



AGENDA
DANIA BEACH CITY COMMISSION
REGULAR MEETING
TUESDAY, APRIL 9, 2024 - 7:00 PM

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

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

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

IN CONSIDERATION OF OTHERS, WE ASK THAT YOU:

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

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

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

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

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

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

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

1. Mayor Frank Ortis, City of Pembroke Pines - *Sponsored by Vice Mayor Lori Lewellen*
2. 27th Annual Plywood Regatta - *Parks and Recreation*
3. Update on C-51 Reservoir Project – Phase 1 - *Sponsored by Commissioner Davis*

4. PROCLAMATIONS

1. National Autism Acceptance Month - April 2024 - *Sponsored by Commissioner Davis*
2. Earth Day - April 22, 2024 - *Sponsored by Commissioner Davis*

5. ADMINISTRATIVE REPORTS

1. City Manager
2. City Attorney
3. City Clerk - Reminders
 - May 14, 2024 - CRA Board Meeting - 5:30 p.m.
 - May 14, 2024 - City Commission Meeting - 7:00 p.m.

6. PUBLIC SAFETY REPORTS

7. CITIZENS' COMMENTS

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

8. CONSENT AGENDA

1. Minutes:

March 12, 2024 City Commission Meeting Minutes
March 26, 2024 City Commission Meeting Minutes

2. Travel Requests: None.

3. RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY'S APPLICATION FOR THE 50TH YEAR COMMUNITY DEVELOPMENT BLOCK GRANT ("CDBG") PROGRAM IN THE

AMOUNT OF ONE HUNDRED SEVENTY-SEVEN THOUSAND THREE HUNDRED SEVENTY-FOUR DOLLARS (\$177,374.00), TO PROVIDE FUNDING FOR OASIS NEIGHBORHOOD IMPROVEMENTS IN CDBG ELIGIBLE AREAS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

4. RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AWARDING A GUARANTEED MAXIMUM PRICE (GMP) CONTRACT IN THE AMOUNT OF TWENTY ONE MILLION THREE HUNDRED FIFTY FOUR THOUSAND THREE HUNDRED TWENTY-TWO DOLLARS AND THIRTY-FIVE CENTS (\$21,354,322.35) TO BURKHARDT CONSTRUCTION, INC. PURSUANT TO THE CITY REQUEST FOR QUALIFICATIONS (“RFQ”) NO. 21-024 ENTITLED, “CONSTRUCTION MANAGEMENT AT RISK SERVICES” FOR CONSTRUCTION OF IMPROVEMENTS AT C.W. THOMAS PARK; AND AUTHORIZING FUNDING IN THE AMOUNT OF SIX HUNDRED THOUSAND DOLLARS (\$600,000.00) FOR PERMITTING, UTILITY CONNECTIONS, ART IN PUBLIC SPACES, AND IMPACT FEES TO BE PAID DIRECTLY BY THE CITY OF DANIA BEACH; AND AUTHORIZING ONE MILLION DOLLARS (\$1,000,000.00) IN CONTINGENCY FUNDS FOR UNFORESEEN PROJECT COSTS OR MODIFICATIONS TO THE PROJECT SCOPE; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Parks and Recreation)*.

5. RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO APPROVE THE EXPENDITURE OF FUNDS TO COVER THE COST OF A PROPOSAL WITH KIMLEY-HORN AND ASSOCIATES, INC., FOR ENGINEERING, BID ASSISTANCE, AND CONSTRUCTION ADMINISTRATION SERVICE FOR THE PJ MELI PARK NEIGHBORHOOD DRAINAGE IMPROVEMENT PROJECT IN THE AMOUNT OF TWO HUNDRED FORTY-SEVEN THOUSAND THREE HUNDRED FORTY DOLLARS (\$247,340.00) AND AUTHORIZING ADVERTISEMENT FOR THIS PROJECT FOR CONSTRUCTION; PROVIDING FOR CONFLICTS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

6. RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE WAIVER OF COMPETITIVE BIDDING AND AUTHORIZING EQUIPMENT RENTALS AND RELATED PRODUCTS AND SERVICES FROM ALL ON STAGE PRODUCTIONS INC. UTILIZING THE CITY

OF FORT LAUDERDALE CONTRACT AWARD UNDER ITB 29-1 AND TO EXCEED THE ANNUAL VENDOR THRESHOLD AMOUNT OF FIFTY-THOUSAND DOLLARS (\$50,000.00) FOR FISCAL YEARS 2023-24 AND 2024-25; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Parks and Recreation)*

7. RESOLUTION NO. 2024-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE ISSUANCE OF A CAPITAL IMPROVEMENT REVENUE NOTE, SERIES 2024 OF THE ISSUER IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$6,000,000.00 TO FINANCE CERTAIN CAPITAL PROJECTS; PROVIDING THAT THE NOTE SHALL BE PAYABLE FROM PLEDGED REVENUES; AUTHORIZING AND DELEGATING TO THE MAYOR OR CITY MANAGER THE SALE OF THE NOTE TO THE LENDER PURSUANT TO THE TERMS AND CONDITIONS OF A LINE OF CREDIT AGREEMENT WITH THE LENDER; APPROVING THE EXECUTION AND DELIVERY OF SAID LINE OF CREDIT AGREEMENT; PROVIDING FOR THE RIGHTS, SECURITIES AND REMEDIES FOR THE OWNER OF THE NOTE; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *(Finance)*

8. RESOLUTION NO. 2024-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE THE NECESSARY DOCUMENTS FOR PARTICIPATION IN THE FLORIDA MUNICIPAL LOAN COUNCIL STORMWATER REVENUE BOND PROGRAM TO FUND CERTAIN STORMWATER DRAINAGE CAPITAL IMPROVEMENT PROJECTS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Finance)*

9. RESOLUTION NO. 2024-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE FIRST AMENDED RECREATION LICENSE AGREEMENT WITH THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, FOR PORTIONS OF SBBC OWNED LAND (SITE NO. 47.1, A/K/A OLSEN MIDDLE SCHOOL) FOR RECREATIONAL AND PARKING PURPOSES; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Parks and Recreation)*

9. BIDS AND REQUESTS FOR PROPOSALS

1. RESOLUTION NO. 2024-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF INVITATION TO BID (“ITB”) NO. 24-004, “REPLACEMENT OF SOLAR STREET LIGHT PANELS (RE-BID)”, TO MILLS ELECTRIC SERVICE, INC., IN AN AMOUNT NOT TO EXCEED THREE HUNDRED SEVENTY-ONE THOUSAND SEVEN HUNDRED TWENTY-SIX DOLLARS AND TWENTY-FIVE CENTS (\$371,726.25); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.*(Public Services)*

2. RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, AUTHORIZING THE AWARD OF INVITATION TO BID NO. 24-001 “CITY HALL CAMPUS IMPROVEMENTS” TO CONENGINEERS BUILDERS LLC. IN AN AMOUNT NOT TO EXCEED NINETY SEVEN THOUSAND ONE HUNDRED EIGHTY EIGHT DOLLARS AND NINETY EIGHT CENTS (\$97,188.98); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.*(Public Services)*

3. RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF REQUEST FOR PROPOSALS (“RFP”) NO. 24-002 “EV CHARGING STATIONS” TO BLINK NETWORK LLC PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

10. QUASI-JUDICIAL & PUBLIC HEARING ITEMS

1. RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE REQUEST FOR A WAIVER (OT-001-24) FROM THE ONE THOUSAND (1,000) FOOT DISTANCE SEPARATION REQUIREMENT PERTAINING TO THE SALE OF ALCOHOLIC BEVERAGES, SUBMITTED BY THE APPLICANT, PEARL BEN YORAM AND MOR BEN YORAM OF MAVERICK LIQUORS LLC, FOR THE PROPERTY LOCATED AT 4501 STIRLING ROAD, WITHIN THE CITY OF DANIA BEACH, FLORIDA, PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

11. FIRST READING ORDINANCES

1. ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 28, “LAND DEVELOPMENT CODE,” PART 5, “SIGNAGE AND DESIGN REGULATIONS” AT ARTICLE 505, “SIGN REGULATIONS,” TO UPDATE THE CITY’S SIGNAGE CODE TO COMPLY WITH FLORIDA AND US LAW, AND TO PROVIDE TECHNICAL UPDATES TO THE CODE; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

2. ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 21 “SALES AND AUCTIONS”, ARTICLE III, “GARAGE SALES” AT SEC. 21-44. INFORMATION TO BE FILED, TO REMOVE REFERENCE TO FILING INFORMATION WITH THE CITY CLERK AND REPLACING THE REFERENCE WITH CODE COMPLIANCE; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(City Attorney)*

3. ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 17, ENTITLED “OFFENSES – MISCELLANEOUS”; AT ARTICLE IV ENTITLED “NOISE”; AMENDING SECTION 17-80 ENTITLED “DEFINITIONS” TO BE CONSISTENT WITH NEWLY ISSUED CASE LAW; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(City Attorney)*

4. ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, PROVIDING FOR THE SUBMISSION TO THE ELECTORS OF PROPOSED AMENDMENTS TO THE CITY CHARTER, PURSUANT TO SECTION 166.031, FLORIDA STATUTES, FOLLOWING CITY COMMISSION REVIEW AND CONSIDERATION OF CHARTER AMENDMENTS RECOMMENDED BY THE CHARTER REVIEW BOARD IN ACCORDANCE WITH PART I, ARTICLE 2, SECTION 3 OF THE CITY CHARTER; SUBMITTING PROPOSED CHARTER AMENDMENTS CONCERNING; CALLING FOR A SPECIAL ELECTION ON THE PROPOSED AMENDMENTS TO THE CITY CHARTER TO BE HELD ON TUESDAY, NOVEMBER 5TH, 2024 IN CONJUNCTION WITH THE GENERAL ELECTION BEING HELD ON SUCH DATE; PROVIDING FOR REQUISITE BALLOT LANGUAGE; PROVIDING FOR

PROCEDURES FOR BALLOTING; PROVIDING FOR NOTICE; PROVIDING FOR RELATED MATTERS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CHARTER; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(City Attorney)*

12. SECOND READING ORDINANCES

1. ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 28, “LAND DEVELOPMENT REGULATIONS”, OF THE CITY CODE OF ORDINANCES, AT ARTICLE 265, “OFFSITE PARKING REQUIREMENTS”, TO CREATE SECTIONS 268-185 THROUGH 265-189 RELATING TO ELECTRIC VEHICLE CHARGING STATION REQUIREMENTS AND AS A PERMITTED USE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.*(Community Development)*

2. ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 28, “LAND DEVELOPMENT REGULATIONS”, OF THE CITY CODE OF ORDINANCES, CREATING ARTICLE 206, “GREEN BUILDING DESIGN STANDARDS”, AND CREATING SECTIONS 206.10 THROUGH 206-90, IMPLEMENTING THE GREEN BUILDING STANDARDS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

3. ORDINANCE NO. 2024-_____

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, UNDER THE LIVE LOCAL ACT; 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. 2024-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING ORDINANCE 2022-010 AUTHORIZING THE EXPENDITURE OF CITY FUNDS EXCEEDING ONE MILLION DOLLARS (\$1,000,000.00), WHICH EXPENDITURE WAS PROPOSED TO NOT TO EXCEED THE PROJECT ESTIMATE OF EIGHTEEN MILLION ONE HUNDRED THOUSAND DOLLARS (\$18,100,000.00); TO NOW REFLECT AN EXPENDITURE EXCEEDING \$18,100,000.00 DUE TO THE INFLATION OF SUPPLIES, EQUIPMENT AND SERVICES SINCE THE ORGINAL PROJECT ESTIMATE IN 2019 WHICH EXCEEDS THE MONETARY COST ESTIMATE FROM ORDINANCE 2022-010, TO FUND BID RFQ NO. 2021-024 “CONSTRUCTION MANAGEMENT AT RISK SERVICES” FOR C.W. THOMAS PARK IMPROVEMENTS; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (*Parks & Recreation*)

13. DISCUSSION AND POSSIBLE ACTION: None.

14. APPOINTMENTS: None.

15. COMMISSION COMMENTS

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

16. ADJOURNMENT



City of Dania Beach Parks & Recreation Memorandum

DATE: 4/9/2024

TO: Mayor and Commissioners

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

VIA: Cass Waren, CPRP, Parks & Recreation Director

SUBJECT: Special Events Application Request for the 27th Annual Plywood Regatta scheduled for Saturday, April 20, 2024 & Sunday, April 21, 2024

Request:

A Special Event is requested by Noah Dermody on behalf of the Marine Industries Association of South Florida to have the 27th Annual Plywood Regatta on Saturday, April 20, 2024 and Sunday, April 21, 2024. The requested event will be held at 101 N. Beach Road, Dania Beach, FL 33004 (North end of Dania Beach Marina) from 8:00 a.m. to 6:00 p.m. on Saturday, April 20, 2024 and from 8:00 a.m. to 3:00 p.m. on Sunday, April 21, 2024. All set-up for this event will occur on Friday, April 19, 2024 between the hours of 8:00 a.m. to 5:00 p.m. All breakdown for this event will occur on Monday, April 22, 2024 between the hours of 8:00 a.m. to 1:00 p.m. Applicant is requesting for special event application fee to be waived.

Background:

This is a two-day event filled with boat-building competitions that introduces the youth and community alike to the craft of boat building and provides exposure to the marine industry. This event is being utilized as a fundraiser for the marine industry educational programs in South Florida.

Budgetary Impact

The special events application fee for this event is \$150.00. Applicant is requesting for special event application fee to be waived.

Recommendation

The applicant will pay for the necessary services recommended below. The applicant is requesting for the parking fees to be waived during the event set up/breakdown and during the event for volunteers. Parking enforcement has approved the parking pass that will be distributed by the applicant to the volunteers.

It is recommended that the City Commission Approve the Special Events Application request in whole with compliance of the conditions noted below:

Staff	Comments/Conditions
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BSO Fire Dept. - Fire Prevention Officer Burton	(See Fire Marshall Report attached) No further raised.	
BSO Police Dept. - Lt. Cooper	No concerns raised.	
Code Enforcement - Eric Walton	The volunteer passes are good. Spectators need to pay the meters. No further concerns raised.	
Community Dev. - Jack Fisher	Building permits are required for tents, electrical, and plumbing. No further concerns raised.	
Community Dev. – Jonathan Cady	The applicant is to provide a map showing the route the participants will take from the parking lot to the event. The applicant is required to submit a permit for the tents and setback dimensions for the space between the tents. No further concerns raised.	
City Attorney – Eve Boutsis	No concerns raised.	
HR/Risk Mgmt. – Linda Gonzalez	Please request the Blanket AI policy form MEOM2217 that is referenced to in the description of the COI. No further concerns raised.	COI submitted for insurance review on 03/19/2024
Parks & Recreation – Cassi Waren	No concerns raised.	
Public Services – Fernando J. Rodriguez	No concerns raised.	



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: 27th Annual Plywood Regatta

Type of Event: Minor Event -
Major Event -
Wedding

less than 500 people, single day event, no road closures
more than 500 people, consecutive multi-day event, road closures
(major event requires Commission approval)

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

Is your event located on the beach? Yes X No (Whiskey Creek)

Location: 101 N. Beach Road - North End of Dania Beach Marina

Expected maximum attendance 300

Expected sustained attendance 300

Has this event been held in the past? ✓ Yes No

If yes, please list the past dates, locations and attendance April 22nd - 23rd, 2023; multiple
years prior, 101 N. Beach Road, 300

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

Two day boat building competition that introduces youth and
community to the craft of boat building and the Marine Industry
Also serves as a fundraiser for marine industry education

Date and Time:	DATE	DAY	BEGIN	END	Attendance
SETUP:	<u>4/19/2024</u>	<u>Friday</u>	<u>8</u> <u>AM/PM</u>	<u>5</u> <u>AM/PM</u>	<u>10</u>
EVENT DAY 1:	<u>4/20/2024</u>	<u>Saturday</u>	<u>8</u> <u>AM/PM</u>	<u>6</u> <u>AM/PM</u>	<u>300</u>
EVENT DAY 2:	<u>4/21/2024</u>	<u>Sunday</u>	<u>8</u> <u>AM/PM</u>	<u>3</u> <u>AM/PM</u>	<u> </u>
EVENT DAY 3:	<u> </u>	<u> </u>	<u> </u> <u>AM/PM</u>	<u> </u> <u>AM/PM</u>	<u> </u>
BREAKDOWN:	<u>4/22/2024</u>	<u>Monday</u>	<u>8</u> <u>AM/PM</u>	<u>1</u> <u>AM/PM</u>	<u>10</u>

PART II: APPLICANT

Marine Industries Association
Organization Name of South Florida **Name of Authorized Signatory** Lori Wheeler
For-Profit ☒ ~~Non-Profit~~ Private (as registered in Sunbiz)
Address: 221 SW 3rd Avenue **City, State, Zip:** Fort Lauderdale, FL, 33312
Date of registration: 1967 **State registered in:** FL **Federal ID #** 59-1172985
Email Address: Lori@miasf.org **Phone:** 954-524-2733
Event Coordinator Name Noah Dermody **Phone:** 954-524-2733
Director of Membership
Title: and events **Phone:** 954-524-2733 **Cell:** 772-766-6990
Email address: Noah@miasf.org **Fax:** _____
Additional Contact Name Patience Cohn **Will you be on site?** ☒ Yes ☐ No
Title: Industry Liason **Phone:** 954-524-2733 **Cell:** 954-826-8359
Email address: Patience@miasf.org **Fax:** _____
Event Production Company (if other than applicant) _____
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?** \$ 0
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 N/A
If yes, name a contact of company: _____
What type of rides are you planning? N/A

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: Informa/show management License #: _____

Name of Electrician: _____ Phone: 954-463-6762

Entertainment ☒ Yes ☐ No

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

Mic and speakers for Announcements

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: N/A

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 of 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.):

MC for announcements; some recorded music

Stages Yes ☒ No ☐ Type (wood, metal, trailer stage, etc.) _____

Stages may require permits.

