum density shall be the greater of the highest currently allowed or allowed on July 1, 2023, density on any land in the City where residential development is allowed under the City's land development regulations by right, whichever is least restrictive, excluding any density granted through bonuses, variances, or special exceptions without incorporation of any bonus (incentive) density.
- (ii) The maximum height shall be the greater of the highest currently allowed or allowed on July 1, 2023, for a commercial or residential development within the City and within one (1) mile of the proposed development, or three (3) stories, whichever is higher, excluding any height granted through bonuses, variances, or special exceptions. The height provisions above are subject to the adjacency and historic structure limitations.
- (iii) The minimum permissible floor area ratio for a Live Local development shall be no less than one hundred fifty percent (150%) of the highest floor area ratio currently allowed or allowed on July 1, 2023, for any property within the municipality where residential development is permitted, whichever is less restrictive. Any floor area ratio provided through bonus, variance, or special exception programs shall not be included in this calculation.
- (iv) If the proposed development is adjacent to, on two or more sides, a parcel zoned for single-family residential use that is within a single-family residential development with at least 25 contiguous single-family homes, the municipality may restrict the height of the proposed development to 150 percent of the tallest building on any property adjacent to the proposed development, the greater of the highest currently allowed or which was allowed on July 1, 2023, height for the property provided in the municipality's land development regulations, or 3 stories, whichever is higher, not to exceed 10 stories. For the purposes of this paragraph, the term "adjacent to" means those properties sharing more than one point of a property line, but does not include properties separated by a public road or body of water, including manmade lakes or ponds.
- (v) If the proposed development is on a parcel with a contributing structure or building within a historic district which was listed in the National Register of Historic Places before January 1, 2000, or is on a parcel with a structure or building individually listed in the National Register of Historic Places, the maximum building height may not exceed the highest currently allowed, or allowed on July 1, 2023, height for a commercial or residential building located within three-fourths of a mile of the proposed development, or 3 stories, whichever is higher.

The City shall administratively require the proposed development to comply with local regulations relating to architectural design, such as facade replication, provided it does not affect height, floor area ratio, or density of the proposed development.

(vi) For mixed-use residential projects, at least 65 percent of the total square footage must be used for residential purposes. The City shall not require that more than 10 percent of the total square footage of such mixed-use residential projects be used for nonresidential purposes.

2. Minimum air-conditioned dwelling unit size consistent with Section 230-40 of the Land Development Code:

(i) Efficiency: Five hundred (500) square feet;

(ii) One (1) bedroom: Seven hundred and fifty (750) square feet;

(iii) Two (2) bedrooms: nine hundred (900) square feet;

(iv) Three (3) or more bedrooms: One thousand one hundred fifty (1,150) square feet for the first three (3) bedrooms, plus one hundred fifty (150) square feet for each additional bedroom/den.

3. All other applicable land development code development standards shall apply unless specifically regulated in this section.

(6) Parking requirements.

a. Upon request of the applicant, required parking for a Live Local development shall be reduced by fifteen percent (15%) if the development is located within one-quarter (1/4) mile of a transit stop and the transit stop is accessible from the development.

b. Upon request of the applicant, required parking for a Live Local development shall be reduced by at fifteen percent (15%) if the development is located within one-half (1/2) mile of a major transportation hub that is accessible from the development by safe, pedestrian-friendly means, or if parking available for use by residents is located within six hundred (600) feet of the development. The City shall not require that available parking be used to offset the required reduction.

c. Required parking shall be eliminated for a Live Local development located within an area designated by the City as a transit-oriented development (TOD) area. To qualify for this reduction, the proposed development which is located within a transit-oriented development or area must be mixed-use residential and otherwise comply with requirements of the City's regulations applicable to the transit-oriented development or area except for use, height, density, floor area ratio, and parking.

d. All parking reductions under this subsection shall be processed administratively and shall not require approval of the City Commission or any board.

(7) Optional Approvals for Affordable Housing under the Live Local Act.

a. Notwithstanding any other law or local ordinance or regulation to the contrary, the City may elect to approve the development of housing that is affordable, as defined in F.S. 420.0004, including, but not limited to, a mixed use residential development, on any parcel zoned for commercial or industrial use, or on any parcel, including any contiguous parcel connected thereto, which is owned by a religious institution as defined in s. 170.201(2) which contains a house of public worship, regardless of underlying zoning, so long as at least 10 percent of the units included in the project are for housing that is affordable.

b. Such election shall be made at the sole discretion of the property owner. No property shall be deemed eligible under this subsection unless the owner affirmatively applies for development under the Live Local Act and provides all appropriate affidavits and guarantees related to the 10% affordable housing requirement. Approvals requested under this section must be heard in a duly noticed public hearing and approved by a majority vote of the City Commission.

c. This provision shall only apply to residential, and mixed uses which include residential as a component of the mixed-use. The proposed development shall be subject to the same development regulations as the zoning district in which it is located, with the exception of parking, landscaping, façade, minimum unit sizes, and other regulations as provided by the city which are specifically applicable only to residential-type developments.

d. The City shall require the proposed development to comply with local regulations relating to architectural design, such as facade replication, to provide for development consistent with quality housing and neighborhood compatibility.

e. The City shall require parking as prescribed in Article 265.

f. The City shall require landscaping as prescribed in Article 275.

g. Minimum air-conditioned dwelling unit size consistent with Section 230-40 of the Land Development Code:

(i) Efficiency: Five hundred (500) square feet;

(ii) One (1) bedroom: Seven hundred and fifty (750) square feet;

(iii) Two (2) bedrooms: nine hundred (900) square feet;

(iv) Three (3) or more bedrooms: One thousand one hundred fifty (1,150) square feet for the first three (3) bedrooms, plus one hundred fifty (150) square feet for each additional bedroom/den.

g. All other applicable land development code development standards shall apply unless specifically regulated in this subsection. Non-adherence to any set standard in this subsection shall be grounds for denial of an application under this subsection.

h. Proximity to uses that are incompatible with residential uses, including, but not limited to, public safety considerations and industrial hazards shall be grounds for denial of an application under this subsection.

i. No variance to this subsection shall be provided.

Sec. 205-12 *Development Regulations.* Qualifying development shall comply with the development regulations provided in the following development regulation table.

(a) Properties zoned South Federal Highway Mixed-Use, Gateway Mixed-Use, or East Dania Beach Boulevard Mixed-Use are to following the development regulations identified for each zoning district provided in Article 300 unless superseded by Section 205-11.

(b) Properties zoned Planned Mixed-Use Development, Planned Mixed Use Development – Small Lot, General Commercial, General Industrial, Industrial Restricted, Industrial Research Office, Industrial Research Office Marine, or Industrial Research Office Marine – Airport Approach are to follow the development regulations and design standards identified in Section 205-13, of the LDR unless superseded by Section 205-11.

(c) Properties zoned Port Everglades Development District (PEDD) are to follow the development regulations and design standards identified in Section 115-30 unless superseded by Section 205-11.

Sec. 205-13 *Development Regulations table for Planned Mixed-Use Development, Planned Mixed Use Development – Small Lot, General Commercial, General Industrial, Industrial Restricted, Industrial Research Office, Industrial Research Office Marine, or Industrial Research Office Marine – Airport Approach*

The development regulations in this table shall not be applied to reduce the allowable density, height, or floor area ratio permitted.

DEVELOPMENT REGULATIONS <i>Planned Mixed-Use Development, Planned Mixed Use Development – Small Lot, General Commercial, General Industrial, Industrial Restricted, Industrial Research Office, Industrial Research Office Marine, or Industrial Research Office Marine – Airport Approach</i>	
Required setbacks and yards:	
Minimum front yard setback	25'

Minimum rear yard setback	30'
Minimum street side setback	25'
Minimum interior side setback	15'
Minimum lot width	100'
Minimum lot depth	100'
Minimum building separation	100'
Parking space requirements	Per Article 265, <u>except that parking shall be reduced or eliminated where required under Sec 205-11 (e) (6)</u>
Landscape requirements	Per Article 276
Pervious area requirements	Per Section 215-130, <u>except where the maximum lot coverage requirement would exceed 150 percent of the greater of the highest currently allowed, or allowed on July 1, 2023, then this 150 percent shall serve as the maximum lot coverage.</u>

Sec. 205-14 Additional design standards for properties fronting Griffin Road, Stirling Road, Sheridan Street, Bryan Road and Anglers Avenue/Ravenswood Road.

(a) The following design standards are applicable to any property having frontage on any of the following roadways within the City of Dania Beach:

1. Griffin Road
2. Stirling Road
3. Sheridan Street
4. Bryan Road
5. Anglers Avenue (Ravenswood Road)

(b) Purpose. The purpose of the standards in this article is to promote design, which is architecturally compatible with the surrounding area and the design goals of the City of Dania Beach. The design standards in this section shall not be applied to establish or effectively reduce allowable height, density, or floor area ratio for a Live Local development.

(c) Intent. The standards in this article are intended to discourage generic suburban development types that bear little relation to the historic development pattern of Dania Beach.

(d) City Commission Approval. Live Local Act developments shall be reviewed and approved administratively in accordance with state statutes, and shall not require legislative or quasi-judicial action by the City Commission or the Local Planning Agency if the development satisfies the City's land development regulations for multifamily developments in areas zoned for such use and is otherwise consistent with the comprehensive plan, with the exception of provisions establishing allowable densities, floor area ratios, height, and land use. The City Commission may not approve exceptions to this article as conditions to a site plan approval, waivers, or modifications to Live

Local standards. If a proposed development cannot meet the requirements of the Live Local Act or this article without discretionary relief, the applicant must withdraw the Live Local Act request and submit a standard development application, variance request, or other applicable procedure under the City's Land Development Code. upon making the following findings:

- ~~1. There are circumstances peculiar to the site or the intended use that makes compliance with a particular requirement of this article impracticable; and~~
- ~~2. The applicant has offered significant enhancements to other pertinent aspects of the site that the City Commission determines will offset any negative impacts that an exception to these standards might otherwise create.~~

(e) Appearance.