Days and times music will be played: April 20th 10am-4pm; April 21 8am-12:30pm

How close is the event to the nearest residence? N/A

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)? 101 N. Beach Rd

Date(s) of Closure 4/19 - 4/21 Time(s) of Closure 8am - 6pm

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.

Company Name TGL Environmental Contact Gina Devine Phone 954-327-9995

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 A F B B Phone 954-332-0011

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

Security Company A F B B Contact Richard Phone 954-332-0011

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? (2) 30x100; (1) 10x20; (1) 10x10

Company Name Elite Tent Company Contact Jason Wells Phone 954-987-7908

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

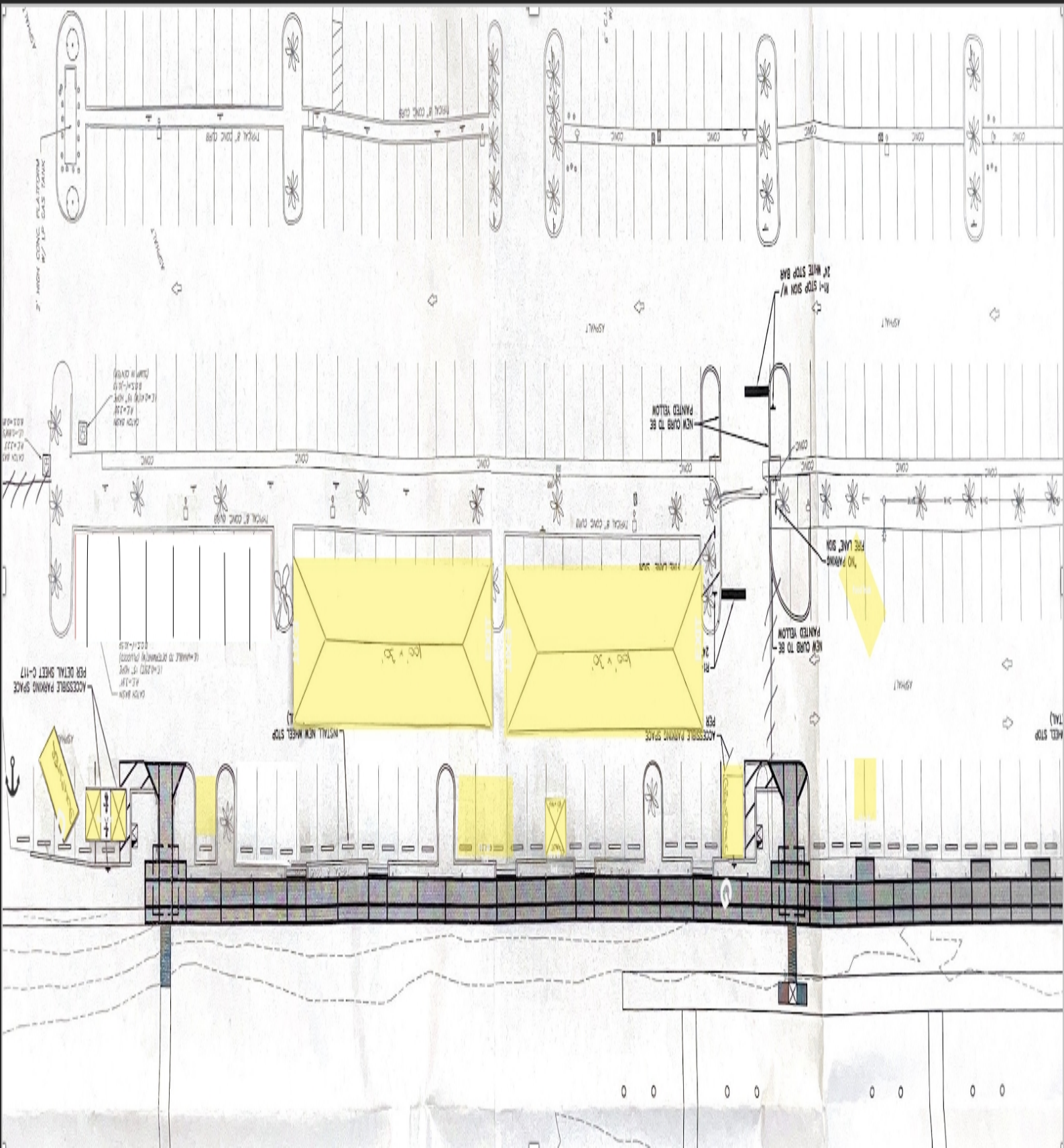
Site Plan must include the following with application:

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


Date





I'm Here to Volunteer
April 20th – April 21st, 2024
6am – 6pm



I'm Here to Volunteer
April 20th – April 21st, 2024
6am – 6pm



I'm Here to Volunteer
April 20th – April 21st, 2024
6am – 6pm



**Department of Fire Rescue & Emergency Services - Fire Marshal's Office
Dania Beach District**

103 West Dania Beach Blvd. • Dania Beach, Florida 33004
Office: (954)342-4262 • Fax: (954)342-4265

SPECIAL EVENT APPLICATION REVIEW / COMMENTS

Event Name: Plywood Regatta

Event Date(s): April 20, 2024

Event Location: 101 N Beach Road (North end of Dania Beach)

Event Reviewed By: Candice Burton

Date of Review: 3/13/2024

Event Contact Name 1: Noah Dermody

Event Contact 1 Phone: 954-524-2733

Event Contact 1 Cell Phone: 772-766-6990

Event Contact 1 Email: noah@miasf.org

Event Contact Name 2: Patience Cohn

Event Contact 2 Phone:

Event Contact 2 Cell Phone: 954-826-8359

Event Contact 2 Email: patience@miasf.org

☐ EVENT IS APPROVED ☒ EVENT IS APPROVED WITH CONDITIONS (See Below)
☐ EVENT CANNOT BE APPROVED UNTIL FURTHER INFORMATION HAS BEEN PROVIDED (See Below) ☐
EVENT HAS BEEN DENIED BY THE FIRE MARSHAL

Special Event Applicant must address any and all checked items below.

☒ **Insurance Rider Required** – Provide a legible copy of the liability insurance rider naming the Broward Sheriff's Office/ 2601 West Broward Boulevard / Ft. Lauderdale, FL 33312.

☐ **Site Plan Required** - See the attached Site Plan Check List for Site Plan Submittal Requirements.

☐ **Site Plan Required** - A site plan indicating the following conditions must accompany the application or the application will be rejected, resulting in a significant time delay. The fire department must have easy access to the special event area. The site plan must include the following: entrances and exits, emergency vehicle access routes, parking, general vehicular drive paths, fire hydrant locations, fire department connections, street closure requests, fenced areas, grandstand, bleacher or other seating locations, tent and stage locations, cooking areas, and locations of any pyrotechnical material, fireworks, etc. In addition, the site plan must include the location of any rides (animal or mechanical), petting zoos, exhibits, DJ's, bands, performers, sanitary facilities, recreation vehicles for overnight housing, etc.

☒ **Fire extinguishers required** – Must be provided in accordance with the requirements noted on the Special Event Application. Each vender that has a portable generator.

☒ **Tent/Canopy Permits Required** - Obtain permits from the City of Dania Beach Building Department. (**Note: Minimum spacing requirements between tents shall be 10 feet unless approved by the Fire Marshal**) not approved.

☒ **Generator Permits May Be Required** – Confirm with City of Dania Beach Building Department for determination.

☒ **Power cords** shall be sufficiently protected from water and **shall not create a trip hazard for patrons and/or event workers.**

☒ **Gas Grills** must be permitted. Obtain permits from the City of Dania Beach Building Department.

☒ **LP Gas Containers** must be secured in an approved method and cordoned off from patron access in an approved method. The LP Gas containers must be a minimum of 10 feet from any heat source or open flame. "NO SMOKING" signs shall be posted at all LP Gas Container locations.

☒ **Fire Department Access (or additional access) required** - Contact the Fire Marshal's Office at (954)342-4262. **See Notes**

☐ **Street Closure Conflict** - Contact the Fire Marshal's Office at (954)342-4262.

☐ **Fenced Area Conflict** - Contact the Fire Marshal's Office at (954)342-4262.

BSO FMO SPECIAL EVENT APPLICATION REVIEW (Continued)

☒ **Stages** - Identify the type of construction (Wood, Metal, Stage made from a Trailer, etc.). **Plans & Permits Shall be required.**

☐ **Grandstands / Bleachers** - Identify the type of construction (Wood, Metal, Grandstands/Bleachers made from a Trailer, etc.) (Plans & Permits may be required)

☒ **Any trailer or vehicle used in the preparation of food that creates grease laden vapors** must have a UL-300 compliant automatic fire suppression system. This suppression system must be tagged and currently certified by a Florida licensed, automatic fire suppression system contractor.

☒ **Food Trucks** that utilize cooking appliances for foods that create grease-laden vapors must be equipped with a currently certified and tagged Automatic Fire Suppression System and **MUST PASS** a fire inspection prior to use. **This must involve a third party licensed gas contractor to perform a gas leak test.**

☐ **Grease Fryers are not permitted indoors** unless they are protected with an approved a UL-300 compliant automatic fire suppression system. This suppression system must be tagged and currently certified by a Florida licensed, automatic fire suppression system contractor

☐ **The use of pyrotechnics and/or fireworks display** shall comply with the currently adopted edition of the Florida Fire Prevention Code.

☐ **The use of pyrotechnics and/or fireworks display is not permitted at this location.**

☒ Other Requirements: Notes: No vendor tents are to exceed outside of the assigned vehicle parking spaces. (Shall not hinder life safety access). Tents that are permitted to have generators must have a sufficient fire extinguisher. (10lb ABC). A Fire Inspector shall be required to inspect the site before opening of the event.

A licensed gas company is required to be on site to perform a gas leak testing before the opening of the event, and before any cooking begins. All food trucks and vendors must be on site, ready for the fire inspection and gas company leak testing. This inspection shall take place 1 hour or sooner, before event is open to the public. **It is the responsibility of the Event Coordinator to set up the gas leak inspection, with a licensed gas company, while the fire inspector is onsite.** (see below for after-hours inspection time). Street closures, Fire department access, tent spacing and fire extinguisher inspections along the path of egress between tents must be complying before the event is signed off.

An after-hour request form must be approved by The Fire Marshal's Office.

Contact: FPO Richard Brown: richard.brown@sheriff.org or Inspector Burton: Candice_burton@sheriff.org

☐ INVOICE TO FOLLOW FOR PRE-EVENT INSPECTIONS AND/OR DETAILS.

☒ Other Requirements and/or Special Notes:

Fire inspection detail required. Invoice for inspector will be provided.

INSPECTION AND/OR DETAIL REQUIREMENTS

(The below information must be filled out by Fire Prevention prior to releasing comments back to the applicant)

☐ N/A ☒ Pre-Event Inspections Required (Date): See top of page 1

TYPE OF INSPECTION REQUIRED:

☐ Normal Inspection Hours

☒ After-Hours (4-Hours or Less)

☐ After Hours (Greater than 4 Hours)

DATE(S) & TIME(S): Saturday April 21st, 2024 9:00AM

☐ N/A ☐ Fire Inspector Stand-By Detail Required

(Dates & Times): _____

☐ N/A ☐ Operational Detail Required Type:

Dates & Times: _____

☐ N/A ☐ SEE ATTACHED FEE SCHEDULE FOR REQUIRED INSPECTIONS AND/OR DETAILS. Email: richard.brown@sheriff.org

Event Applicant, Please fill out and sign below for the acknowledgment of the above said instructions and return to richard.brown@sheriff.org / or / Candice_burton@sheriff.org / or / Lisa_Muggeo@sheriff.org

Name (Print): Noah Dermody Signature: Noah Dermody Date: 3/14/24



Proclamation

OFFICE OF THE MAYOR · CITY OF DANIA BEACH, FLORIDA

Requested by Commissioner Joyce L. Davis

WHEREAS, Autism Spectrum Disorder is a complex developmental disability typically appearing during early childhood affecting a person's ability to communicate and interact with others; and

WHEREAS, Autism affects all racial, ethnic, and socioeconomic groups; approximately 1 in 36 children have been identified with Autism according to CDC's Autism and Development Disabilities Monitoring Network; and

WHEREAS, April is Autism Acceptance Month celebrating each individual's unique differences and fostering inclusivity and connectedness; and

WHEREAS, citizens with Autism contribute to the Dania Beach community every day, and while despite great progress in understanding Autism, challenges remain; and

WHEREAS, we encourage employers to hire people with Autism and recognize the positive contributions they bring to workplaces; and

WHEREAS, it is vital that the Autism community speak for themselves and engage in productive conversation with the community; and

WHEREAS, the City of Dania Beach is honored to partner with the Dan Marino Foundation in raising public acceptance of Autism; and

WHEREAS, to further these efforts, the Dan Marino Foundation hosted the Autism Acceptance Family Sunday on April 7 at Dania Pointe in the City of Dania Beach.

NOW, THEREFORE, on behalf of the Dania Beach City Commission, I, Archibald J. Ryan, IV, Mayor of the City of Dania Beach, Florida, do hereby proclaim April 2024 as

NATIONAL AUTISM ACCEPTANCE MONTH

in the City of Dania Beach as a symbol of our commitment to creating a culture of disability awareness and inclusion for all members of our community.

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN, IV
MAYOR



Proclamation

OFFICE OF THE MAYOR · CITY OF DANIA BEACH, FLORIDA

Requested by Commissioner Joyce L. Davis

WHEREAS, the City of Dania Beach is committed to protecting and preserving our environment, ocean, and marine life and recognize the important role our citizens play in this endeavor; and

WHEREAS, Earth Day 2024 will mark the 54th anniversary of the birth of this modern environmental movement. Each year, Earth Day is assigned a different theme; this year's theme is "**Planet v Plastics**" which calls for widespread awareness on the health risk of plastics and the need to rapidly phase out all single use plastics; and

WHEREAS, all people have a right to a healthy, sustainable environment with economic growth and opportunity; and

WHEREAS, enhancing and improving our green economy will require cooperation across all sectors of society. We are all caretakers of our planet and have an obligation to combat climate change and environmental degradation to preserve the Earth 's beauty as well as its resources; and

WHEREAS, this obligation extends not only to today's caretakers but also to future generations who will inherit our planet. On this 54th anniversary of Earth Day, the City of Dania Beach is committed to building on the successes we have achieved so far and, in support of "Planet v Plastics," we are hosting "Earth Day is Every Day" #daniabeachpristine, a community beach clean-up on April 22 from 4:00pm-6:00pm and invite everyone to come out and join us.

NOW, THEREFORE, on behalf of the Dania Beach City Commission, I, Archibald J. Ryan, IV, Mayor of the City of Dania Beach, Florida, do hereby proclaim April 22, 2024 as:

Earth Day

in the City of Dania Beach, Florida and do urge our citizens to commit to being good stewards of our air, land, and water resources.

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN, IV
MAYOR



CITY OF DANIA BEACH

OFFICE OF THE CITY MANGER

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

MEMORANDUM

Date: April 9, 2024

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

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

Subject: Manager's Report

I am very pleased to report that Mr. Joshua Gaboton, our Government Relations partner in Washington D. C., has confirmed that we have officially been awarded \$637,195 for the design of our EOC/ training facility to be constructed adjacent to Broward's 1st and busiest Fire Station. We are grateful to Josh for all his efforts representing us in D.C. and to Congresswoman Debbie Wasserman Shultz for her unwavering commitment to our City and her advocacy in Washington D.C. on our behalf. The preparation from our City Team in Public Services led by Director Rodriguez, as well as the supporting efforts from Chief Pellecer, and CIP and Grants Administrator Colin Donnelly, truly assisted Deputy City Manager Sosa-Cruz, and I on this endeavor. We look forward to bringing you a design concept in May/June of this year. We will be working on a Finance plan for construction to present to you during this year's budget process. We will also be exploring feasibility and a rate study as funding options as well.

Our Director of Parks and Recreation, our City Attorney and our CFO have collaborated seamlessly to negotiate down the C. W. Thomas Park project to approximately \$22 million. Based on your unanimous support as presented via my City Managers report from March 26th, we will adhere to the not to exceed amount of \$23 million so we can keep the project momentum without having to keep coming back for Commission approval.

Our project design for Olsen Middle School is slated for the School Board agenda of May 21st. In your agenda for this coming Commission meeting, there is an item for your approval to move forward with the design. Once these two steps are completed, we will be ready for the formal bid process to begin this June. The funding for this anticipated project that will augment our parks green spaces by almost 7 acres will be funded by new construction impact fees that can only be used for new parks projects. We are looking forward to another shovel in the ground with this upcoming new park project!

The 2024 "Loving Soles" Shoe drive program ended on March 31st. This program is a partnership with the Broward Partnership for the Homeless and Miami's Camillus House. This year we exceeded the combined efforts of the two prior years! Our team of employees, elected officials, residents and our family members and neighbors truly went above and beyond, and we collected approximately 250 pairs

of new and softly worn shoes! These types of initiatives are about recognizing how fortunate we are and how together everyone contributing a little can add up to a lot!!!

We have had several department director meetings to discuss budget and prepare for the April 8th Commission budget workshop. We continue to align our requests and recommendations with the priorities of the adopted Strategic Plan such as Public Safety, (BSO Law Enforcement and Fire Personnel/ The EOC Building/ Infrastructure improvements (Parks, Storm Drainage etc.). We have been building our reserves to implement the “Vision” derived from the City’s first ever Parks Master Plan, Strategic Master Plan, Beautification Master Plan and all our completed studies in Transportation/ Transit, Streets and Sidewalks. Additionally, you can expect to see continued requests to invest in resiliency and proactive environmental projects.

On Wednesday April the 3rd, I was able to attend Olsen Middle School and escort the school bus that transported the REACH students to Frost Park for a Community Service project. It’s truly an honor to partner with Olsen Middle and one of our resident volunteers Kelley Sharaby, the brainchild of the REACH program. Kudos to Raphael Acosta our Parks Manager at Frost Park for his ongoing devotion to the youth of our community.