1. All structures on a site shall create a unified architectural theme.
2. All building façades shall be articulated through the use of a coherent and clear architectural design that incorporates rhythms in form and construction details. Buildings shall be designed to incorporate rhythms in form and construction details.
3. Buildings facing a public street or interior courtyard space shall be architecturally emphasized through entrance treatment, fenestration, and building details. Buildings with more than one (1) façade facing a public street shall provide treatment for each façade.
4. Roof and exterior wall surfaces, with the exception of glass areas, shall be nonreflective. Opaque surfaces and reflective or mirrored type glazing at ground level visible from the sidewalk is prohibited.
5. The use of flat steel or metal panels for the exterior walls is prohibited.
6. The rear and sides of buildings shall be finished with material that in texture and color resembles the front of the building.
7. Glass windows and doors must make up at least thirty-five (35) percent of the primary elevation and fifteen (15) percent of the secondary elevation, except where additional fenestration is required in the CRA form-based zoning districts. On ground stories, the minimum required glass façade area shall be measured between a height of two and one-half (2.5) feet and eight (8) feet above the abutting grade. The windows shall not be covered or opaque. Display is permitted provided there is functional cross-vision between the inside and outside of the store. Display windows should be accented with awnings or other architectural features.
8. The coloration of all buildings shall be nature blending with a maximum of three (3) colors exclusive of roof. The use of "earth tone" or light pastel colors is encouraged. Semitransparent stains are recommended for application on natural wood finishes.
9. Canopies, if utilized, shall provide a minimum clearance of fourteen (14) feet in height for areas accommodating vehicles and a minimum clearance of ten (10) feet in height for non-

vehicular areas, and shall be consistent with the main building design. The canopy columns shall be architecturally finished to match the building.

10. Heating, ventilation and air conditioning equipment, duct work, air compressors, other fixed operating machinery shall be either screened from view or located so that such items are not visible from the designated arterial, adjacent residential properties or intersecting streets.

11. No temporary structures shall be permitted, except those allowed in article 675, "Temporary Uses" and associated signage. Office-type mobile units when used as temporary facilities shall be screened from view from the designated arterial and equipped with rigid skirting on all sides. Any towing gear shall be removed, and if not removable, shall be screened from the designated arterial.

12. A minimum distance of eight (8) feet shall be maintained between the front of any building, including any walkway immediately adjacent thereto, and the parking area. This space is to be reserved for landscaping, either existing or planned, and is required to have a minimum three-foot-wide strip for plant material. No such space is required at the sides or rear of the building unless there is an adjoining residential use. This requirement is not applicable within the CRA form-based zoning districts.

13. Windows and doors visible from any listed arterial street shall not be obstructed by security bars or similar devices.

14. Windows and doors visible from any listed arterial street shall not be obstructed by storm or security shutters or panels, except as provided in chapter 8, section 8-186 of the Code of Ordinances (Storm shutter placement).

15. Commercial development must comply with article 275, "Landscaping Requirements", provided that the street tree requirements shall be altered to require palm clusters on the ends of landscape buffers. The palm clusters shall consist of three (3) palms with a minimum height of thirteen (13) feet.

16. Where hedges are utilized and adequate space exists, a tiered effect is required.

17. Landscaped areas shall be surrounded with a six-inch raised concrete curb. Grade within areas to be landscaped shall be raised to curb height.

18. Chain link, barbed wire and similar fencing along a designated arterial are prohibited. Where such fencing can be viewed from a designated arterial, landscaping, berming, or both shall be provided to minimize visibility from the designated arterial.

19. Perimeter walls, if utilized, shall be architecturally compatible with the principal structure.

20. The design of buildings and parking facilities shall take advantage of the natural features and topography of the project site, where appropriate.

21. Existing specimen trees shall, to the greatest extent possible, be preserved or relocated on site and integrated into the landscape plan.

22. Roads, pedestrian walks and open spaces shall be designed as integral parts of an overall site design.

23. Parking areas shall be landscaped and screened from public view to mitigate their visual impact.

24. Parking areas shall be designed with careful regard to orderly arrangement, landscaping, and ease of access, and shall be developed as an integral part of an overall site design.

25. The site development plan shall be designed to be compatible with existing and conforming development, and proposed development in the area surrounding the project site.

(b) Multifamily/Mixed Use Option. A multifamily use is permitted subject to the development standards of the development regulations identified above (lot and yard requirements) and the following additional requirements for mixed-use developments:

- (1) The development may include commercial uses on the ground floor of the development such that the development is a mixed-use development as provided by the City of Dania Beach Comprehensive Plan. The following commercial uses shall be permitted:
 - i. Athletic clubs/studios;
 - ii. Banks and financial institutions with no drive-throughs;
 - iii. Bakeries;
 - iv. Delicatessens;
 - v. Copy shop;
 - vi. Day care centers;
 - vii. Dry-cleaning establishments (no cleaning on premises);
 - viii. Fast food restaurant with no drive-throughs;
 - ix. Retail establishments;
 - x. Office (business, professional and medical);
 - xi. Personal service establishments;
 - xii. Restaurants;
 - xiii. Retail pharmacy; and
 - xiv. Retail stores and those uses which are customarily accessory and clearly incidental to the principal permitted use, excluding smoke shops, cannabidiol (CDB) sales, and discount retail.

- (2) The mixed-use development shall be located abutting an arterial roadway and shall occupy the majority of the ground floor building area (excluding parking garages).

Sec. 205-15 *Regulatory Compliance.*

- (a) In addition to the provisions set forth above, Live Local developments shall comply with all other Land Development Regulations applicable to multi-family developments.
- (b) All aspects of the Live Local development shall be consistent with the City's Comprehensive Plan, with the exception of provisions establishing allowable use, height, and density.
- (c) The City shall not impose a development moratorium, processing delay, or suspension of permitting that would prevent or postpone a Live Local development, except as expressly permitted under state law relating to water, sewer, stormwater capacity, and only for the duration permitted by state law
- (d) *Compliance with applicable laws and regulations.* In addition to the provisions set forth herein, Live Local developments shall comply with all other applicable state and local laws and regulations.