In the Month of February, we had a total of 4 noise complaints; 3 of the 4 complaints came from the same property in the SE area of our City. On March 11th, the first two cases went to Special Magistrate where a fine was assessed. The 3rd violation is set to be addressed/ heard at the April 11th, Special Magistrate. I have asked our Chief of Police and our Code Manager to keep an eye on this property.

Our HR Team is working closely with all our City departments as we are planning the program and activities for our 1st bring your kid to work day!

Our 2nd edition of our Pioneer Publication will be out this coming June. This communication tool that goes out Citywide has been very useful for us to share our updates and successes on all Citywide projects, programs, and initiatives as well as to promote our special events. The Pioneer has been very well received by our residents.

Special Magistrate Hearing

Case #	Status	Hearing Type	Property Address	Cited Party	Default Inspector
2024-00000030	Active	H-FIRST HEARING - First Hearing	226 SW 16 ST	WARREN DAVIS	Alberto Chavarria
2024-00000175	Active	H-FIRST HEARING - First Hearing	221 NW 13 CT	ALEXANDER HARRIS SR EST	Alberto Chavarria
2024-00000246	Active	H-FIRST HEARING - First Hearing	261 SW 12 ST	ROSENFRIED, NORMA ROSENFRIED, EDUARDO	Alberto Chavarria
2024-00000251	Active	H-FIRST HEARING - First Hearing	229 SW 1 AVE	HAYASTAN 229 LLC	Alberto Chavarria
2024-00000264	Active	H-FIRST HEARING - First Hearing	217 SW 3 TER	JUANA ROSA LLERENA	Alberto Chavarria
2024-00000274	Active	H-FIRST HEARING - First Hearing	24 SW 13 ST	DANIA APTS LLC	Alberto Chavarria
2024-00000293	Active	H-FIRST HEARING - First Hearing	1502 SW 3 AVE	SANDRA BOYARSKY & STEPHEN J BOYARSKY	Alberto Chavarria
2024-00000329	Active	H-FIRST HEARING - First Hearing	1301 SW 12 AVE	CDH PLANNING LLC	Alberto Chavarria
2024-00000338	Active	H-FIRST HEARING - First Hearing	550 S FEDERAL HWY	111th BIXBY LLC	Alberto Chavarria
2024-00000448	Active	H-FIRST HEARING - First Hearing	207 SW 11 ST	LIGIA FRANCA	Alberto Chavarria
2023-00000200	Active	H-EXTENSION - Extension Hearing	714 SE 3 CT	PAVEL VOLOTCHKO	Anson Westberry
2023-00001022	Active	H-EXTENSION - Extension Hearing	945 S FEDERAL HWY	EZRA GROUP LLC	Anson Westberry
2024-00000011	Active	H-FIRST HEARING - First Hearing	22-33 N FEDERAL HWY	DANIA ANTIQUE & JEWELRY ARCADE	Anson Westberry
2024-00000115	Active	H-FIRST HEARING - First Hearing	111 NW 7 AVE	JDR GROUP LLC	Anson Westberry
2024-00000116	Active	H-FIRST HEARING - First Hearing	141 NW 1 AVE	DISMAS CHARITIES INC	Anson Westberry
2024-00000148	Active	H-FIRST HEARING - First Hearing	338 NW 5 AVE	ALL SPECIALISTS INC	Anson Westberry
2024-00000173	Active	H-FIRST HEARING - First Hearing	110 NW 13 AVE	BANEGA, NANCY	Anson Westberry

Special Magistrate Hearing

2024-00000204	Active	H-FIRST HEARING - First Hearing	601 NW 3 TER	ANGIE YUK NGAN WONG	Anson Westberry
2024-00000252	Active	H-FIRST HEARING - First Hearing	238 NW 7 AVE	TURNKEY ASSETS LLC	Anson Westberry
2024-00000347	Active	H-CONFIRMATION - Confirmation Hearing	22 SW 6 AVE	SABA FL PROPERTIES LLC	Anson Westberry
2024-00000479	Active	H-FIRST HEARING - First Hearing	22-33 N FEDERAL HWY	DANIA ANTIQUE & JEWEL ARCADE	Anson Westberry
2024-00000488	Active	H-FIRST HEARING - First Hearing	22 SW 6 AVE	SABA FL PROPERTIES LLC	Anson Westberry
2024-00000489	Active	H-FIRST HEARING - First Hearing	1000 PHIPPEN RD	TRUST CAPITAL INVESTMENTS LLC	Anson Westberry
2022-00001329	Active	H-ABATEMENT - Abatement Hearing	605 SW 12 AVE	BROWARD MULTIFAMILY LLC	Christina Caserta
2023-00000388	Active	H-FIRST HEARING - First Hearing	223 JAMAICA ST	ALLAIRE, MICHELE PERT, STEVE	Christina Caserta
2023-00001128	Active	H-EXTENSION - Extension Hearing	75 NW 13 AVE	RALPH GLENN TROUTMAN II	Christina Caserta
2024-00000048	Active	H-FIRST HEARING - First Hearing	1419 S FEDERAL HWY	18 REALTY LLC	Christina Caserta
2024-00000171	Active	H-FIRST HEARING - First Hearing	311 SE 3 ST BLDG F	MEADOWBROOK LAKES VIEW CONDO ASSN A INC	Christina Caserta
2024-00000192	Active	H-FIRST HEARING - First Hearing	646 NE 2 PL	HANKS, WILLIAM D	Christina Caserta
2024-00000482	Active	H-FIRST HEARING - First Hearing	414 SE 5 ST	MORALES, EUGENIA GARAY, RANDOLPH	Christina Caserta
2023-00001450	Active	H-FIRST HEARING - First Hearing	338 S FEDERAL HWY	SHREE-RAM HOSPITALITY INC	Michelle Shahryar
2024-00000027	Active	H-FIRST HEARING - First Hearing	4411 SW 32 AVE	VILLA MACHINI INC	Michelle Shahryar
2024-00000117	Active	H-FIRST HEARING - First Hearing	2931 GRIFFIN RD	GRIFFIN 2931 INVESTMENT LLC	Michelle Shahryar
2024-00000119	Active	H-FIRST HEARING - First Hearing	2440 STATE RD 84	TROPICAL PARADISE RESORTS LLC	Michelle Shahryar
2024-00000154	Active	H-FIRST HEARING - First Hearing	4696 SW 32 AVE	JINDRICH, BRAD	Michelle Shahryar



Special Magistrate Hearing

2018-00001667	Active	H-ABATEMENT - Abatement Hearing	306 NE 2 CT	DENNIS MURPHY	Ricky Ali
2023-00000567	Active	H-EXTENSION - Extension Hearing	4824 SW 45 AVE	KADOSH, EZER-UZI	Ricky Ali
2024-00000156	Active	H-FIRST HEARING - First Hearing	330 NW 5 AVE # 1	FLORIDA EASTERN ECCLESIASTICAL JURISDICTION	Ricky Ali
2024-00000231	Active	H-FIRST HEARING - First Hearing	4328 SW 49 CT	PINHAS, NAHAR PINHAS, SHOVAL	Ricky Ali
2024-00000232	Active	H-FIRST HEARING - First Hearing	4214 SW 49 CT	ALOUSH 1777 LLC	Ricky Ali
2024-00000234	Active	H-FIRST HEARING - First Hearing	4228 SW 49 CT	LEVI, GIL	Ricky Ali
2024-00000244	Active	H-FIRST HEARING - First Hearing	5101 SW 40 AVE	LEVITT-SHEALY, CYNTHIS W & SHEALY, CARL T	Ricky Ali
2024-00000261	Active	H-FIRST HEARING - First Hearing	5813 SW 40 AVE	MZ & M ENTERPRISES LLC	Ricky Ali
2023-00001284	Active	H-FIRST HEARING - First Hearing	4830 SW 28 TER	N & D HOLDING INC	Windy Damis
2024-00000088	Active	H-FIRST HEARING - First Hearing	2925 HARBOR LN	THERIAULT, GUY	Windy Damis
2024-00000235	Active	H-FIRST HEARING - First Hearing	4981 SW 28 TER	JOAN ALICE LEHMAN REV TR	Windy Damis
2024-00000277	Active	H-FIRST HEARING - First Hearing	2291 SW 51 CT	2291 SW 51 CT LLC	Windy Damis
2024-00000309	Active	H-FIRST HEARING - First Hearing	2871 W MARINA DR	JULIE ZAPP	Windy Damis
2024-00000420	Active	H-FIRST HEARING - First Hearing	2750 GRIFFIN RD	2750 GRIFFIN HOLDINGS LLLP	Windy Damis
2024-00000430	Active	H-FIRST HEARING - First Hearing	5191 SW 28 TER	YOSEF BENITA	Windy Damis



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

1. CALL TO ORDER/ROLL CALL

Mayor Ryan called the meeting to order at 7:01 p.m.

Present:

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

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

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

3. PRESENTATIONS AND SPECIAL EVENT APPROVALS

3.1 Hot Diggity Dog - 35 Years in Business - *Sponsored by Mayor Ryan*

Mayor Ryan presented a plaque to Rosina Smith for their 35 years in business.

3.2 Recognition in Celebration of Women's History Month - *Sponsored by Vice Mayor Lewellen*

Vice Mayor Lewellen introduced the item and presented certificates to all the women leaders of the City.

3.3 Earth Day Beach / Pier Clean-Up - *Sponsored by Commissioner Davis*

Commissioner Davis introduced the item.

There was consensus to close the pier.

4. PROCLAMATIONS

4.1 Women's History Month - March 2024 - *Sponsored by Vice Mayor Lewellen*

Vice Mayor Lewellen read the proclamation into the record.

4.2 Irish American Heritage Month - March 2024 - *Sponsored by Mayor Ryan*

Mayor Ryan read the proclamation into the record.

5. ADMINISTRATIVE REPORTS

5.1 City Manager

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

- State budget funds coming to the City
- Dania After Dark Wine & Seafood Festival and upcoming Festivals for April and May
- I.T. Parker Center
- Covered shade area at Mildred V. Jones Park
- Second addition of the Pioneer Magazine
- Budget for Fiscal Year 24-25
- Citywide Camera Project (last meeting)
- Business card options
 - o The Commission agreed to use option 2A for business cards.
- Ocean Park Marina Management

5.2 City Attorney

City Attorney Boutsis noted that the legislative session is over, and the next step is for the Governor to sign bills. As soon as the bills are signed, she will provide a report and an update on those bills.

5.3 City Clerk - Reminders

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

- March 26, 2024 City Commission Meeting - 7:00 p.m.
- April 8, 2024 Budget Workshop - 4:30 p.m.
- April 9, 2024 CRA Board Meeting - 5:30 p.m.
- April 9, 2024 City Commission Meeting - 7:00 p.m.

6. PUBLIC SAFETY REPORTS

Chief Tarala thanked the city and the Commission for their support with the license plate recognition trailers. He gave an update on recent criminal activity in the city, increased patrols at the beach for spring break, the cleanup of homeless encampments and upcoming traffic enforcement measures for speeding.

Fire Chief Pellecer gave an update on departmental activities including emergency management and attending the Disasters Expo in Miami. He spoke about the Honor Guard visiting the station and training the new firefighters on the proper ways of saluting, standing at attention and marching and turning. He advised the Commission and staff that the Engine Crews are working on Target Hazard Identification and Pre-planning to identify hazards that might present a challenge to them and advised that the Safer Grant application period has opened.

7. CITIZENS' COMMENTS

None.

8. CONSENT AGENDA

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

8.1 Minutes: February 27, 2024 City Commission Meeting

Approved under consent agenda.

8.2 Travel Requests: None.

8.3 RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO ENTER INTO AN AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE RECEIPT OF GRANT FUNDING FOR THE STREETScape BEAUTIFICATION PROJECT ON NW 1ST STREET, FROM BRYAN ROAD TO STATE ROAD 5/US 1, TO PROVIDE FOR FUNDING FOR SIDEWALK, AND ROADWAY IMPROVEMENTS, AS WELL AS PEDESTRIAN AMENITIES IN THE AMOUNT OF THREE HUNDRED SIXTY-THOUSAND TWO HUNDRED SIXTY-FOUR DOLLARS (\$360,264.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

Approved under consent agenda.

8.4 RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, REQUESTING APPROVAL OF A RESOLUTION TO PROCEED WITH THE BID ADVERTISEMENT FOR THE LIFT STATION NO. 11 REHABILITATION PROJECT;

PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.*(Public Services)*

Approved under consent agenda.

8.5 RESOLUTION NO. 2023-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, JOINING WITH THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (“AFSCME”) UNION TO ENTER INTO A MEMORANDUM OF UNDERSTANDING (“MOU”) REGARDING ALLOWING EMPLOYEES TO WORK AT AFTERHOURS SPECIAL EVENTS, AND ESTABLISHING A PROCEDURE FOR THE OFFERING AND ACCEPTING OF SUCH WORK BY EMPLOYEES WITHIN THE BARGAINING UNIT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Human Resources)*

Approved under consent agenda.

8.6 RESOLUTION NO. 2023-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE RENEWAL OF EMERGENCY DEBRIS MONITORING AND FEMA GRANT ADMINISTRATION SERVICES CONTRACTS PURSUANT TO REQUEST FOR PROPOSAL NO. 20-003 FOR PRIMARY, SECONDARY AND TERTIARY SERVICES WITH DEBRIS TECH, LLC, ROSTAN SOLUTIONS, LLC, AND BRENCO EMERGENCY MANAGEMENT, LLC, RESPECTIVELY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

Approved under consent agenda.

8.7 RESOLUTION NO. 2023-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE MODIFICATION NUMBER THREE TO THE SUBGRANT AGREEMENT BETWEEN THE CITY OF DANIA BEACH AND THE STATE OF FLORIDA, DIVISION OF EMERGENCY MANAGEMENT FOR AN INCREASE IN FUNDING FOR THE REHABILITATION OF LIFT STATIONS 1, 2 AND 3 PROJECT; PROVIDING FOR CONFLICTS; FURTHER PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

Approved under consent agenda.

8.8 RESOLUTION NO. 2023-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PURCHASE OF PROFESSIONAL SERVICES FROM RAFTELIS FINANCIAL CONSULTANTS, INC., WITHOUT COMPETITIVE BIDDING

AND WITHOUT ADVERTISEMENT FOR BIDS, UTILIZING THE CITY OF DAYTONA BEACH, FLORIDA GENERAL SERVICES CONTRACT NO. 19632; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Finance)*

Approved under consent agenda.

8.9 RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, DELINEATING THE CITY COMMISSION'S POLICY RELATING TO CODESIGNATION OF STREETS REQUIRING THE CITY COMMISSION TO COVER ALL COSTS OF CODESIGNATION UP TO TEN THOUSAND DOLLARS (\$10,000.00) PER REQUEST; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Commissioner James)*

Approved under consent agenda.

9. **BIDS AND REQUESTS FOR PROPOSALS**

None.

10. **QUASI-JUDICIAL & PUBLIC HEARING ITEMS**

10.1 RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, PROVIDING FOR AN AMENDED BUDGET APPROPRIATION FOR FISCAL YEAR 2023-2024 IN THE WATER UTILITY FUND AND SEWER UTILITY FUND; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Finance)*

City Attorney Boutsis read the title of the ordinance.

Chief Financial Officer Frank DiPaolo introduced the item.

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

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

10.2 *(FIRST READING)*
ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF CITY FUNDS EXCEEDING ONE MILLION DOLLARS (\$1,000,000.00), TO FUND THE HISTORIC RESTORATION OF THE NYBERG-SWANSON HOUSE PROJECT; PROVIDING FOR CODIFICATION,

PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

City Attorney Boutsis read the title of the ordinance.

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

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

10.3 *(FIRST READING)*
ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF CITY FUNDS EXCEEDING ONE MILLION DOLLARS (\$1,000,000.00), WHICH THE ACTUAL PROJECT COST WILL BE DETERMINED AT BID AWARD TO FUND THE BUILDING DEPARTMENT RENOVATION PROJECT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

City Attorney Boutsis read the title of the ordinance.

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

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

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.

11.1 ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTERS 17, ENTITLED “OFFENSES – MISCELLANEOUS” IN ORDER TO AMEND THE CITY'S EXISTING PROHIBITION ON CAMPING TO ENSURE THAT THE PROHIBITION AND ENFORCEMENT MEASURES CONTAINED IN THE CODE COMPLY WITH CONSTITUTIONAL REQUIREMENTS FOR SUCH ORDINANCES AS SET FORTH BY THE UNITED STATES COURT OF APPEALS FOR THE ELEVENTH CIRCUIT IN JOEL V. CITY OF ORLANDO, 232 F.3D 1353 (11TH CIR. 2000); AND UPDATING THE CODE VIOLATIONS RELATING TO CAMPING; REPEALING SECTIONS 17.16 “ARREST AND TRIAL,” 17.15 “VAGRANTS”, AND 17-12.1, “SAME — PROHIBITED GENERALLY”, RELATING TO LOITERING PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Vice Mayor Lewellen)*

City Attorney Boutsis read the title of the ordinance.

City Attorney Boutsis read the title of the ordinance.

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

11.2 ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 16, “VACATION RENTALS”, AT SECTION 16-2, ENTITLED “VACATION RENTALS”; AMENDING SECTION 105-110, ENTITLED “PARKING AND STORAGE OF MOBILE LIVING UNITS”, AND SECTION SEC. 105-140, ENTITLED “RESTRICTIONS ON PARKING COMMERCIAL AND RECREATIONAL VEHICLES IN RESIDENTIAL AREAS” TO CLARIFY THAT MOBILE HOMES OR RECREATIONAL VEHICLES (MOBILE LIVING UNITS) CANNOT BE LEASED FOR SHORT TERM OR LONG TERM RENTALS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; CODIFICATION AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Commissioner James)*

City Attorney Boutsis read the title of the ordinance.

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

11.3 ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 25, ENTITLED “TRAFFIC”, AT ARTICLE III, ENTITLED “PARKING, STOPPING AND STANDING”, DIVISION 1, ENTITLED “GENERALLY”; AT SECTION 25-48, ENTITLED “PARKING NOT TO OBSTRUCT TRAFFIC”; SECTION 25-66, ENTITLED “PARKING PROHIBITED AT CERTAIN LOCATIONS”; TO CLARIFY THAT TRAILERS, MOBILE LIVING UNITS, TRUCK OVER ONE TON IN WEIGHT, OR ANY VESSEL PARKED IMPROPERLY SHALL BE SUBJECT TO A GREATER FINE THAN A PERSONAL VEHICLE; AND RESERVING SECTION 25-79, CURRENTLY ENTITLED “FINES”; PROVIDING FOR CODIFICATION, PROVIDING FOR CODIFICATION, CONFLICTS; SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Vice Mayor Lewellen)*

City Attorney Boutsis read the title of the ordinance.

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

11.4 ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 17, ENTITLED “OFFENSES – MISCELLANEOUS” IN ORDER TO SUBSTANTIALLY MODIFY SECTION 17-11, ENTITLED, “RESERVED TO

PROVIDE FOR REGULATIONS RELATING TO “OBSTRUCTING OF PEDESTRIAN AND VEHICULAR TRAFFIC” IN ORDER TO PROHIBIT SAME; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Vice Mayor Lewellen)*
City Attorney Boutsis read the title of the ordinance.

City Attorney Boutsis read the title of the ordinance.

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

11.5 ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 16, “VACATION RENTALS”, AT SECTION SEC. 16-3. REVOCATION, SUSPENSION OR TRANSFER OF VACATION RENTAL CERTIFICATE,” TO PROVIDE AN ADDITIONAL BASIS FOR REVOCATION OR SUSPENSION, AND TO GENERALLY PROVIDE A CLEAN UP OF THE CODE OF ORDINANCES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; CODIFICATION AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Vice Mayor Lewellen)*

City Attorney Boutsis read the title of the ordinance.

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

11.6 ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 2, ENTITLED “ADMINISTRATION”, ARTICLE III, ENTITLED “SUPPLEMENTAL CODE ENFORCEMENT PROCEDURES; CODE ENFORCEMENT CITATION PROGRAM”, AT SECTION 2-58, ENTITLED “SCHEDULE OF CODE ENFORCEMENT FINES/CIVIL PENALTIES” TO UPDATE THE SCHEDULE OF FINES; AMENDING ARTICLE IV, “CODE ENFORCEMENT”, AT SECTION 2-72, “APPLICABILITY” TO UPDATE THE LIST OF CHAPTERS ENFORCED BY THE SPECIAL MAGISTRATE; PROVIDING FOR CODIFICATION, PROVIDING FOR CODIFICATION, CONFLICTS; SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

City Attorney Boutsis read the title of the ordinance.

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

11.7 ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTERS 5, 17, 20, 21, AND 25 IN ORDER TO AMEND ALL

CITATIONS REFERENCING CERTAIN MONETARY PENALTIES OR IMPRISONMENT TO REFLECT SECTION 1-8 OF THE CITY’S CODE ENTITLED “GENERAL PENALTY; CONTINUING VIOLATIONS; VIOLATION AS PUBLIC NUISANCE”; AND DELETING OBSOLETE PROVISIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (Community Development)

City Attorney Boutsis read the title of the ordinance.

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

12. SECOND READING ORDINANCES

12.1 ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 22, OF THE CITY CODE OF ORDINANCES, WHICH CHAPTER IS ENTITLED “STREETS AND SIDEWALKS” AT ARTICLE I, ENTITLED “IN GENERAL” BY AMENDING SECTION 22-7A IN ORDER TO MODIFY THE PETITION REQUIREMENTS, PROVIDING FOR A PENALTY FOR FALSE PETITIONS; PROVIDING FOR ONE APPLICATION, PER YEAR; AND MODIFYING COST COVERAGE BY PETITIONERS TO HAVE THE CITY COVER THE COSTS ASSOCIATED WITH THE PROCESS AND INSTALLATION OF CODESIGNATION SIGNS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Commissioner James)*

City Attorney Boutsis read the title of the ordinance.

Vice Mayor Lewellen would like to see it be 4/5 votes to be consistent with the others.

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

Commissioner James made a motion to approve the ordinance on second reading. The motion was seconded by Commissioner Davis which carried 4-1 with Vice Mayor Lewellen voting no.

12.2 ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 20, ENTITLED “POLICE” OF THE CITY’S CODE OF ORDINANCES, ARTICLE IV, ENTITLED “WRECKER AND TOWING SERVICES,” TO AMEND AND UPDATE THE TOW TRUCK LIST REQUIREMENTS AND LOCATION OF THE GARAGE TO WITHIN THE CITY LIMITS OF DANIA BEACH; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Mayor Ryan)*

City Attorney Boutsis read the title of the ordinance.

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

Commissioner James made a motion to approve the ordinance on second reading. The motion was seconded by Commissioner Davis which carried 4-1 with Vice Mayor Lewellen voting no.

12.3 ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE REQUEST, MADE BY FRANMAR PROPERTIES OF SOUTH FLORIDA LLC FOR PROPERTY LOCATED AT 2171, 2181, AND 2191 SW 42nd STREET IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT "A", A COPY OF WHICH IS ATTACHED AND INCOPORATE BY REFERENCE INTO THIS ORDINANCE, TO REZONE THE SUBJECT SITE FROM M-2 (GENERAL MANUFACTURING AND INDUSTRIAL, A BROWARD COUNTY ZONING DISTRICT, TO IROM-AA (INDUSTRIAL RESEARCH, OFFICE AND MARINE DISTRICT AND INDUSTRIAL RESEARCH, OFFICE AND MARINE AIRPORT APPROACH DISTRICT) (APPLICATION NO. RZ-081-23), A CITY OF DANIA BEACH ZONING DISTRICT, SUBJECT TO CERTAIN RESTRICTIONS, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

This item was heard after item #12.6.

City Attorney Boutsis read the title of the ordinance and swore in anyone wishing to speak on the item.

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

- David Reich - 4161 SW 42nd Avenue

Commissioner James made a motion to approve the ordinance on second reading. The motion was seconded by Vice Mayor Lewellen which carried 4-0 with Commissioner Salvino absent for the vote.

12.4 ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 28 "LAND DEVELOPMENT CODE"; AT PART 3, "SPECIAL ZONING DISTRICTS"; SUBPART 1 "COMMUNITY REDEVELOPMENT AREA (CRA) FORM-BASED ZONING DISTRICTS" TO PROVIDE SPECIFIC REGULATIONS FOR THE 4,000 RAC UNITS AUTHORIZED BY BROWARD COUNTY TO BE ALLOCATED TO THE CRA FORM BASED CODE ZONING DISTRICT THROUGH THE CITY'S COMPREHENSIVE PLAN AMENDMENT TO BE ADOPTED IN DECEMBER 2023, TO PROVIDE FOR A SPECIFIC FORM BASED REGULATION FOR THE 4,000 NEW RAC UNITS; AND PROVIDING FOR A VESTING OF THE 2010 RAC UNITS APPROVED UNDER ORDINANCE NO. 2010-007 (ADOPTED ON 9/28/10) UNDER THE

REGULATIONS OF THIS SUBPART AS THEY EXISTED IN SUPPLEMENT 154 OF THE DANIA BEACH CODE OF ORDINANCES, DATED NOVEMBER 30, 2022, PUBLISHED BY MUNICIPAL CODE CORPORATION; AND SPECIFICALLY AMENDING THE CRA FORM BASED CODE FOR THE 4,000 UNITS TO ELIMINATE INCENTIVES PROVIDE FOR MANDATORY GREEN CODE REQUIREMENTS AND CLARIFICATIONS, INCLUDING THE FOLLOWING REVISIONS: AMENDING 300-30, ENTITLED “HOW TO DETERMINE THE BUILDABLE AREA OF A LOT, ALLOWABLE DENSITY AND BUILDING HEIGHT”; AMENDING SECTION 300-60, ENTITLED “OTHER DEVELOPMENT REGULATIONS”; AMENDING SECTION 300-80, ENTITLED “INTENT”; AMENDING SECTION 301-20, ENTITLED “APPLICABILITY”; AMENDING SECTION 301-40, ENTITLED “SITE PLAN PROCEDURES”; AMENDING SECTION 301-50, ENTITLED “VARIATIONS IN DESIGN; PROCEDURE FOR REVIEW OF DESIGN VARIATIONS”; AMENDING ARTICLE 303, ENTITLED “DISTRICT DEVELOPMENT STANDARDS”; AMENDING SECTION 303-30, ENTITLED “ILLUSTRATED DEVELOPMENT STANDARD DEFINITIONS; INTERPRETATION”; AMENDING THE FOLLOWING SECTIONS: 303-40, ENTITLED “CITY CENTER (CC) DISTRICT”; SECTION 303-50, ENTITLED “NBHD-MU, NEIGHBORHOOD MIXED-USE DISTRICT”; SECTION 303-60, ENTITLED “EDBB-MU, EAST DANIA BEACH BOULEVARD MIXED-USE DISTRICT”; SECTION 303-70, ENTITLED “GTWY-MU, BEACH GATEWAY MIXED-USE DISTRICT”; SECTION 303-80, ENTITLED “SFED-MU, SOUTH FEDERAL HIGHWAY CORRIDOR MIXED-USE DISTRICT”; SECTION 303-90, ENTITLED “NBHD-RES, NEIGHBORHOOD RESIDENTIAL DISTRICT”; SECTION 303-100, ENTITLED “MARINE DISTRICT”; ARTICLE 304, ENTITLED “BUILDING HEIGHT AND TRANSITION REGULATIONS”; AT SECTIONS 304-10, ENTITLED “GENERALLY”; SECTION 304-20, ENTITLED “RULES OF HEIGHT TRANSITION FROM RESIDENTIAL ZONING DISTRICTS”; STRIKING SECTION 304-30, ENTITLED “RULES OF HEIGHT TRANSITION ADJACENT TO FEC RAILROAD CORRIDOR”; RENAMING ARTICLE 305 FROM “INCENTIVES” TO “SUSTAINABLE BUILDING REQUIREMENTS”; STRIKING SECTION 305-10 “APPLICABILITY”; STRIKING SECTION 305-20 ENTITLED “SCHEDULE OF INCENTIVES”; STRIKING SECTION 305-30 ENTITLED “INCENTIVES FOR PROVIDING PUBLIC OPEN SPACE”; STRIKING SECTION 305-40, ENTITLED “INCENTIVES FOR PROVIDING ATTAINABLE HOUSING”; STRIKING SECTION 305-50, ENTITLED “SUSTAINABLE BUILDING PRACTICES”; CREATING A NEW SECTION 305-10 ENTITLED “APPLICABILITY”; CREATING A NEW SECTION 305-20 ENTITLED “GREEN BUILDING; GREEN BUILDING PRACTICES”; CREATING A NEW SECTION 305-30, ENTITLED “THIRD PARTY CERTIFICATION REQUIRED”; STRIKING SECTION 305-60 ENTITLED “PROVIDE PUBLIC PARKING”; STRIKING SECTION 305-70 ENTITLED “INCENTIVES FOR PUBLIC PARKS”; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS”; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

City Attorney Boutsis read the title of the ordinance and commented that a new map has been provided to the Commission on the dais and read the proposed amendment into the record as follows:

(D) No variances as to the height restrictions or density shall be authorized.

(E) Utilizing of the 4,000 RAC units from the Comprehensive Plan must be in accordance with the allocation designated by use [Single-Family or Multi-Family], unless the City Commission,

after notice pursuant to Section 610.20, of the Land Development Regulations, holds a public hearing, to authorize a reallocation of the RAC units, by a 4/5 vote of the City Commission.

(F) Of the 15% RAC units approved in 2024 in the City's Comprehensive Plan, which are to be designated for affordable housing, the entire 15% of RAC units shall be used for low or very low-income housing purposes (80% AMI or lower).

Deputy Director of Community Development Corinne Lajoie introduced the item.

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

- Kimberly Ford - 22 SW 5th Avenue
- Kathryn Wilkins Christopher – 55 SW 14th Street
- Jay Turner – 402 Industrial Lane
- Dennis Mele – 200 E Broward Blvd. #1800
- Edwin J. Stacker – 201 E Las Olas Blvd.

Vice Mayor Lewellen commented that the work that went into this was significant. RAC units were running out and there have been changes on the zoning codes. She has concerns about it changing it.

City Attorney Boutsis clarified that the City is not taking property right; this is the new code for the new units. The City is not taking away any of the height or density that they currently have.

Commissioner James made a motion to approve the ordinance on second reading with the proposed amendments. The motion was seconded by Commissioner Davis which carried 5-0 on roll call vote.

12.5 ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 28, "LAND DEVELOPMENT REGULATIONS", OF THE CITY CODE OF ORDINANCES, CREATING ARTICLE 206, "GREEN BUILDING DESIGN STANDARDS", AND CREATING SECTIONS 206.10 THROUGH 206.90, IMPLEMENTING THE GREEN BUILDING STANDARDS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.
(Community Development)

City Attorney Boutsis read the title of the ordinance.

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

Commissioner James made a motion to continue the item to the April 9, 2024 Commission meeting. The motion was seconded by Commissioner Salvino which carried unanimously on voice vote.

12.6 ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, SPECIFICALLY AMENDING A PORTION OF THE CITY OF DANIA BEACH FUTURE LAND USE MAP AS A SMALL-SCALE AMENDMENT; CHANGING THE FUTURE LAND USE DESIGNATION ON PROPERTY LOCATED BETWEEN RAVENSWOOD ROAD AND SW 22ND AVENUE NORTH OF SW 42ND STREET, AS LEGALLY DESCRIBED IN EXHIBIT “A”, WHICH CONSISTS OF APPROXIMATELY 0.51 ACRES, CHANGING THE CURRENT FUTURE LAND USE DESIGNATION FROM (BROWARD COUNTY) COMMERCE CATEGORY TO (CITY) INDUSTRIAL CATEGORY; AND CHANGING THE FUTURE LAND USE DESIGNATION FROM (CITY OF HOLLYWOOD) RECREATION AND OPEN SPACE CATEGORY TO (CITY) PARKS AND RECREATION CATEGORY ON PROPERTY AS LEGALLY DESCRIBED IN EXHIBIT “B”, WHICH CONSISTS OF APPROXIMATELY 0.204 ACRES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. *(Community Development)*

This item was heard after item #12.2.

City Attorney Boutsis read the title of the ordinance and swore in anyone wishing to speak on the item.

Deputy Director of Community Development Corinne Lajoie introduced the item.

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

- David Reich - 4161 SW 42nd Avenue
- Leigh Kerr - 808 E Las Olas

Vice Mayor Lewellen made a motion to approve the ordinance on second reading. The motion was seconded by Commissioner James which carried 4-1 with Commissioner Davis voting no.

12.7 ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING THE TEXT OF THE FUTURE LAND USE ELEMENT OF THE DANIA BEACH COMPREHENSIVE PLAN TO AMEND THE REGIONAL ACTIVITY CENTER (“RAC”) LAND USE CLASSIFICATION AS DESCRIBED IN EXHIBIT “A” ATTACHED TO THIS ORDINANCE, BY REDUCING ACREAGE FOR COMMERCIAL AND INCREASING RESIDENTIAL USES; PROVIDING FOR TRANSMITTAL TO THE BROWARD COUNTY PLANNING COUNCIL AND STATE AGENCIES; PROVIDING FOR ADOPTION PURSUANT TO SECTION 163.3184, FLORIDA STATUTES; REQUESTING RECERTIFICATION FROM THE BROWARD COUNTY PLANNING COUNCIL; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

This item was heard after item #12.3.

City Attorney Boutsis read the title of the ordinance. She clarified that the revised ordinance is on the dais for the Commission as well as a diagram and language clarification.

Deputy Director of Community Development Corinne Lajoie introduced the item.

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

Commissioner James would like to see an additional gatekeeping measure. She would like to amend the second part of the ordinance to read, utilization of the 4,000 rack units for the comprehensive plan must be in accordance with the allocation designated by single family or multifamily unless the city commission after notice pursuant to Section 610.20 of the Land Development Regulations holds a public hearing to authorize a reallocation of the rack units by a super majority vote of the commission, which is a 4/5 vote. She would also ask that 15% total be low-income units at the 80% AMI level. After discussion that would be her motion and amendment.

Commissioner Davis feels that 4,000 is too high. She would like to address how the 4,000 units will be managed.

Discussion ensued regarding the 4,000 units and how they will be managed.

City Attorney Boutsis suggested that Commissioner James' amendments go on the next ordinance, item 12.4 for the Land Development Code, Section 300-30 and not this one so it does not have to go back to the State for review.

Vice Mayor Lewellen made a motion to approve the ordinance as is on second reading. The motion was seconded by Commissioner Salvino which carried 3-2 with Commissioner Salvino, Vice Mayor Lewellen and Mayor Ryan voting yes and Commissioner Davis and Commissioner James voting no.

12.8 ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 12, ENTITLED, "FLOOD DAMAGE PREVENTION" OF THE CITY'S CODE OF ORDINANCES IN ORDER TO AMEND THE ELEVATION REQUIREMENTS FOR ALL NEW AND SUBSTANTIALLY IMPROVED RESIDENTIAL AND NON-RESIDENTIAL BUILDINGS, STRUCTURES, MANUFACTURED HOMES AND FOR OTHER PURPOSES; AND ADOPTING TECHNICAL AMENDMENTS TO THE FLORIDA BUILDING CODE; PROVIDING FOR SEVERABILITY, CODIFICATION; PROVIDING FOR CONFLICTS; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

City Attorney Boutsis read the title of the ordinance.

Director of Community Development Eleanor Norena introduced the item.

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

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

13. DISCUSSION AND POSSIBLE ACTION

13.1 C. W. Thomas Gymnasium Dedication - Sponsored by Commissioner Salvino

Commissioner Salvino introduced the item.