205-16 *Expiration or Loss of Live Local Development Status.*

- (a) *Loss for failure to meet affordability requirements.*
- (1) An approved project which fails to maintain the required number of affordable dwelling units and does not comply with the affordable housing requirements of this section after notice and ninety (90) days to cure, shall be considered non-conforming as to all portions of the development that do not comply with use and development regulations applicable based on the assigned zoning designation.
- (b) *Expiration of covenant.* A Live Local development, for which a covenant guaranteeing affordable housing has expired, shall be considered:
- (1) A legal conforming use, so long as the development maintains the same levels and standards of affordable housing.
- (2) A legal non-conforming use, if the number of required affordable dwelling units originally required under the covenant are not maintained as affordable. And shall be subject to the City's nonconforming code provisions.

Section 3. That Chapter 28 entitled the "Land Development Code", Part 2, "Site Development Regulations", Article 200, "User Guide For Part 2 Of The Code" is amended as follows:

* * *

CHAPTER 28

LAND DEVELOPMENT CODE

* * *

PART 2, "SITE DEVELOPMENT REGULATIONS"

ARTICLE 200. - USER GUIDE FOR PART 2 OF THE CODE

* * *

200-60 Live Local Site Plan Approval required.

(a) Construction, except as provided for Live Local buildings or improvement on any site may commence only following approval of a site plan by the City Commission. All construction and improvements shall conform to such approved site plan per Article 635 of the LDR.

(b) Live Local development projects developed pursuant to Section 166.04151(7), Florida Statutes, shall be processed administratively under Section 200-61, Site Plan Review Procedures for Applications Pursuant to Section 166.04151(7), Florida Statutes.

Sec. 200-61 Site Plan Review Procedures For Applications Pursuant To Section 166.04151(7), Florida Statutes.

(a) *Preplan review.* The applicant shall review the proposed site plan with the Community Development Director, or designee, to confirm general compliance with the requirements of Section 205-11, "Development pursuant to Section 166.04151(7), Florida Statutes, under the Live Local Act," the land use designation, zoning and application provisions of the City code and Section 166.04151(7), Florida Statutes, as amended from time to time.

(b) *Filing.*

(1) *Application.* The applicant shall submit the proposed site plan to the Community Development Director, or designee. The application shall include:

- a. All information shall be submitted pursuant to the City's site plan application requirements and application form as identified in Article 635, of the LDR.
- b. An Affidavit of Commitment. The applicant must file an Affidavit of Commitment, in a form provided by the City, to record a covenant detailing the affordable housing restrictions (and to comply with the monitoring and compliance requirements of the City). The covenant will detail income mix and required affordability, with a release provision ensuring that the covenant is in place for thirty (30) years from temporary certificate of occupancy (TCO) or certificate of occupancy (CO) and may only be released earlier by bringing the project into full compliance with all zoning and land use provisions applicable to the site at the time of the release. The City will provide

the form covenant and monitoring and compliance forms upon submittal of the application.

- c. Legal documents demonstrating unified control of the proposed development site and providing for maintenance and cross-access as applicable.
- d. A specific purpose survey demonstrating the one (1) mile distance for the proposed height determination (unless the comparator site is so obviously close to render this unnecessary) with a brief analysis of the comparator site. Such documentation is for verification only and shall not limit or reduce the allowable height or density entitlement.

eg. A brief analysis of the comparator site for the proposed density determination.

fh. Easily visible notes on the site plan legend or data sheet, indicating the project is a Live Local Act, Section 166.04151(7), Florida Statutes, project.

gi. A table, or tables, indicating the ratio of residential and non-residential square footage and affordable and market rate residential units.

h. Applicants requesting a parking reduction must provide the appropriate information detailing the location and distance from the development to the transit stop, or major transportation hub as applicable, as well as all associated facilities that provide continuous access between the entrance of the development and the transit stop or major transportation hub.

- (2) *Fees.* The Community Development Director, or designee, will compute the required filing and review fees. Such fees are due upon the date of submittal and are established in accordance with the City's adopted fee schedule(pursuant to Section 605-40 and 685-10), including, but not limited to any applicable impact fees and cost recovery charges. The applicant shall also digitally submit copies of a proposed preliminary engineering plan for the site. The filing fees are as follows:

Site Plan \$14,120.00

Site Plan Modification \$11,700.00

(c) Review and recommendation by the Development Review Committee.

- (1) Development Review Committee members and departments responsible for development application review shall submit written recommendations to the Director of Community Development, or designee, according to a review schedule. Fees are to be approved by the City Commission, via resolution, as may amended from time to time.
- (2) The applicant will be notified in writing of comments concerning the site plan submission. Revisions, additions, or corrections will be reviewed together by the Community Development Director, or designee, the Development Review Committee,

and the applicant. Required revisions and any other information required by the director of Community Development Director, or designee, and the Development Review Committee shall be resubmitted by the applicant within thirty (30) days of the review. Failure of any applicant to submit information or revised plans as required above shall result in cancellation of the application unless an extension is agreed to by the applicant and the Director of Community Development, or designee. The applicant may also submit a waiver on a form provided by the City. Further, the applicant will be required to resubmit an application, including review fees according to the fee schedule adopted by the City Commission. Applicants may withdraw an application at any time.

(3) Any fees collected in conjunction with development review are nonrefundable.