Commissioner Davis expressed her concerns on dedicating things to people who are still living.

Commissioner James thanked Commissioner Salvino and those involved for the proposed recognition.

There was consensus to move forward.

13.2 RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING PARTICIPATION IN LITIGATION SEEKING A DECLARATION THAT THE PROVISIONS OF SECTION 112.144(1)(d), FLORIDA STATUTES, THAT REQUIRE MUNICIPAL ELECTED OFFICIALS TO FILE FORM 6 FINANCIAL DISCLOSURE FORMS IS UNCONSTITUTIONAL AND INVALID PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Commissioner James)*

City Attorney Boutsis provided some information on the item and answered questions from the Commission.

Commissioner James made a motion to approve the resolution. Vice Mayor Lewellen seconded the motion which carried unanimously.

14. APPOINTMENTS

None.

15. COMMISSION COMMENTS

15.1 Commissioner Davis

Commissioner Davis thanked the Commission for working together and commented that she just returned from a conference in Washinton D.C. for the National League of Cities. She attended a lot of great sessions and will be reaching out to Captain Tarala about some new technology that she would like to bring back to the city. She wished a happy Women's History Month to all.

15.2 Commissioner James

Commissioner James commented that she enjoyed her time at the Seafood and Wine Festival, and she sees it growing, the city will need to ensure we have an adequate amount of space as it expands. She requested permission for a proclamation for the Collins 65th Anniversary Celebration. Consensus was received. She noted there will be two community meetings with the School Board of Broward County and she would like to give the community an opportunity to have a town hall.

15.3 Commissioner Salvino

Commissioner Salvino spoke about the amendment brought forward tonight and noted he feels a sense of accomplishment. He commended Parks & Recreation and Administration on the Seafood and Wine Festival and noted that people outside the community are speaking about the city's events.

15.4 Vice-Mayor Lewellen

Vice Mayor Lewellen congratulated city staff for the work that was put in for the Ordinance to get passed tonight. She commented on the Seafood and Wine Festival and said everyone was really happy with the event.

15.5 Mayor Ryan

Mayor Ryan spoke about being a member of the Solid Waste Executive Committee and the hiring of a new executive director, who he plans to introduce at a future meeting to give the city an update on Solid Waste throughout the County. He met with Oasis Marine, the City's new partnership handling North Beach Park Marina. It was a productive meeting, and he is looking forward to them improving the marina. He spoke about Tyley Huntley Day and thanked him for giving back to the community. He wished everyone a Happy St. Patrick's Day.

16. ADJOURNMENT

Mayor Ryan adjourned the meeting at 9:57 p.m.

ATTEST:

CITY OF DANIA BEACH

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

Approved:



MINUTES OF REGULAR MEETING
DANIA BEACH CITY COMMISSION
TUESDAY, MARCH 26, 2024 – 7:00 P.M.

1. CALL TO ORDER/ROLL CALL

Mayor Ryan called the meeting to order at 7:01 p.m.

Present:

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

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

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

3. PRESENTATIONS AND SPECIAL EVENT APPROVALS

- 3.1 Broward County Public Schools - School Board Member Daniel Foganholi - The Future of our Schools - *Sponsored by Commissioner James*

Commissioner James reminded everyone of two upcoming community meetings to discuss the future of our schools:

April 10, 2024 – 6:00 p.m.	Attucks Middle School
April 15, 2024 – 6:00 p.m.	Collins Elementary School

School Board Member Daniel Foganholi spoke and provided the Commission with updates on the schools in our community. Principal Janet Giancarli from Olsen Middle School spoke about the achievements made at Olsen Middle School.

- 3.2 Mayor Frank C. Ortis, City of Pembroke Pines - *Sponsored by Vice Mayor Lewellen*

Vice Mayor Lewellen commented that Mayor Ortis is unable to attend tonight. This item will be on the next agenda.

3.3 FCCMA Honoring Dania Beach: Celebrating 75 Years of Commission-Manager Governance - *City Manager's Office*

Sarah Hannah Spurlock presented a certificate to the city for their 75 years of Commission-Manager form of governance.

3.4 Stormwater Revenue Sufficiency and Discussion on Capital Funding - *Finance/Raftelis Financial Consultants*

Chief Financial Officer Frank DiPaolo introduced the item and Raftelis Financial Consultants provided a presentation on the stormwater rate study.

There was consensus to move forward with the analysis.

3.5 Special Event Application - Lauren's Kid's "Walk in My Shoes" - *Parks and Recreation*

City Manager Garcia commented that this has been reviewed and approved by all departments.

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

3.6 Special Event Application - Florida Mega Market - *Parks and Recreation*

City Manager Garcia commented that this has been reviewed and approved by all departments.

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

3.7 Request for Proclamation Approval - National Autism Acceptance Month - Presentation to Dan Marino Foundation - April 7, 2024 - *Sponsored by Commissioner Davis*

City Manager Garcia commented that this has been reviewed and approved by all departments.

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

3.8 Retroactive Approval of Proclamation - Expression of Sympathy for Deborah Simmons - *Sponsored by Commissioner James*

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

4. PROCLAMATIONS

4.1 Government Finance and Procurement Professionals Month- March 2024 - *Finance*

Mayor Ryan read the proclamation into the record.

4.2 Dania Beach Improvement Committee - 60th Anniversary - *Sponsored by Mayor Ryan*

Mayor Ryan read the proclamation into the record.

5. ADMINISTRATIVE REPORTS

5.1 City Manager

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

- Dania Cut-off Canal Resilience Project Grant
- Dania After Dark on April 13th – Blues and BBQ
- Exploring two additional floors for the parking garage
- Construction at Lucky Fish is moving along
- Mars Pet Care certified City for pets until 2027
- Employee annual report created by the Human Resources Department
- CW Thomas Park
- Schedule of time and costs for relocating the A.C. Frost House

There was consensus to move forward with CW Thomas Park.

5.2 City Attorney

City Attorney Boutsis informed the Commission that the Form 6 lawsuit has been filed and gave an update on the ongoing Code Compliance investigation of the Assisted Living Facility.

5.3 City Clerk - Reminders

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

- April 8, 2024 Budget Workshop Meeting – 4:30 p.m.
- April 9, 2024 CRA Board Meeting – 5:30 p.m.
- April 9, 2024 City Commission Meeting – 7:00 p.m.

6. PUBLIC SAFETY REPORTS

Lieutenant Cooper gave an update on recent criminal activity in the city to include the arrest of a first-degree murder suspect and provided an update on a homeless outreach situation that resulted in a positive outcome. She noted that two new deputies will be graduating from the academy tomorrow and after additional training, will be coming to Dania Beach. She introduced the nightshift supervisor, Sgt. Hernandez, to the Commission and staff.

Fire Chief Pellecer gave an update on call volumes and spoke about the car seat installation training program that is being held at the station. He noted that the fire fighters have been training at the City of Hollywood Fire Academy with the new recruits and asked for the Commissions support on Consent Agenda item 8.5 – “Safer” Grant and thanked them for always supporting the fire department.

7. CITIZENS’ COMMENTS

The following spoke under citizens’ comments:

- Michael Sartin – 1746 SW 3rd St.
- Derrick Hankerson – 746 SW 3rd St.
- Robert Hewitt – 2757 SW 46 Ct.
- Raline Paper – 280 SE 7th St.
- Linda Wilson – 1547 Adams St.
- Ted Kay – 355 SW 2nd Ave.
- Joanna Granett – 450 SE 7th St.
- Kathy Kay – 355 SW 2nd Ave.

8. CONSENT AGENDA

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

8.1 Minutes: None.

8.2 Travel Requests: None.

8.3 RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PURCHASE OF FIVE FORD VEHICLES AND TWO GENERATORS FOR PARKS AND RECREATION DEPARTMENT AND STREETS, GROUNDS AND SEWER DIVISIONS IN AN AMOUNT NOT TO EXCEED THREE HUNDRED FIFTY TWO THOUSAND FIFTY FOUR DOLLARS AND FIFTY TWO CENTS (\$352,054.52) FROM BOZARD FORD AND GENSET SERVICES, WITHOUT COMPETITIVE BIDDING AND WITHOUT ADVERTISEMENT FOR BIDS, BY UTILIZING THE PRICING UNDER THE FLORIDA SHERIFFS ASSOCIATION (“FSA”) CONTRACT FSA23-VEL31.0 AND SOURCEWELL CONTRACT NUMBER 092222GNR; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

Approved under consent agenda.

8.4 RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY’S APPLICATION TO THE FLORIDA INLAND

NAVIGATION DISTRICT IN THE AMOUNT OF SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000.00), TO PROVIDE FUNDING FOR THE GRIFFIN MARINE PARK BOAT RAMP AND DOCK REPLACEMENT PROJECT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.(Public Services)

Approved under consent agenda.

8.5 RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO APPLY FOR A FEDERAL EMERGENCY MANAGEMENT AGENCY (“FEMA”) “SAFER” GRANT TO COVER 2023 STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE PERSONNEL COSTS; AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE THE APPLICATION; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.(Public Services & BSO Fire Department)

Approved under consent agenda.

8.6 RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH,FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE THE 49th YEAR COMMUNITY DEVELOPMENT BLOCK GRANT (“CDBG”) AGREEMENT BETWEEN THE CITY OF DANIA BEACH AND THE BROWARD COUNTY HOUSING FINANCE DIVISION FOR THE DIVISION TO PROVIDE AND ADMINISTER A GRANT IN THE AMOUNT OF ONE HUNDRED SEVENTY-SEVEN THOUSAND THREE HUNDRED SEVENTY-FOUR DOLLARS (\$177,374.00), AND TO AUTHORIZE THE CITY’S PUBLIC SERVICES DEPARTMENT TO PROCEED WITH THE BID ADVERTISEMENT FOR THE CDBG YEAR 49, FOR THE NORTHWEST OASIS NEIGHBORHOOD IMPROVEMENT PROGRAM PROJECT PHASE XVI; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.(Public Services)

Approved under consent agenda.

9. BIDS AND REQUESTS FOR PROPOSALS

9.1 RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF INVITATION TO BID (“ITB”) NO. 23-023 “BUILDING DEPARTMENT RENOVATION PROJECT” TO S3S CONSTRUCTION INC. IN AN AMOUNT NOT TO EXCEED ONE MILLION TWO HUNDRED FIFTY THOUSAND THREE HUNDRED NINETY-THREE DOLLARS (\$1,250,393.00) AND TO AMEND THE BUILDING FUND AND FACILITIES MAINTENANCE FUND TOTAL BUDGET APPROPRIATIONS; 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 James a motion to approve the resolution. The motion was seconded by Vice Mayor Lewellen which carried unanimously on voice vote with Commissioner Davis absent for the vote.

9.2 RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF INVITATION TO BID (“ITB”) NO. 23-010, ENTITLED “REHABILITATION OF LIFT STATIONS 1,2 AND 3 (RE-BID)” PROJECT TO DAVID MANCINI AND SONS, INC., IN AN AMOUNT NOT TO EXCEED NINE MILLION SEVEN HUNDRED SEVENTY-FOUR THOUSAND FIVE HUNDRED NINETY-FIVE DOLLARS (\$9,774,595.00) PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

This item was heard after agenda item 12.2.

City Attorney Boutsis read the title of the resolution.

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

9.3 RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, AUTHORIZING THE AWARD OF INVITATION TO BID NO. 23-025 “HISTORIC RESTORATION OF THE NYBERG-SWANSON HOUSE” TO PERSONS SERVICES CORP. FOR HISTORIC RESTORATION AND REPAIRS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

City Attorney Boutsis read the title of the resolution.

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

10. QUASI-JUDICIAL & PUBLIC HEARING ITEMS

10.1 RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE SITE PLAN (SP-075-23), AND VARIANCES (VA-090-23, VA-091-23) SUBMITTED BY ABC RENTALS, INC FOR THE PROPERTY LOCATED AT

2849 RAVENSWOOD ROAD IN THE CITY OF DANIA BEACH, PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (Community Development)

City Attorney Boutsis read the title of the resolution and swore in anyone speaking on the item.

Planning and Zoning Manager Viviana Batista introduced the item.

City Attorney Boutsis asked for any disclosures and there were none.

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

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

10.2 RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE “ABC RENTALS” PLAT (PL-086-23) SUBMITTED BY THE OWNER, ABC RENTALS, LLC FOR A PROPERTY LOCATED AT 2849 RAVENSWOOD ROAD IN THE CITY OF DANIA BEACH, PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (Community Development)

This item was heard with agenda item 10.1.

City Attorney Boutsis read the title of the resolution and swore in anyone speaking on the item.

Planning and Zoning Manager Viviana Batista introduced the item.

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

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

10.3 RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE REQUEST FOR A WAIVER (OT-001-24) FROM THE ONE THOUSAND (1,000) FOOT DISTANCE SEPARATION REQUIREMENT PERTAINING TO THE SALE OF ALCOHOLIC BEVERAGES, SUBMITTED BY THE APPLICANT, PEARL BEN YORAM AND MOR BEN YORAM OF MAVERICK LIQUORS LLC, FOR THE PROPERTY LOCATED AT 4501 STIRLING ROAD, WITHIN THE CITY OF DANIA BEACH, FLORIDA, PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (Community Development)

City Attorney Boutsis read the title of the resolution and informed the Commission that Community Development is requesting to continue this item so that proper outreach can be done by the applicant.

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

Vice Mayor Lewellen made a motion to continue the item to the April 9, 2024, Commission meeting. The motion was seconded by Commissioner James which carried unanimously on voice vote.

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.

11.1 ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING ORDINANCE 2022-010 AUTHORIZING THE EXPENDITURE OF CITY FUNDS EXCEEDING ONE MILLION DOLLARS (\$1,000,000.00), WHICH EXPENDITURE WAS PROPOSED TO NOT TO EXCEED THE PROJECT ESTIMATE OF EIGHTEEN MILLION ONE HUNDRED THOUSAND DOLLARS (\$18,100,000.00); TO NOW REFLECT AN EXPENDITURE EXCEEDING \$18,100,000.00 DUE TO THE INFLATION OF SUPPLIES, EQUIPMENT AND SERVICES SINCE THE ORGINAL PROJECT ESTIMATE IN 2019 WHICH EXCEEDS THE MONETARY COST ESTIMATE FROM ORDINANCE 2022-010, TO FUND BID RFQ NO. 2021-024 “CONSTRUCTION MANAGEMENT AT RISK SERVICES” FOR C.W. THOMAS PARK IMPROVEMENTS; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Parks & Recreation)*

City Attorney Boutsis read the title of the ordinance.

Commissioner James a motion to approve the ordinance on first reading. The motion was seconded by Commissioner Davis which carried unanimously on voice vote.

11.2 ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 28, “LAND DEVELOPMENT REGULATIONS”, OF THE CITY CODE OF ORDINANCES, AT ARTICLE 265, “OFFSITE PARKING REQUIREMENTS”, TO CREATE SECTIONS 265-185 THROUGH 265-189 RELATING TO ELECTRIC VEHICLE CHARGING STATION REQUIREMENTS AND AS A PERMITTED USE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE *(Community Development)*

City Attorney Boutsis read the title of the ordinance.

Director of Community Development Eleanor Norena introduced the item and answered questions from the Commission.

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

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

12. SECOND READING ORDINANCES

12.1 ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF CITY FUNDS EXCEEDING ONE MILLION DOLLARS (\$1,000,000.00), WHICH THE ACTUAL PROJECT COST WILL BE DETERMINED AT BID AWARD TO FUND THE BUILDING DEPARTMENT RENOVATION PROJECT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (Community Development)

This item was heard after agenda item 9.1.

City Attorney Boutsis read the title of the ordinance.

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

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

12.2 ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF CITY FUNDS EXCEEDING ONE MILLION DOLLARS (\$1,000,000.00), TO FUND THE HISTORIC RESTORATION OF THE NYBERG-SWANSON HOUSE PROJECT; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (Public Services)

This item was heard after agenda item 12.1.

City Attorney Boutsis read the title of the ordinance.

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

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

12.3 ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 17, ENTITLED “OFFENSES – MISCELLANEOUS” IN ORDER TO AMEND THE CITY’S EXISTING PROHIBITION ON CAMPING TO ENSURE THAT THE PROHIBITION AND ENFORCEMENT MEASURES CONTAINED IN THE CODE COMPLY WITH CONSTITUTIONAL REQUIREMENTS FOR SUCH ORDINANCES AS SET FORTH BY THE UNITED STATES COURT OF APPEALS FOR THE ELEVENTH CIRCUIT IN JOEL V. CITY OF ORLANDO, 232 F.3D 1353 (11TH CIR. 2000); AND UPDATING THE CODE VIOLATIONS RELATING TO CAMPING; REPEALING SECTIONS 17.16 “ARREST AND TRIAL,” 17.15 “VAGRANTS”, AND 17-12.1, “SAME — PROHIBITED GENERALLY”, RELATING TO LOITERING PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (Sponsored by Vice Mayor Lewellen)

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

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

Vice Mayor Lewellen a motion to approve the ordinance on second reading. The motion was seconded by Commissioner Davis which carried unanimously on voice vote with Commissioner James absent for the vote.

12.4 ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 16, “VACATION RENTALS”, AT SECTION 16-2, ENTITLED “VACATION RENTALS”; AMENDING SECTION 105-110, ENTITLED “PARKING AND STORAGE OF MOBILE LIVING UNITS”, AND SECTION SEC. 105-140, ENTITLED “RESTRICTIONS ON PARKING COMMERCIAL AND RECREATIONAL VEHICLES IN RESIDENTIAL AREAS” TO CLARIFY THAT MOBILE HOMES OR RECREATIONAL VEHICLES (MOBILE LIVING UNITS) CANNOT BE LEASED FOR SHORT TERM OR LONG TERM RENTALS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; CODIFICATION AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (*Sponsored by Commissioner James*)

City Attorney Boutsis read the title of the ordinance and provided a brief explanation of the item.

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

Vice Mayor Lewellen a motion to approve the ordinance on second reading. The motion was seconded by Commissioner Salvino which carried unanimously on voice vote with Commissioner James absent for the vote.

12.5 ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 25, ENTITLED “TRAFFIC”, AT ARTICLE III, ENTITLED “PARKING, STOPPING AND STANDING”, DIVISION 1, ENTITLED “GENERALLY”; AT SECTION 25-48, ENTITLED “ PARKING NOT TO OBSTRUCT TRAFFIC”; SECTION 25-66, ENTITLED “PARKING PROHIBITED AT CERTAIN LOCATIONS”; TO CLARIFY THAT TRAILERS, MOBILE LIVING UNITS, TRUCK OVER ONE TON IN WEIGHT, OR ANY VESSEL PARKED IMPROPERLY SHALL BE SUBJECT TO A GREATER FINE THAN A PERSONAL VEHICLE; AND RESERVING SECTION 25-79, CURRENTLY ENTITLED “FINES”; PROVIDING FOR CODIFICATION, PROVIDING FOR CODIFICATION, CONFLICTS; SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Vice Mayor Lewellen)*

City Attorney Boutsis read the title of the ordinance and provided a brief explanation of the item.

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

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

12.6 (WITHDRAWN from Second Reading)
ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 17, ENTITLED “OFFENSES – MISCELLANEOUS” IN ORDER TO SUBSTANTIALLY MODIFY SECTION 17-11, ENTITLED, “RESERVED TO PROVIDE FOR REGULATIONS RELATING TO “OBSTRUCTING OF PEDESTRIAN AND VEHICULAR TRAFFIC” IN ORDER TO PROHIBIT SAME; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Vice Mayor Lewellen)*

This item was withdrawn from the agenda.

12.7 ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 16, “VACATION RENTALS”, AT SECTION 16-3. REVOCATION, SUSPENSION OR TRANSFER OF VACATION RENTAL CERTIFICATE,” TO PROVIDE AN ADDITIONAL BASIS FOR REVOCATION OR SUSPENSION, AND TO GENERALLY PROVIDE A CLEAN UP OF THE CODE OF ORDINANCES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; CODIFICATION AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Vice Mayor Lewellen)*

City Attorney Boutsis read the title of the ordinance and provided a brief explanation of the item.

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

Commissioner James expressed her concern for repeat violations from vacation rentals and City Attorney Boutsis responded that she will work with Community Development on providing the information to the Manager for review.

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

12.8 ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 2, ENTITLED “ADMINISTRATION”, ARTICLE III, ENTITLED “SUPPLEMENTAL CODE ENFORCEMENT PROCEDURES; CODE ENFORCEMENT CITATION PROGRAM”, AT SECTION 2-58, ENTITLED “SCHEDULE OF CODE ENFORCEMENT FINES/CIVIL PENALTIES” TO UPDATE THE SCHEDULE OF FINES; AMENDING ARTICLE IV, “CODE ENFORCEMENT”, AT SECTION 2-72, “APPLICABILITY” TO UPDATE THE LIST OF CHAPTERS ENFORCED BY THE SPECIAL MAGISTRATE; PROVIDING FOR CODIFICATION, PROVIDING FOR CODIFICATION, CONFLICTS; SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

City Attorney Boutsis read the title of the ordinance.

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

Vice Mayor Lewellen a motion to approve the ordinance on second reading. The motion was seconded by Commissioner Davis which carried unanimously on voice vote.

12.9 ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTERS 5, 17, 20, 21, AND 25 IN ORDER TO AMEND ALL CITATIONS REFERENCING CERTAIN MONETARY PENALTIES OR IMPRISONMENT TO REFLECT SECTION 1-8 OF THE CITY’S CODE ENTITLED “GENERAL PENALTY; CONTINUING VIOLATIONS; VIOLATION AS PUBLIC NUISANCE”; AND DELETING OBSOLETE PROVISIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

City Attorney Boutsis read the title of the ordinance and provided a brief explanation of the item.

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

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

13. DISCUSSION AND POSSIBLE ACTION

13.1 Appointment of Director, Alternate and Second Alternate for Broward League of Cities Board of Directors

Commissioner Davis commented that she would like to continue her role as Director.

Vice Mayor Lewellen nominated Commissioner Davis as Director. There was consensus for the nomination.

Commissioner James nominated Vice Mayor Lewellen as an Alternate and Mayor Ryan as second alternate. There was consensus for the nomination.

13.2 158 Federal Highway - Discussion and Possible Action to Designate the Structure Historic with Broward County - Sponsored by Mayor Ryan

Mayor Ryan explained that the city can apply to designate the structure as historic with the County.

Commissioner Salvino commented on raising funds to get the house relocated, the future location of the house and finding grants and funding to assist with this project.

Mayor Ryan feels that there is a lot of support from the community, and they have already received a \$6,000 donation from those who attended the meeting tonight and he feels that the City and Commission can assist in preserving the history of the city.

Vice Mayor Lewellen expressed her concern for the two possible locations of Frost Park and next to the Women's Club. She is happy that the City was able to get more time and is happy to assist with fundraising, but she is also concerned that this property is not the City's. The house is on a property that is not the City's and if the City goes through the process of having it declared historical, it will change the value of the property. The property owner has already indicated they were trying to sell the property and that causes her to have legal concerns.

City Attorney Boutsis said she has spoken to the mayor about this, and Bert J. Harris would be something to be concerned about in this location. It may be prudent to wait until the city has gathered the money and is able to move it before doing the designation.

Discussion continued amongst the Commission and there was consensus to enter into an agreement to not demolish the home until the end of the year.

City Manager Garcia suggested staff will bring back some additional location options at the May meeting and the Commission agreed.

Joanna Granett – 450 SE 7th St, commented about meeting Mr. Giordano at another event and she spoke to him about the AC Frost house and putting it into a plan.

13.3 Request to Use City Seal on Uniform vs. City Logo

Mayor Ryan commented that he would like the seal on shirts instead of the City logo.

After some discussion on the branding guidelines and use of the City seal and logo, there was no action on this item.

14. APPOINTMENTS

None.

15. COMMISSION COMMENTS

15.1 Commissioner Davis

Commissioner Davis spoke about the updates at Olsen Middle School and is requesting consensus from the commission to utilize \$4,500.00 of commission contingency funds for their promotional ceremony. Commission consensus was received. She is also requesting to utilize \$250.00 of her personal contingency funds to cover the cost of the 8th grade field trip for one of the less fortunate students. Commission consensus was received.

15.2 Commissioner James

Commissioner James spoke about attending the Iftar dinner with her colleagues and learning about different traditions and cultures. She said she listened to the workshops held by Broward County Public Schools and urged the Commission and community to advocate for our schools in Dania Beach. She attended a wreath making class held at C.W. Thomas Park and is requesting the Parks staff to add those events on the Commissioners calendars so that they may stop by and be a part of the events. She wished everyone a Happy Easter.

15.3 Commissioner Salvino

Commissioner Salvino requested to utilize \$500.00 of personal contingency funds to assist the Prestige Club with providing special popcorn for the Collins Elementary 65th Anniversary. Commission consensus was received.

15.4 Vice-Mayor Lewellen

Vice Mayor Lewellen thanked her colleagues for passing the Ordinances that she sponsored and commended City Attorney Boutsis for her assistance. She spoke about the Homeless Outreach story that Lieutenant Cooper brought forward tonight and gave kudos to the Homeless Outreach Team for everything they have done. She attended the Collins Elementary Parade and had a lot of fun. She acknowledged City Manager Garcia for her 5 years of service to the City. She requested to utilize \$3,000.00 of her personal contingency funds to pay for the fees for the Coast Guard Auxiliary to host boat safety classes at Frost Park. Commission consensus was received. She wished everyone a Happy Easter.

15.5 Mayor Ryan

Mayor Ryan said Go Olsen Vikings, Go Dania Beach Dolphins, Go Collins Tigers, and he wished everyone a Happy Easter.

16. ADJOURNMENT

Mayor Ryan adjourned the meeting at 10:20 p.m.

ATTEST:

CITY OF DANIA BEACH

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

Approved:



City of Dania Beach Public Services Memorandum

DATE: 4/9/2024

TO: Mayor and Commissioners

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

VIA: Fernando J. Rodriguez, Public Services Director
Dincer Akin Ozaydin, PE, Deputy Director/City Engineer

SUBJECT: APPROVAL OF RESOLUTION TO APPLY FOR YEAR 50 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR THE OASIS NEIGHBORHOOD IMPROVEMENT PROGRAM

Request:

The Public Services Department (PSD) requests approval of a resolution to apply for Year 50 Community Development Block Grant (CDBG) for the “Oasis Neighborhood Improvement Project, Phase XVII.”

Background:

Dania Beach is non-entitlement City and must, per the CDBG requirements, apply for block grant funds through Broward County. CDBG funds are limited to Census areas that meet low to moderate household income requirements. For this application, the eligible area is Census Tract 804.05 Block Group 2 (SW 27th Terrace, SW 46th Place, SW 46th Court, and SW 47th Street). During a March 28, 2023 CDBG hearing on the Oasis Program, the PSD recommended the project area to the City Commission.

This project will provide improvements to the right-of-way, including paver block driveway aprons, swale improvements, decorative street and traffic signs, solar pedestrian lights, and other enhancements that the residents may suggest.

A public hearing was scheduled for April 9, 2024, during the City Commission Meeting. The City Clerk advertised the hearing in the Sun-Sentinel newspaper on March 29, 2024, and the City took public comments for 10 days before the hearing. All public comments will be included in the City's CDBG application.

Budgetary Impact

CDBG funding in the amount of \$177,374 for the Oasis Neighborhood Improvement Project will be funded by County.

Recommendation

PSD recommends approval of the resolution authorizing the City to apply for Year 50 CDBG

funds for the “Oasis Neighborhood Improvements Project, Phase XVII” to the Broward County Division of Housing and Finance and Community Redevelopment.

Attachment: Exhibit 1 – Advertisement

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY'S APPLICATION FOR THE 50TH YEAR COMMUNITY DEVELOPMENT BLOCK GRANT ("CDBG") PROGRAM IN THE AMOUNT OF ONE HUNDRED SEVENTY-SEVEN THOUSAND THREE HUNDRED SEVENTY-FOUR DOLLARS (\$177,374.00), TO PROVIDE FUNDING FOR OASIS NEIGHBORHOOD IMPROVEMENTS IN CDBG ELIGIBLE AREAS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the 50th Year Community Development Block Grant ("CDBG") Program for Fiscal Year 2024-2025 is administered by Broward County Housing Finance and Community Development Division; and

WHEREAS, the City of Dania Beach will apply for the 50th Year CDBG Program in the amount of One Hundred Seventy-Seven Thousand Three Hundred Seventy-Four Dollars (\$177,374.00), for Census Tract 804.05 – Block Group 2 eligible area; and

WHEREAS, Public Notice was published in the Sun-Sentinel on March 29, 2024, ten days prior to the April 9, 2024, Public Hearing; and

WHEREAS, a public hearing was held on April 9, 2024, during the City Commission Meeting, public comments were received on the City's proposed application for the "Oasis Neighborhood Improvement Program, Phase XVII"; and

WHEREAS, the CDBG Program does not require a City match.

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 50th Year application for the Community Development Block Grant Program for the "Oasis Neighborhood Improvement Program, Phase XVII" within Census Tract 804.05 – Block Group 2 in the amount of One Hundred Seventy-Seven Thousand Three Hundred Seventy- Four Dollars (\$177,374.00) in compliance with CDBG regulations, is approved and the submission of the application by the proper City officials is approved.

Section 3. That the City Manager and City Attorney are authorized to make minor revisions to the application as are deemed necessary and proper for the best interests of the City.

Section 4. That CDBG funding in the amount of \$177,374.00 for the Oasis Neighborhood Improvement Project will be funded by the County

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

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

PASSED AND ADOPTED on _____, 2024.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Joyce L. Davis _____

Commissioner Tamara James _____

Commissioner Marco Salvino _____

Vice Mayor Lori Lewellen _____

Mayor Archibald J. Ryan IV _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY



City of Dania Beach Parks & Recreation Memorandum

DATE: 4/9/2024

TO: Mayor and Commissioners

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

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

SUBJECT: Awarding a Guaranteed Maximum Price (GMP) contract in the amount of Twenty One Million Three Hundred Fifty Four Thousand Three Hundred Twenty-Two Dollars and Thirty-Five Cents (\$21,354,322.35) to Burkhardt Construction, Inc.; authorizing funding in the amount of Six Hundred Thousand Dollars (\$600,000.00) for permitting, utility connections, art in public spaces and impact fees to be paid directly by the City of Dania Beach; and authorizing One Million Dollars (\$1,000,000.00) in contingency funds for unforeseen project costs or modifications pursuant to the City Request for Qualifications (RFQ) No. 21-024 entitled “Construction Management at Risk Services” for C.W. Thomas Park Improvements.

Request:

The Parks and Recreation Department is requesting the adoption of a resolution awarding a Guaranteed Maximum Price (GMP) contract in the amount of Twenty One Million Three Hundred Fifty Four Thousand Three Hundred Twenty-Two Dollars and Thirty-Five Cents (\$21,354,322.35) to Burkhardt Construction, Inc. pursuant to the City Request for Qualifications (“RFQ”) No. 21-024 entitled, “Construction Management at Risk Services” for construction of improvements at C.W. Thomas Park; and authorizing funding in the amount of Six Hundred Thousand Dollars (\$600,000.00) for permitting, utility connections, art in public spaces, and impact fees to be paid directly by the City of Dania Beach; and authorizing One Million Dollars (\$1,000,000.00) in contingency funds for unforeseen project costs or modifications to the project scope.

Background:

On September 1, 2021 the City issued RFQ No. 2021-024 for “Construction Management at Risk Services” for the development of a GMP contract for reconstruction of CW Thomas Park Improvements.

On December 14, 2021 the City Commission adopted Resolution No. 2021-196 authorizing City Administration to negotiate with the top ranked firm, Burkhardt Construction, Inc.

Funding in the amount of \$18,100,000.00 for the C.W. Thomas Park Improvement projects was adopted via Resolution No. 2022-051 on March 22, 2022. As well, the City was awarded a Federal budget appropriations in the amount of \$3,000,000.00 to be used for construction of the

project.

On February 22, 2022 the City Commission adopted Ordinance No. 2022-010 with a not to exceed expenditure of \$18,100,000.00 for the C.W. Thomas Park Improvement Project. On April 9, 2024 the City Commission authorized the expenditure to exceed \$18,100,000.000 for the project.

Burkhardt received the 100% design with engineered drawings from Bermello Ajamil, the Design Firm, and went out to bid for the construction of the C.W. Thomas Park Improvements. Upon completion of the bid, the GMP was provided to Department of Parks and Recreation. Finance and Parks and Recreation worked together to negotiate the GMP and is recommending the City Commission approve the GMP of \$21,354,322.35 to Burkhardt Construction Inc. In addition authorizing a total project funding amount of \$23,000,000.00 for construction of the project, and permitting, utility connections, art in public spaces and impact fees to be paid directly by the City and contingency funds for unforeseen project costs to modifications to the project scope.

Budgetary Impact

The project currently has a total of Twenty-Two Million Nine Hundred Fourteen Thousand One Hundred Thirty-Five Dollars (\$21,914,135.00), which consists of the loan proceeds plus accrued interest and the Federal budget appropriation, and is sufficient to cover the GMP contract amount plus the items to be paid directly by the City. Additional Project funds in the amount of One Million Eighty-Five Thousand Eight Hundred Sixty-Five Dollars (\$1,085,865.00) to shall be appropriated from General Fund Unassigned Fund Balance (001-271-00-00), only as necessary, as Contingency funds for unforeseen Project costs or modifications to the Project scope.

Recommendation

It is recommended that the City Commission adopt the of a resolution awarding a Guaranteed Maximum Price (GMP) contract in the amount of Twenty One Million Three Hundred Fifty Four Thousand Three Hundred Twenty-Two Dollars and Thirty-Five Cents (\$21,354,322.35) to Burkhardt Construction, Inc. pursuant to the City Request for Qualifications (“RFQ”) No. 21-024 entitled, “Construction Management at Risk Services” for construction of improvements at C.W. Thomas Park; and authorizing funding in the amount of Six Hundred Thousand Dollars (\$600,000.00) for permitting, utility connections, art in public spaces, and impact fees to be paid directly by the City of Dania Beach; and authorizing One Million Dollars (\$1,000,000.00) in contingency funds for unforeseen project costs or modifications to the project scope.