(d) *Administrative review.*

(1) The Community Development Director, or designee, shall review the Development Review Committee comments, applicant responses, and final proposed plans and facade renderings, and based on compliance with the City's Land Development Regulations, comprehensive plan, and applicable state laws, shall approve, approve with conditions, or deny the final site plan and issue a written development order, including findings supporting the decision. The decision of the Community Development Director, or designee, shall be final and shall not require review or approval by the City Commission or any other quasi-judicial or administrative board. The decision of the Community Development Director, or designee, may be appealed to the City Commission pursuant to Section 615-30, "Administrative Appeals."

(2) If the proposed project does not meet applicable land development regulations other than use, height, or density standards, the applicant may elect to withdraw the Live Local Act request and proceed under the City's standard development review procedures. Live Local Act projects may not be conditioned upon, nor require, variances, special exceptions, waivers, conditional uses, participation in a transfer of development rights (TDR) program, or amendments to an adopted Development of Regional Impact (DRI) development order, municipal charter, or similar governing document. Projects must be reviewed for compliance consistent with the statutory criteria and without additional local prerequisites beyond those expressly authorized by state law. If the proposed project does not meet the City's Land Development Regulations, excepting use, height, or density as preempted by state law, the applicant may apply for a variance or other procedure and shall follow those procedures as provided in the code, including review by the Development Review Committee, Planning and Zoning Board, and City Commission.

(e) *Modifications to approved site plan.* Modifications to a site plan approved under this section may be permitted by the administrative approval of the Director of Community Development, or designee. Proposed modifications shall be reviewed by the Development Review Committee, as provided in subsection 635-80 above if the Community Development Director, or designee, determines the modification, complies with the criteria identified in Section 635-80(b) of the LDR.

(f) *Expiration or extension of site plan approval.* A site plan approval or extension shall comply with Section 645-100 of the LDR. However, upon expiration of a project under this section, the property will be governed by the entitlements allowed under the property's zoning without the benefit of the preemptive provisions of Section 166.04151(7), Florida Statutes.

(g) *Denial.* If a Live Local application is denied due to failure to satisfy applicable objective standards, the applicant may resubmit at any time once the deficiency is corrected. Denial of an application shall preclude the applicant from refiling the same application for one year from the date of denial consistent with Section 649-60 of the Land Development Code.

(h) *Demolition.* The city must administratively approve the demolition of an existing structure associated with a proposed development under this subsection, without further action by the board of county commissioners or any quasi-judicial or administrative board or reviewing body, if the proposed demolition otherwise complies with all state and local regulations.

* * *

Section 4. That if any section, clause, sentence, or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 5. That it is the intention of the Mayor and City Commission of the City of Dania Beach, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of the City of Dania Beach, Florida and codified by Municode. The sections of this ordinance may be renumbered or re-lettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

Section 6. That all ordinances or part of ordinances in conflict with the provisions of the Ordinance are repealed.

Section 7. That this ordinance shall take effect 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: _____

Date Rec'd: 10/14/25

Petition No.: TX-043-25

(SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)

THIS APPLICATION WILL NOT BE ACCEPTED UNTIL IT IS COMPLETE AND SUBMITTED WITH ALL NECESSARY DOCUMENTS. Refer to the application type at the top of this form and "Required Documentation" checklist to determine the supplemental documents required with each application. For after the fact applications, the responsible contractor of record shall be present at the board hearing. Failure to attend may impact the disposition of the application. The applicant or their authorized legal agent must be present at all meetings. All projects must also obtain a building permit from the City Building Division.

The City's DRC process requires a hard copy of the application and application fee payment to be submitted to City Planning staff BEFORE electronic submittal will be accepted for processing. Applications will only be accepted on the submittal date identified on the annual DRC Meeting Deadline schedule. The application must identify the number of proposed residential dwelling units and/or the square footage of commercial/industrial use, as applicable. Once the application and fee are received a file number will be issued which must be used to identify the project when submitting electronically. Once the file number is issued, the applicant has 24 hours to load the plans electronically. Failure to submit within 24 hours will require the application to begin again the following month.

Location Address: 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 amendments to the Live Local requirements
*Please provide proposed **Plat Name** & **Criteria Statement** as required by the City's **Land Development Code**.*

Prop. Net Acreage: _____ Gross Acreage: _____ Prop. Square Footage: _____

Existing Use: _____ Proposed Use: _____

Is property owned individually, by a corporation, association, or a joint venture? _____

AUTHORIZED REPRESENTATIVE

I/we are fully aware of the request being made to the City of Dania Beach. If I/We are unable to be present, I/we hereby authorize _____ (individual/firm) to represent me/us in all matters related to this application. I/we hereby acknowledge that the applicable fee was established to offset administrative costs and is not refundable.

I/we are fully aware that all approvals automatically expire within 12 months of City of Dania Beach Planning and Zoning Board or City Commission approval, or pursuant to the expiration timeframe listed in Part 6 of the Dania Beach Land Development Code.

STATE OF FLORIDA
COUNTY OF BROWARD
The foregoing instrument
Was acknowledged

By: [Signature]
(Owner / Agent signature*)

BEFORE ME THIS 14th DAY OF October, 2025

By:

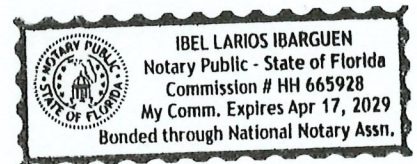
Eleanor Norona

(Print name of person acknowledging)

(Joint owner signature if applicable)

Notary [Signature]

(Signature of Notary Public – State of Florida.)



Personally known X or Produced Identification X

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.***

SunSentinel

MEDIA GROUP

Sold To:

City of Dania Beach- City Clerk's Office - 105628
100 W. Dania Beach Blvd
Dania Beach, FL 33004-3699

Bill To:

City of Dania Beach- City Clerk's Office - 105628
100 W. Dania Beach Blvd
Dania Beach, FL 33004-3699

Published Daily

Fort Lauderdale, Broward County, Florida
Boca Raton, Palm Beach County, Florida
Miami, Miami-Dade County, Florida

State Of Florida

County Of Orange

Before the undersigned authority personally appeared Rose Williams, who on oath says that he or she is a duly authorized representative of the SUN- SENTINEL, a DAILY newspaper published in BROWARD/PALM BEACH/MIAMI-DADE County, Florida; that the attached copy of advertisement, being a Legal Notice in:

The matter of TX-043-25 Live Local Text Amend - Ad

Was published in said newspaper by print in the issues of, and by publication on the newspaper's website, if authorized on 9 Feb 2026

Affiant further says that the newspaper complies with all legal requirements for publication in Chapter 50, Florida Statutes.

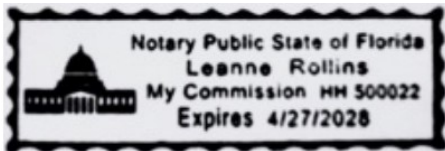


Signature of Affiant

Sworn to and subscribed before me this: 9 Feb 2026.



Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped

Personally Known (X) or Produced Identification ()

24973

**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 24, 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-043-25: Adoption of amendments to the City's Live Local Act Development Standards. (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 "LAND DEVELOPMENT CODE"; PART 2, "SITE DEVELOPMENT REGULATIONS"; ARTICLE 205, TABULAR SUMMARY OF SITE DEVELOPMENT STANDARDS FOR ALL ZONING DISTRICTS"; TO CREATE SECTIONS 205-11 THROUGH 205-16, TO IMPLEMENT THE CITY'S LIVE LOCAL DEVELOPMENT STANDARDS PURSUANT TO SECTION 166.04151(7), FLORIDA STATUTES, AS AMENDED; AMENDING ARTICLE 200. – "USER GUIDE FOR PART 2 OF THE CODE", TO CREATE SECTION 200-60 ENTITLED "SITE PLAN REVIEW PROCEDURES FOR APPLICATIONS PURSUANT TO SECTION 166.04151(7), FLORIDA STATUTES," TO PROVIDE FOR DEVELOPMENT REGULATIONS AND ADMINISTRATIVE REVIEW OF CERTAIN AFFORDABLE HOUSING PROJECTS PURSUANT TO STATE LAW; AND CREATING SECTION 200-61 ENTITLED "IMPLEMENTATION PROCEDURES FOR SITE PLANS UTILIZING "THE LIVE LOCAL ACT"; 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 be 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 allow the adoption of amendments to the City's Live Local Act Development Standards.
Hearing Date & Time: February 24, 2026 at 7:00 PM
Hearing Location: City Commission Chambers, Dania Beach City Hall, 100 West Dania Beach Blvd
Contact Information: Corinne Lajoie, MURP, AICP, Deputy Director, 954-924-6805 Ext. 3704
2/9/2026 24973

24973



City of Dania Beach City Clerk Memorandum

DATE: 2/24/2026

TO: Mayor and Commissioners

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

VIA: Elora Riera, MMC, City Clerk

SUBJECT: Request for Approval of an Interlocal Agreement with Broward County and CivicPlus, LLC for Online Publication of Legal Notices

Request:

The City Clerk's Office is seeking approval of an Interlocal Agreement with Broward County to use their designated website and an order under the website contract with CivicPlus, LLC to use the website services for the online publication of legal advertisements and notices.

Background:

The Office of the City Clerk remains committed to the use and implementation of technology and certain platforms to improve government efficiency, to make government more accessible and user-friendly, and whenever possible, reduce the demands on our resources. This proposed initiative is aligned with our unanimously approved strategic master plan that has a priority to be financially sound.

During the 2022 legislative session, House Bill 7049 (HB7049) was signed into law. This bill allows local governmental agencies to publish legal notices on a publicly accessible website designated by the County instead of in print newspaper under certain circumstances. The County has designated CivicPlus, LLC as the County's "Publicly Accessible Website". CivicPlus is well known within our City for hosting our online code (MuniCode) and meeting agendas (CivicClerk) as well as for many other programs within other departments of the City.

During the 2024 General Election, a ballot question was presented to the residents which asked if the Charter should be amended to authorize notices be published consistent with state law which passed by 81.79% (8,096 voting yes).

There are many reasons why this is a positive direction to move in for the City, internally and for our residents. Access and use of this website for the City will result in tremendous cost savings for the City versus publishing legal notices in a newspaper.

This platform will be automated onto our City website and accessible to anyone to view all legal advertisements and notices from all departments. Each department may designate a user to upload their advertisements/notices onto the platform. The platform provides an affidavit for publication once an advertisement/notice has been posted and published.

Residents will be able to sign up to receive notifications of any notices published (or only certain ones they would prefer). Newspapers are viewed (for those who still receive them) once while they're in their hands and then they're thrown away. This webpage and the notices will remain live on our website forever (until the retention has been met).