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AWARDING A GUARANTEED MAXIMUM PRICE (GMP) CONTRACT IN THE AMOUNT OF TWENTY ONE MILLION THREE HUNDRED FIFTY FOUR THOUSAND THREE HUNDRED TWENTY-TWO DOLLARS AND THIRTY-FIVE CENTS (\$21,354,322.35) TO BURKHARDT CONSTRUCTION, INC. PURSUANT TO THE CITY REQUEST FOR QUALIFICATIONS (“RFQ”) NO. 21-024 ENTITLED, “CONSTRUCTION MANAGEMENT AT RISK SERVICES” FOR CONSTRUCTION OF IMPROVEMENTS AT C.W. THOMAS PARK; AND AUTHORIZING FUNDING IN THE AMOUNT OF SIX HUNDRED THOUSAND DOLLARS (\$600,000.00) FOR PERMITTING, UTILITY CONNECTIONS, ART IN PUBLIC SPACES, AND IMPACT FEES TO BE PAID DIRECTLY BY THE CITY OF DANIA BEACH; AND AUTHORIZING ONE MILLION DOLLARS (\$1,000,000.00) IN CONTINGENCY FUNDS FOR UNFORESEEN PROJECT COSTS OR MODIFICATIONS TO THE PROJECT SCOPE; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 1, 2021, the City issued RFQ No. 2021-024 for “Construction Management at Risk Services” for the development of a GMP contract for reconstruction of CW Thomas Park Improvements (the “Project”); and

WHEREAS, pursuant to RFQ 2021-024, on December 14, 2021, the City Commission adopted Resolution No. 2021-196 authorizing the City Administration to negotiate with the most qualified respondent Burkhardt Construction, Inc. (Burkhardt); and

WHEREAS, on March 22, 2022, the City Commission adopted Resolution No. 2022-051 authorizing the issuance of Capital Improvement Non-Ad Valorem Revenue Note in the amount not to exceed Eighteen Million One Hundred Thousand Dollars (\$18,100,000.00) for the purpose of financing the Project; and

WHEREAS, the City has been awarded a Federal budget appropriation in the amount of Three Million Dollars (\$3,000,000.00) to be used for construction of the Project; and

WHEREAS, the City Commission adopted Ordinance No. 2022-010 on February 22, 2022, which authorized the expenditure of City in an amount not to exceed Eighteen Million One Hundred Thousand Dollars (\$18,100,000.00); and

WHEREAS, due to an increase in construction costs, the City Commission adopted Ordinance No. 2024-____ on April 9, 2024 authorizing the expenditure of City funds exceeding Eighteen Million One Hundred Thousand Dollars (\$18,100,000.00) for the project; and

WHEREAS, Burkhardt has delivered a GMP contract in the amount of Twenty One Million Three Hundred Fifty-Four Thousand Three Hundred Twenty-Two Dollars And Thirty-Five Cents (\$21,354,322.35) to Burkhardt Construction Inc. for the construction of the Project, which GMP contract is made a part of and incorporated into this Resolution as Exhibit ‘A’ by this reference; and

WHEREAS, the City Commission approves total Project funding in the amount of Twenty Three Million Dollars (\$23,000,000.00) for construction of the Project, and Permitting, Utility Connections, Art in Public Spaces, and Impact Fees to be paid directly by the City and Contingency funds for unforeseen project costs or modifications to the project scope; and

WHEREAS, the City Administration recommends that the City Commission award the GMP contract to Burkhardt for the construction of the CW Thomas Park Improvements and authorize funding necessary for the items paid directly by the City and the Project Contingency.

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

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

Section 2. That the City Commission authorizes the proper City officials to execute the GMP contract with Burkhardt (Exhibit ‘A’) in the amount of Twenty One Million Three Hundred Fifty-Four Thousand Three Hundred Twenty-Two Dollars and Thirty-Five Cents (\$21,354,322.35) for construction of the Project.

Section 3. That the City Commission approves total Project funding in the amount of Twenty Three Million Dollars (\$23,000,000.00) for construction of the Project, and to include Permitting, Utility Connections, Art in Public Spaces, and Impact Fees to be paid directly by the City, and Contingency funds for unforeseen Project costs or modifications to the Project scope.

Section 4. That the Project currently has a total of Twenty-Two Million Nine Hundred Fourteen Thousand One Hundred Thirty-Five Dollars (\$21,914,135.00), which consists of the loan proceeds plus accrued interest and the Federal budget appropriation and is sufficient to cover the GMP contract amount plus the items to be paid directly by the City.

Section 5. That additional Project funds in the amount of One Million Eighty-Five Thousand Eight Hundred Sixty-Five Dollars (\$1,085,865.00) to shall be appropriated from

General Fund Unassigned Fund Balance (001-271-00-00), only as necessary, as Contingency funds for unforeseen Project costs or modifications to the Project scope.

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

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

PASSED AND ADOPTED on _____, 2024.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Joyce L. Davis _____

Commissioner Tamara James _____

Commissioner Marco Salvino _____

Vice Mayor Lori Lewellen _____

Mayor Archibald J. Ryan IV _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

City of Dania Beach

C.W. Thomas Park

Guaranteed Maximum Price

Based on 100% Bid Set of Plans for C.W. Thomas Park
dated December 11, 2023

From: Burkhardt Construction, Inc.

Attn: Marc R. Kleisley
1400 Alabama Ave., Suite #20
West Palm Beach, FL 33401
Tel: (561) 659-1400
Fax: (561) 659-1402

Owner: City of Dania Beach

Attn: Mrs. Cassi Waren
100 W. Dania Beach Blvd
Dania Beach, FL 33004
Tel: (954) 924-6800 x 3731

Designer: Bermello Ajamil and Partners

Attn: Mr. Randy Hollingworth
4711 South Le Jeune Rd
Coral Gables, FL 33146
Tel: (305) 859-2050

Plans: 100% Bid Set BCI received 12/11/2023

Location: C.W. Thomas Park
800 NW 2nd St., Dania Beach, FL 33004

Proposal

Date: 3/12/24; Rev. 3/25/24; Rev. 4/3/24

Direct Construction Cost C.W. Thomas Park	\$ 17,568,081.70
General Conditions	\$ 1,093,840.65
Construction Management Fee	\$ 1,342,400.00
Profit	\$ 1,350,000.00
Exceptions & Clarifications	
Plan Log	
Total Guaranteed Maximum Price	\$ 21,354,322.35

BURKHARDT
CONSTRUCTION, INC.

City of Dania Beach

CW Thomas Park
Direct Construction Costs - 3/12/24; Rev. 3/25/24; Rev. 4/3/24

Prepared by Burkhardt Construction, Inc.

LEGEND FOR ABBREVIATIONS

EA - Each
E/D - Each Day
DAY - Daily
LS - Lump Sum
ROL - Rolls
LF - Lineal Foot

SF - Square Foot
SY - Square Yard
TCY - Truck Cubic Yard
ALL - Allowance

Item Description	Quantity	U/M	Unit Price	Amount	Labor	Equipment	Material	Subcontractor	General/Rental	Subtotal
MAINTENANCE OF TRAFFIC										
				\$307,600.00						
	MOT PLAN	6 EA	\$200.00	\$ 1,200.00			ACME	1200		1200
	WORK ZONE SIGNS/NO TRESPASSING SIGNS	27500 E/D	\$0.40	\$ 11,000.00			ACME	11000		11000
	BARRICADE TEMP. TYPE I, II, VP & DRUM	66000 E/D	\$0.25	\$ 16,500.00			ACME	16500		16500
	BARRICADE TEMP. TYPE III, 6'	16500 E/D	\$0.45	\$ 7,425.00			ACME	7425		7425
	CONES	110000 E/D	\$0.35	\$ 38,500.00			ACME	38500		38500
	ADVANCE WARNING ARROW PANEL	200 DAY	\$9.00	\$ 1,800.00			ACME	1800		1800
	STEADY BURN &/OR FLASHING LIGHTS	64500 E/D	\$0.30	\$ 19,350.00			ACME	19350		19350
	HI INTENSITY FLASHING LIGHT, TEMP. TYPE "B"	6250 E/D	\$1.20	\$ 7,500.00			ACME	7500		7500
	VARIABLE MESSAGE BOARD	80 E/D	\$25.00	\$ 2,000.00			ACME	2000		2000
	WATER FILLED BARRIER WALL	14500 E/D	\$2.95	\$ 42,775.00			ACME	42775		42775
	SALES TAX FOR BARRICADES	1 LS	\$19,950.00	\$ 19,950.00			ACME	19950.00		19950
	POST MOUNTING FOR ADVANCE WARNING SIGNS	55 EA	\$45.45	\$ 2,500.00			ACME	2500		2500
	TEMP. CHAIN LINK FENCING REINSTALLATION WITH WINDSCREEN FOR PRIVATE PR	800 LF	\$25.00	\$ 20,000.00			BCI	20000		20000
	MOT DELIVERY / SAFETY DEVICE SET-UP & MAINTENANCE	1 LS	\$32,000.00	\$ 32,000.00			ACME	32000		32000
	CONTINUOUS SITE CLEANING / DEBRIS REMOVAL	1 LS	\$24,000.00	\$ 24,000.00			BCI	24000		24000
	ORANGE SAFETY FENCE AND POSTS	1 LS	\$10,000.00	\$ 10,000.00			BCI	10000		10000
	TEMPORARY PEDESTRIAN BARRICADES WITH SCREEN	NONE REQUIRED								0
	TEMPORARY PEDESTRIAN BOARDWALKS	NONE REQUIRED								0
	DANGER RIBBON	60 ROLLS	\$50.00	\$ 3,000.00			BCI	3000		3000
	FLOWABLE FILL	30 CY	\$280.00	\$ 8,400.00			Y&M	8400		8400
	ROADWAY STEEL PLATES	1 LS	\$8,500.00	\$ 8,500.00			BCI	8500		8500
	FLAGMEN	1 LS	\$18,000.00	\$ 18,000.00			TTC	18000		18000
	TEMPORARY ASPHALT PATCHING (ALLOWANCE)	1 LS	\$10,000.00	\$ 10,000.00			BCI	10000		10000
	TEMPORARY ROADWAY AND EX PARKING LOT STRIPING FOR TEMP PARKING (ALLO	1 LS	\$3,200.00	\$ 3,200.00			FINELINE	3200		3200
	SPECIALTY MERCHANT SIGNAGE	NOT INCLUDED								0
	TEMPORARY STREET LIGHTING	NOT INCLUDED								0
	OFF DUTY POLICE OFFICERS	NOT INCLUDED								0
	LIGHT BANKS FOR NIGHT WORK	NOT INCLUDED								0
DEMOLITION/CLEARING & GRUBBING				\$303,576.70						
	NPDES	1 LS	\$15,000.00	\$ 15,000.00			BCI	15000		15000
	SILT FENCE	2252 LF	\$2.50	\$ 5,630.00			BCI	5630		5630
	INLET BARRIER PROTECTION	35 EA	\$200.00	\$ 7,000.00			BCI	7000		7000
	6' HIGH TEMP CHAIN LINK FENCE WITH WINDSCREEN W/ GATES	2252 LF	\$12.10	\$ 27,249.20			BCI	27249.2		27249.2
	STABILIZED CONSTRUCTION ENTRANCE	1487 SF	\$5.00	\$ 7,435.00			BCI	7435		7435
	CLEAR AND GRUB SITE	6.41 AC	INCLUDED				WILDCAT			0
	STRIP SITE	280000 SF	INCLUDED				WILDCAT			0
	SAWCUT EXISTING CONCRETE/ASPHALT	1000 LF	INCLUDED				WILDCAT			0
	REMOVE/DISPOSE EXISTING ASPHALT	32102 SF	\$1.00	\$ 32,102.00			BIG D	32102		32102
	REMOVE PAVEMENT STRIPING	485 LF	\$3.30	\$ 1,600.50			FINE LINE	1600.5		1600.5
	REMOVE/DISPOSE EXISTING CAR STOPS	10 EA	INCLUDED				WILDCAT			0
	REMOVE/DISPOSE EXISTING CONCRETE	11531 SF	INCLUDED				WILDCAT			0
	REMOVE/DISPOSE EXISTING CONCRETE CURB	943 LF	INCLUDED				WILDCAT			0
	REMOVE/DISPOSE EXISTING PAVER BRICKS	2250 SF	INCLUDED				WILDCAT			0
	REMOVE/DISPOSE OF EXISTING ARTIFICIAL PLAY SURFACE AND MULCH	3950 SF	INCLUDED				WILDCAT			0
	REMOVE/DISPOSE EXISTING DRINKING FOUNTAIN	1 EA	INCLUDED				WILDCAT			0
	REMOVE/DISPOSE EXISTING CHAINLINK FENCE	2782 LF	INCLUDED				WILDCAT			0
	REMOVE/DISPOSE EXISTING PAVILION INCL FOUNDATIONS	450 SF	INCLUDED				WILDCAT			0
	REMOVE/DISPOSE EXISTING PLAYGROUND SHADE STRUCTURE/ FABRIC/COL	2 EA	INCLUDED				WILDCAT			0
	DISMANTLE/REMOVE/DISPOSE EXISTING PLAYGROUND EQUIPMENT SETS	3 EA	INCLUDED				WILDCAT			0
	REMOVE/DISPOSE EXISTING GRILL	1 EA	INCLUDED				WILDCAT			0
	REMOVE/DISPOSE EXISTING SCOREBOARD	1 EA	INCLUDED				WILDCAT			0
	REMOVE/DISPOSE EXISTING FIELDGOAL POSTS	2 EA	INCLUDED				WILDCAT			0
	REMOVE/DISPOSE EXISTING BLEACHERS	2 EA	INCLUDED				WILDCAT			0
	REMOVE/DISPOSE EXISTING AC UNITS	1 SF	INCLUDED				WILDCAT			0
	REMOVE/DISPOSE EXISTING POOL EQUIPMENT	1 LS	INCLUDED				WILDCAT			0
	REMOVE/DISPOSE EXISTING SHED	4 EA	INCLUDED				WILDCAT			0
	REMOVE/DISPOSE EXISTING DUMPSTER ENCLOSURE	1 EA	INCLUDED				WILDCAT			0
	PLUG EXISTING DRAIN PIPE	1 EA	\$800.00	\$ 800.00			J-D	800		800
	REMOVE/DISPOSE EXISTING DOMESTIC WATER SERVICE PIPING/METER	4 EA	\$600.00	\$ 2,400.00			J-D	2400		2400
	REMOVE/DISPOSE EXISTING RESTROOM SEWER SERVICE PIPING	94 LF	\$20.00	\$ 1,880.00			J-D	1880		1880
	SEWER LATERAL TO BE CAPPED AND ABANDONED IN PLACE	2 EA	\$1,100.00	\$ 2,200.00			J-D	2200		2200
	REMOVE/DISPOSE EXISTING LIGHTPOLES/UTILITY POLES	28 EA	INCLUDED				WILDCAT			0
	REMOVE/DISPOSE EXISTING ELECTRICAL SERVICE AND RACK	1 EA	INCLUDED				WILDCAT			0
	REMOVE/DISPOSE EXISTING SIGNAGE	10 EA	INCLUDED				WILDCAT			0

BURKHARDT
CONSTRUCTION, INC.