Everyone will be able to access these notices rather than just those who pay to receive a newspaper. They will not need to purchase a newspaper or online newspaper subscription to view our notices, and the notices can be sent directly to them via email if they would like to sign up to be notified.

Should a department choose to continue using newspaper advertising, they may do so in conjunction with this platform. For example, due to strict advertising requirements and to ensure full compliance with all applicable guidelines, the City Clerk's Office will publish budget advertisements both on this platform and in the Sun Sentinel.

The City Clerk's Office, in collaboration with the Marketing Department, will implement this initiative over a three to six-month rollout period to ensure transparency and effective communication. Information will be disseminated through postings on all social media platforms, notices in the Sun Sentinel to inform the public of the new process, and inclusion in the Spring city newsletter.

Department Sending Legal Ads/Notices	Spent in FY24-25
City Clerk's Office	\$9,636.68
Community Development	\$22,372.34
COMBINED TOTAL	\$32,009.02

Budgetary Impact

The year 1 cost for this service pursuant to the executed order and based upon population size will be \$8,000 (one-time implementation fee of \$2,000 has been waived) and is allocated in the City Clerks FY24-25 budget.

Recommendation

City Clerk recommends moving forward with the necessary revisions to our City Code to allow electronic notices and the approval of the Interlocal Agreement with Broward County to use their designated website and an order under the website contract with CivicPlus, LLC to use the website services for the online publication of legal advertisements and notices.

ORDINANCE NO. 2026-

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, PERTAINING TO THE SUBJECT OF LEGAL AND OFFICIAL ADVERTISEMENTS; UPDATING THE CODE OF ORDINANCES TO ALLOW FOR PUBLICATION OF ADVERTISEMENTS AND PUBLIC NOTICES ON A PUBLICLY ACCESSIBLE WEBSITE PURSUANT TO FLORIDA LAW; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, during the 2022 legislative session, the Florida Legislature enacted House Bill 7049, which created Section 50.0311, Florida Statutes; and

WHEREAS, Section 50.0311, Florida Statutes, authorizes a local governmental agency to publish legal notices under specified conditions on a publicly accessible website, owned or designated by the applicable county, instead of in a print newspaper; and

WHEREAS, “Publicly accessible website” means a county’s official website or other private website designated by the county for the posting of legal notices and advertisements that is accessible via the internet; and

WHEREAS, Broward County Legal Notices (www.browardcountylegalnotices.com) is the designated publicly accessible website for publication of legal notices by participating local jurisdictions in Broward County, Florida, as allowed under Section 50.311, Florida Statutes; and

WHEREAS, to utilize this publicly accessible website, the City must give notice, at least annually, that property owners and residents may receive legal notices from the City by first-class mail or e-mail upon registering with the City in order to publish legal notices on Broward County’s publicly accessible website; and

WHEREAS, the City must also maintain a registry of property owners and residents who request in writing to receive legal notices from the City by mail or e-mail; and

WHEREAS, the City Administration for the City of Dania Beach has recommended that this ordinance be adopted to amend the City Code to allow the City the option to publish legal notices on Broward County’s publicly accessible website; and

WHEREAS, the City Administration has determined that the cost of publishing advertisements and public notices on Broward County’s publicly accessible website is less than the cost of publishing advertisements and public notices in a newspaper; and

WHEREAS, the City Commission of the City of Dania Beach finds that it is in the best interests of the public to adopt this ordinance.

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. Article 6, Section 5 of the Code of Ordinances of the City of Dania Beach entitled “Publication of legal notice or advertisements; publication of resolutions of city commission.” is hereby created to read as follows:

Sec. 5. - Publication of legal notice or advertisements; publication of resolutions of city commission.

All legal notices or publications required to be published under the charter of the city and all resolutions authorized to be published by the city commission may be published in any newspaper published in Broward County, Florida, which is generally circulated within the city limits, or as further authorized under State law.

Pursuant to Section 50.0311, Florida Statutes, as amended, the City may utilize Broward County's designated publicly accessible website for publication of notices and advertisements required by the City Code, State Law, or any other applicable law, rule, or regulation. Notwithstanding any City ordinance, resolution, land development regulation, or other provision to the contrary, any legal advertisements or public notice that the City is required by law to publish in a newspaper of general circulation may be published in Broward County's designated publicly accessible website in accordance with Section 50.0311, Florida Statutes provided that all statutory prerequisites, procedural requirements, and conditions set forth in Chapter 50, Florida Statutes, have been fully satisfied.

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

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

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

PASSED on first reading on _____, 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 Community Development Memorandum

DATE: 2/24/2026

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.
(Second 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.

After discussion at the City Commission for first reading, staff amended the ordinance to reduce the one (1) year program to six (6) months. Staff also clarified language making the provision of chicken coops a requirement and prohibiting coops and runs in front yards.

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.

City Commission Previous Action

On February 10, 2026, the City Commission approved this item on first reading with a vote of 3-2 (Approval – Ryan, Lewellen, Marco; Denial – Rimoli, Mayor).

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 second and final 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~~ six (6) months’ 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.

<u>Legend</u>		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
P - Permitted P(#) - Permitted subject to numbered footnote A - Permitted accessory use only SE - Permitted special exception use only												
NP	- Not permitted											
USES												

Farmer's market [subject to section 105-240]		NP	NP	NP	NP	P	NP	NP	NP	NP	NP	NP
<u>Fowl [subject to section 105-270]</u>		<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>

* * *

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 is required, which must meet the limitations below:
 - 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.\
 - 7. Prohibited in front 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.
8. Prohibited in front yard.

(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 in

(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 permit 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 six (6) months’ time ~~one year’s time~~.

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 February 10, 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: _____

Date Rec'd: 12/11/2025

Petition No.: TX-051-25

(SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)

THIS APPLICATION WILL NOT BE ACCEPTED UNTIL IT IS COMPLETE AND SUBMITTED WITH ALL NECESSARY DOCUMENTS. Refer to the application type at the top of this form and "Required Documentation" checklist to determine the supplemental documents required with each application. For after the fact applications, the responsible contractor of record shall be present at the board hearing. Failure to attend may impact the disposition of the application. The applicant or their authorized legal agent must be present at all meetings. All projects must also obtain a building permit from the City Building Division.

The City's DRC process requires a hard copy of the application and application fee payment to be submitted to City Planning staff BEFORE electronic submittal will be accepted for processing. Applications will only be accepted on the submittal date identified on the annual DRC Meeting Deadline schedule. The application must identify the number of proposed residential dwelling units and/or the square footage of commercial/industrial use, as applicable. Once the application and fee are received a file number will be issued which must be used to identify the project when submitting electronically. Once the file number is issued, the applicant has 24 hours to load the plans electronically. Failure to submit within 24 hours will require the application to begin again the following month.

Location Address: 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: [Signature]
(Owner / Agent signature*)

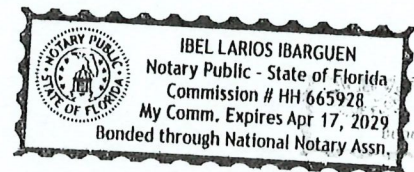
BEFORE ME THIS 15th DAY OF December, 2025

By:

Eleanor Norcine
(Print name of person acknowledging)

(Joint owner signature if applicable)

Notary [Signature]
(Signature of Notary Public – State of Florida)



Personally known X or Produced Identification _____

Type of identification produced: _____ or Drivers License _____

***If joint ownership, both parties must sign. If partnership, corporation or association, an authorized officer must sign on behalf of the group. A notarized letter of authorization from the owner of record must accompany the application if an authorized agent signs for the owner(s).**

NO APPLICATION WILL BE AUTOMATICALLY SCHEDULED FOR A MEETING.

***ALL APPLICATIONS MUST BE DETERMINED COMPLETE BY STAFF
BEFORE PROCESSING OCCURS.***

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 be 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

SunSentinel

MEDIA GROUP

Sold To:

City of Dania Beach- City Clerk's Office - 105628
100 W. Dania Beach Blvd
Dania Beach, FL 33004-3699

Bill To:

City of Dania Beach- City Clerk's Office - 105628
100 W. Dania Beach Blvd
Dania Beach, FL 33004-3699

Published Daily

Fort Lauderdale, Broward County, Florida
Boca Raton, Palm Beach County, Florida
Miami, Miami-Dade County, Florida

State Of Florida

County Of Orange

Before the undersigned authority personally appeared Rose Williams, who on oath says that he or she is a duly authorized representative of the SUN- SENTINEL, a DAILY newspaper published in BROWARD/PALM BEACH/MIAMI-DADE County, Florida; that the attached copy of advertisement, being a Legal Notice in:

The matter of TX-051-25 FOWL Text Amend - Ad

Was published in said newspaper by print in the issues of, and by publication on the newspaper's website, if authorized on 9 Feb 2026

Affiant further says that the newspaper complies with all legal requirements for publication in Chapter 50, Florida Statutes.

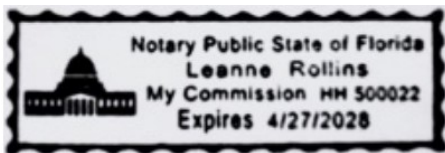


Signature of Affiant

Sworn to and subscribed before me this: 9 Feb 2026.



Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped

Personally Known (X) or Produced Identification ()

24977

**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 24, 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). (Second 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 be 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 24, 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

2/9/2026 24977

24977

Singh, Maxine

From: Kelly Sharaby <kelly@kooshcollection.co>
Sent: Monday, January 12, 2026 8:10 AM
To: Singh, Maxine
Subject: Re: REACH - MOCK COMMISSION MEETING

Follow Up Flag: Follow up
Flag Status: Flagged

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,

Hope your new year is off to an incredible start. Would like to check in on the request for the REACH student to have a mock city commission meeting.

Best Regards,
Miriam Kelly Sharaby

On Nov 6, 2025, at 1:29 PM, Singh, Maxine <msingh@daniabeachfl.gov> wrote:

Hi Kelly,

Let me check with the team.

Thanks,

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

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

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

From: Kelly Sharaby <kelly@kooshcollection.co>
Sent: Thursday, November 6, 2025 8:52 AM
To: Singh, Maxine <msingh@daniabeachfl.gov>
Subject: REACH

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.

Hey Maxine, good morning another message from me pertaining to the reach program. I was wondering if it's possible if we could set up another mock city commission meeting for our reach students we have a new group of incredible students, and the first time that we did it, it was a tremendous success. Please let me know if this will be possible. Here are two dates that would potentially work for us. Thank you again so much for all your work. You're truly appreciated.

Tuesday, March 31, 2026

Tuesday, April 21, 2026

– Mock Commission Meeting?

Best Regards,
Miriam Kelly Sharaby