Item Description	Quantity	U/M	Unit Price	Amount	Labor	Equipment	Material	Subcontractor	General/Rental	Subtotal
REMOVE/DISPOSE EXISTING PICNIC TABLES	4	EA		INCLUDED			WILDCAT			0
REMOVE/DISPOSE EXISTING TRASH/RECYCLE RECEPTACLES	8	EA		INCLUDED			WILDCAT			0
REMOVE/DISPOSE EXISTING BIKE RACKS	1	EA		INCLUDED			WILDCAT			0
REMOVE/DISPOSE EXISTING BENCHES	5	EA		INCLUDED			WILDCAT			0
REMOVE/DISPOSE EXISTING FLAG POLE	2	EA		INCLUDED			WILDCAT			0
REMOVE /RELOCATE MEMORIAL PLAQUE	1	EA		INCLUDED			WILDCAT			0
REMOVE /RELOCATE BIKE SERVICE STATION	1	EA		INCLUDED			WILDCAT			0
REMOVE/DISPOSE EXISTING TREES	8	EA		INCLUDED			WILDCAT			0
REMOVE/DISPOSE EXISTING HEDGES/LANDSCAPE	5075	SF		INCLUDED			WILDCAT			0
REMOVE/DISPOSE EXISTING IRR VALVES AND BOXES	2	EA		INCLUDED			WILDCAT			0
REMOVE/DISPOSE EXISTING PET WASTE BAG CONTAINER	1	EA		INCLUDED			WILDCAT			0
REMOVE/DISPOSE OF EXISTING IRRIGATION SYSTEM PIPING AND PUMP	1	EA		INCLUDED			WILDCAT			0
REMOVE/DISPOSE EXISTING RESTROOM	700	SF		INCLUDED			WILDCAT			0
REMOVE/DISPOSE EXISTING POOL AND DECK	6210	SF		INCLUDED			WILDCAT			0
REMOVE/DISPOSE EXISTING RECREATIONAL CENTER BUILDING	6334	SF	\$24.38	\$ 154,420.00			WILDCAT	154420		154420
REMOVE/DISPOSE EXISTING CONCESSION	400	SF		INCLUDED			WILDCAT			0
REMOVE/DISPOSE BASKETBALL HOOP & POST	6	EA		INCLUDED			WILDCAT			0
ROLL-OFF DUMPSTER	18	EA	\$770.00	\$ 13,860.00			BCI	13860		13860
FINAL CONSTRUCTION CLEAN	1	LS	\$32,000.00	\$ 32,000.00			BCI	32000		32000
				\$683,845.00						
EARTHWORK AND GRADING										
PROOF ROLL SITE	280000	SF	\$0.40	\$ 112,000.00			BIG D	112000		112000
EXCAVATE/GRADE SOD AREA	1010	CY	\$30.00	\$ 30,300.00			BIG D	30300		30300
EXCAVATE/GRADE/COMPACT PLAYGROUND	72	CY	\$30.00	\$ 2,160.00			BIG D	2160		2160
EXCAVATE/GRADE/COMPACT BASKETBALL COURT	155	CY	\$30.00	\$ 4,650.00			BIG D	4650		4650
EXCAVATE/GRADE/COMPACT FOOTBALL FIELD	2060	CY	\$30.00	\$ 61,800.00			BIG D	61800		61800
EXCAVATE/GRADE/COMPACT SIDEWALKS / SEATING AREAS / POOL DECK	850	CY	\$30.00	\$ 25,500.00			BIG D	25500		25500
EXCAVATE/GRADE SWIMMING POOL	410	CY	\$30.00	\$ 12,300.00			BIG D	12300		12300
EXCAVATE/GRADE BUILDING FOUNDATION	1090	CY	\$30.00	\$ 32,700.00			BIG D	32700		32700
EXCAVATE/GRADE DUMPSTER PAD FOUNDATION	12	CY	\$30.00	\$ 360.00			BIG D	360		360
EXCAVATE/GRADE PRESS BOX FOUNDATION	150	CY	\$30.00	\$ 4,500.00			BIG D	4500		4500
EXCAVATE/GRADE/COMPACT PARKING	100	CY	\$30.00	\$ 3,000.00			BIG D	3000		3000
EXCAVATE/GRADE/COMPACT GRASSPAVE 2	135	CY	\$30.00	\$ 4,050.00			BIG D	4050		4050
EXCAVATE/GRADE/COMPACT CONCRETE CURB	340	CY	\$30.00	\$ 10,200.00			BIG D	10200		10200
FILL/COMPACT	6385	CY	\$45.00	\$ 287,325.00			BIG D	287325		287325
VIBRATION MONITORING	1	ALL	\$65,000.00	\$ 65,000.00			BIG D	65000		65000
FINAL DRESSING AND FINISH GRADING	1	LS	\$28,000.00	\$ 28,000.00			BCI	28000		28000
				\$859,603.10						
SUBGRADE, BASE, AND ASPHALT CONSTRUCTION										
12" COMPACTED SUBGRADE (MINIMUM LBR 40)	17288	SY	\$22.00	\$ 380,336.00			BIG D	380336.00		380336
4" LIMEROCK FOR 4" CONCRETE	3654	SY	\$20.00	\$ 73,080.00			BIG D	73080.00		73080
8" LIMEROCK BASE FOR 6" CONCRETE AND 2" ASPHALT	490	SY	\$45.00	\$ 22,050.00			BIG D	22050.00		22050
6" LIMEROCK FOR BASKETBALL COURT	685	SY	\$35.00	\$ 23,975.00			BIG D	23975.00		23975
6" CURB PAD	70	SY	\$75.00	\$ 5,250.00			BIG D	5250.00		5250
GRASSPAVE 2 INCLUDING BASE MATERIAL	3605	SF	\$12.00	\$ 43,260.00			BIG D	43260.00		43260
UTILITY ROADWAY RESTORATION IN R/O/W	264	SY	\$125.00	\$ 33,000.00			BIG D	33000.00		33000
2" ASPHALT SP-9.5	330	SY	\$50.00	\$ 16,500.00			BIG D	16500.00		16500
BASKETBALL COURT INCL. ASPHALT AND MARKINGS	6413	SF	\$7.00	\$ 44,891.00			BIG D	44891.00		44891
BUILDING PAD	1852	SY	\$3.00	\$ 5,556.00			BIG D	5556		5556
1" DRAINAGE FINISH STONE AND 5" DRAINAGE BASE STONE FOR MULTIPURPOSE FIELD	9262	SY		\$ 203,300.90			ASTROTURF			
4" #57 FOR PLAYGROUND AREA W/ GEOTABRIC AND ISOLATION FABRIC	315	SY	\$21.95	\$ 6,922.50				203300.9		203300.9
			\$26.68	\$ 8,404.20			ASTROTURF	8404.2		8404.2
				\$294,920.36						
PLAYGROUND AREA										
PLAYGROUND 2-5 & 5-12 WITH UMBRELLA SHADE	1	EA	\$223,510.34	\$ 223,510.34			GAMETIME	217648.29	5862.05	223510.34
ARTIFICIAL TURF FOR PLAYGROUND	2827	SF	\$25.26	\$ 71,410.02			ASTROTURF	71410.02		71410.02
				\$690,858.00						
SWIMMING POOL										
POOL SYSTEM COMPLETE INCL. ALL EQUIPMENT, PLUMBING, AND ELECTRICAL TO INFRASTRUCTURE	1840	SF	\$348.29	\$ 640,858.00			FAMILY POOLS			
NATURAL GAS SYSTEM FOR POOL HEATER (ALLOWANCE) MAINLINE TAP AND METER BY TECO	1	LS	\$50,000.00	\$ 50,000.00			ALLOWANCE	640858		640858
				\$1,220,819.40						
FURNISHINGS AND MISCELLANEOUS										
BENCH	9	EA	\$3,862.00	\$ 34,758.00		BCI / F+S	2250	30661	1846.53	34758
LITTER AND RECYCLING RECEPTACLES	16	EA	\$3,457.13	\$ 55,314.08		BCI / F+S	4000	48390.88	2923.2	55314.08
BIKE RACK	9	EA	\$1,055.09	\$ 9,495.81		BCI / F+S	2250	6835.05	410.76	9495.81
TREE GRATE	5	EA	\$5,143.70	\$ 25,718.50		BCI / IRON AGE	4250	20064.02	1404.48	25718.5
BASKETBALL, POST, BACKBOARD WITH HOOP	2	EA	\$15,000.00	\$ 30,000.00			BIG D	30000		30000
SCOREBOARD FOOTBALL AND SOCCER	1	EA	\$44,170.81	\$ 44,170.81		BUTLER / DAKTRONICS	29549	13804.00	817.81	44170.81
PLAYER BENCH	2	EA	\$2,300.00	\$ 4,600.00		BCI / BSN	600	3720.00	280	4600
BLEACHER	1	EA	\$56,840.00	\$ 56,840.00			GT GRANDSTANDS	56840.00		56840
6" PICKET FENCE	346	LF	\$105.81	\$ 36,610.26			LTGCARLSON	36610.26		36610.26
6" PICKET GATE	2	EA		INCLUDED			LTGCARLSON			0

Item Description	Quantity	U/M	Unit Price	Amount	Labor	Equipment	Material	Subcontractor	General/Rental	Subtotal
4' PICKET FENCE	196	LF	\$86.93	\$ 17,038.28			LTGCARLSON	17038.28		17038.28
4' PICKET GATE	1	EA	INCLUDED				LTGCARLSON			0
6' CHAINLINK VINYL COATED FENCE	225	LF	\$63.88	\$ 14,373.00			LTGCARLSON	14373.00		14373
6' SINGLE CHAINLINK GATE	1	EA	INCLUDED				LTGCARLSON			0
SAFETY NET	120	LF	\$671.00	\$ 80,520.00			ASTROTURF	80520.00		80520
PORTABLE SOCCER GOAL	2	EA	\$11,285.00	\$ 22,570.00			ASTROTURF	22570.00		22570
FOOTBALL FIELD GOAL POSTS	2	EA	\$17,923.00	\$ 35,846.00			ASTROTURF	35846.00		35846
			\$	434,295.18						
MULTIPURPOSE ARTIFICIAL TURF FIELD INCL. FOOTBALL AND SOCCER MARKINGS	83,358	SF	\$5.21				ASTROTURF	420200.18	14095	434295.18
DRINKING FOUNTAIN / BOTTLE FILLER	3	EA	\$9,889.85	\$ 29,669.55		BCI / MCGRORY	2850	24942.18	1877.37	29669.55
FITNESS EQUIPMENT	6	EA	\$7,332.07	\$ 43,992.42			REP SERVICES	42536.02	1456.4	43992.42
TABLE UMBRELLA	10	EA	\$5,393.60	\$ 53,936.00		BCI /LS FORMS	1500	49300.00	3136	53936
TABLE	10	EA	\$6,563.60	\$ 65,636.00		BCI /LS FORMS	2500	59300.00	3836	65636
FLAGPOLE	2	EA	\$4,465.75	\$ 8,931.50		BCI /POLE TECH	2400	6185.00	346.5	8931.5
CHAISE LOUNGE CHAIRS	23	EA	\$634.87	\$ 14,602.01		BCI /SOURCE F	3450	10540.01	612	14602.01
NEW SCULPTURE (ART ALLOWANCE)	1	LS	NOT INCLUDED							0
PAINT VALVE BOXES, INLETS, & MANHOLES	1	LS	\$5,000.00	\$ 5,000.00			BCI	5000.00		5000
DUMBBELL SET FOR GYMNASIUM 5LB - 100LB	1	LS	\$12,980.00	\$ 12,980.00			BUTLER	12980.00		12980
SHOWER TOWER	1	EA	\$6,367.85	\$ 6,367.85		ALLOW./ MCGRORY	1280	4731.70	356.15	6367.85
UTILITY AREA ALUMINUM GATE	1	EA	\$5,500.00	\$ 5,500.00			LTGCARLSON	5500.00		5500
4' CHAINLINK FENCE	1,263	LF	\$57.05	\$ 72,054.15			LTGCARLSON	72054.15		72054.15
4' CHAINLINK DOUBLE GATE	2	EA	INCLUDED				LTGCARLSON			0
4' CHAINLINK GATE	2	EA	INCLUDED				LTGCARLSON			0
					\$5,663.20					

Item Description	Quantity	U/M	Unit Price	Amount	Labor	Equipment	Material	Subcontractor	General/Rental	Subtotal
STORM DRAINAGE (20-24000)				\$707,520.76						
12" COMPACTED SUBGRADE		INCLUDED IN SUBGRADE								
CATCH BASIN REMOVAL/DISPOSAL	4	EA	\$1,400.00	\$ 5,600.00			J-D	5600		5600
STORMWATER PIPE REMOVAL/DISPOSAL	420	LF	\$20.00	\$ 8,400.00			J-D	8400		8400
12" YARD DRAIN	2	EA	\$2,100.00	\$ 4,200.00			J-D	4200		4200
12" HDPE	237	LF	\$92.00	\$ 21,804.00			J-D	21804		21804
TRENCH DRAIN	25	LF	\$500.00	\$ 12,500.00			J-D	12500		12500
15" HDPE	602	LF	\$103.00	\$ 62,006.00			J-D	62006		62006
15" HDPE W/ 8' WIDE EXFILTRATION TRENCH	814	LF	\$172.00	\$ 140,008.00			J-D	140008		140008
15" YARD DRAIN	5	EA	\$3,100.00	\$ 15,500.00			J-D	15500		15500
TYPE 5 CATCH BASIN	5	EA	\$8,900.00	\$ 44,500.00			J-D	44500		44500
TYPE 4 CATCH BASIN	2	EA	\$6,900.00	\$ 13,800.00			J-D	13800		13800
DRAINAGE WELL	2	EA	\$90,967.88	\$ 181,935.76	J-D/JAFFER		40800	141135.76		181935.76
6" YARD DRAIN	1	EA	\$2,000.00	\$ 2,000.00			J-D	2000		2000
24" YARD DRAIN	2	EA	\$3,800.00	\$ 7,600.00			J-D	7600		7600
24" MANHOLE	1	EA	\$5,700.00	\$ 5,700.00			J-D	5700		5700
DRY WELL FOR DRINKING FOUNTAIN	3	EA	\$1,200.00	\$ 3,600.00			J-D	3600		3600
8" HDPE	58	LF	\$83.00	\$ 4,814.00			J-D	4814		4814
8" YARD DRAIN	1	EA	\$1,300.00	\$ 1,300.00			J-D	1300		1300
4" PIPE FOR SHOWER CONNECTION	25	LF	\$82.00	\$ 2,050.00			J-D	2050		2050
RAIN LEADERS	6	EA	\$750.00	\$ 4,500.00			J-D	4500		4500
TIE INTO FOOTBALL DRAINAGE	1	EA	\$1,400.00	\$ 1,400.00			J-D	1400		1400
MULTIPURPOSE FIELD DRAINAGE INCLUDING GEOTEXTILE	1	LS	\$146,453.00	\$ 146,453.00			ASTROTURF	146453		146453
DEWATERING (ALLOWANCE)	850	LF	\$21.00	\$ 17,850.00			J-D	17850		17850
				\$53,704.00						
SANITARY SEWER (02-00281)										
6" SANITARY SEWER SERVICE	148	LF	\$198.00	\$ 29,304.00			J-D	29304		29304
CLEANOUTS	2	EA	\$1,500.00	\$ 3,000.00			J-D	3000		3000
CONNECT TO EXISTING 12" SEWER MAIN	2	EA	\$8,800.00	\$ 17,600.00			J-D	17600		17600
TV SEWER UPON COMPLETION	1	LS	\$3,800.00	\$ 3,800.00			J-D	3800		3800
				\$1,543,924.02						
ELECTRICAL/STREETLIGHTING (16-01600)										
LIGHTPOLE / POWER POLE REMOVAL	26	EA	\$1,200.00	\$ 31,200.00			CR DUNN	31200		31200
ELECTRICAL SERVICE RACK REMOVAL	1	EA	\$3,200.00	\$ 3,200.00			CR DUNN	3200		3200
LIGHT POLE / FIXTURE - SA	43	EA	\$4,800.00	\$ 206,400.00			CR DUNN	206400		206400
LIGHT POLE / FIXTURE - SB	6	EA	\$4,800.00	\$ 28,800.00			CR DUNN	28800		28800
LIGHT POLE / FIXTURE - SC	10	EA	\$4,900.00	\$ 49,000.00			CR DUNN	49000		49000
FIXTURE - W1		INCLUDED IN VERTICAL ELEMENTS					BUTLER			0
FURNISH AND INSTALL MUSCO SPORTS LIGHTING POLE AND FIXTURE	1	LS	\$296,004.02	\$ 296,004.02			MUSCO	282300	13704.02	296004.02
FUTURE ELECTRIC VEHICLE CHARGING STATION POWER	1	EA	\$8,700.00	\$ 8,700.00			CR DUNN	8700		8700
WIND LOAD CALCULATIONS	1	LS	\$750.00	\$ 750.00			CR DUNN	750		750
EMERGENCY CALL BOX SERVICE (ALLOWANCE)	2	EA	NOT INCLUDED				CR DUNN			0
DRINKING FOUNTAIN SERVICE	3	EA	NOT INCLUDED				CR DUNN			0
ELECTRICAL HANDHOLES	68	EA	\$870.00	\$ 59,160.00			CR DUNN	59160		59160
IRRIGATION TIME CLOCK CONNECTION	1	EA	\$2,500.00	\$ 2,500.00			CR DUNN	2500		2500
F & I SERVICE POINT COMPLETE (INCL. LIGHTING CONTROL PANEL)	1	LS	\$101,700.00	\$ 101,700.00			CR DUNN	101700		101700
F & I CONDUIT AND WIRE FOR LIGHT POLES FOR A COMPLETE SYSTEM	1	LS	\$124,700.00	\$ 124,700.00			CR DUNN	124700		124700
F & I CONDUIT AND WIRE FOR MUSCO LIGHTING FOR A COMPLETE SYSTEM	1	LS	\$63,800.00	\$ 63,800.00			CR DUNN	63800		63800
SCOREBOARD ELECTRICAL CONNECTION	1	EA	\$16,500.00	\$ 16,500.00			CR DUNN	16500		16500
MONUMENT SIGN LIGHTING	1	EA	\$5,010.00	\$ 5,010.00			CR DUNN	5010		5010
FLAG POLE LIGHTING	2	EA	\$2,700.00	\$ 5,400.00			CR DUNN	5400		5400
ART UPLIGHTING	1	LS	NOT INCLUDED							0
SPEAKER SYSTEM (ALLOWANCE)	1	ALL.	\$90,000.00	\$ 90,000.00			ALLOWANCE	90000		90000
SECURITY CAMERA SYSTEM AND WIRELESS ACCESS POINT (ALLOWANCE)	1	ALL.	\$150,000.00	\$ 150,000.00			ALLOWANCE	150000		150000
F & I CONDUIT AND WIRE FOR SECURITY CAMERAS (ALLOWANCE)	1	LS	\$65,700.00	\$ 65,700.00			CR DUNN	65700		65700
CONCRETE POLE FOR SECURITY CAMERAS	1	EA	\$4,400.00	\$ 4,400.00			CR DUNN	4400		4400
LIGHTNING DETECTION		INCLUDED IN VERTICAL ELEMENTS					BUTLER			0
LIGHTNING PROTECTION	1	LS	\$198,000.00	\$ 198,000.00			BONDED	198000		198000
PANEL "A" FEED	1	EA	\$25,500.00	\$ 25,500.00			CR DUNN	25500		25500
PANEL "P" FEED	1	EA	\$7,500.00	\$ 7,500.00			CR DUNN	7500		7500
				\$28,400.00						
FRANCHISE UTILITIES (FPL, ATT, COMCAST) (ALLOWANCE)										
NEW FRANCHISE UTILITIES MODIFICATIONS FOR NEW PARK (ALLOWANCE)	1	ALL.	\$28,400.00	\$ 28,400.00			CR DUNN	28400		28400
				\$9,037,541.76						
VERTICAL CONSTRUCTION ELEMENTS										
BUILDING, GYMNASIUM, AND DUMPSTER ENCLOSURE	14600	SF	\$593.21	\$ 8,660,848.00			BUTLER	8635160.13	25687.87	8660848
BUILDING CARD READER ACCESS CONTROL (ALLOWANCE)	1	LS	\$43,873.00	\$ 43,873.00			BUTLER	43873		43873
PRESSBOX INCLUDING CONCRETE PAD AND BLEACHER (ABOVE) AND UNDERNEATH ENCLOSURE ALLOWANCE	1	EA	\$146,480.00	\$ 146,480.00			35000 GT GRANDSTANDS	111480		146480
POOL EQUIPMENT ROOM		INCLUDED IN BUILDING AND GYMNASIUM					BUTLER			0
SHADE STRUCTURE AT FOOTBALL FIELD	2	EA	\$81,251.44	\$ 162,502.88			SHADE SYSTEMS	158285.57	4217.31	162502.88
SHADE STRUCTURE AT BASKETBALL COURT	1	EA	\$23,837.88	\$ 23,837.88			SHADE SYSTEMS	23166	671.88	23837.88
				\$613,926.90						
LANDSCAPING (02-00270)										
6" SWALE	1125	LF	\$4.00	\$ 4,500.00			ARAZOZA	4500		4500
RIVER ROCK	526	SF	\$21.00	\$ 11,046.00			ARAZOZA	11046		11046



Item Description	Quantity	U/M	Unit Price	Amount	Labor	Equipment	Material	Subcontractor	General/Rental	Subtotal
ROOT BARRIER	1680	LF	\$20.00	\$ 33,600.00			ARAZOZA	33600		33600
TREE PROTECTION	56	EA	\$300.00	\$ 16,800.00			ARAZOZA	16800		16800
SOD	108992	SF	\$0.70	\$ 76,294.40			ARAZOZA	76294.4		76294.4
3" MULCH	6950	SF	\$0.47	\$ 3,266.50			ARAZOZA	3266.5		3266.5
TOPSOIL	1400	CY	\$57.86	\$ 81,004.00			ARAZOZA	81004		81004
TREE RELOCATES										0
GUMBO LIMBO	1	EA	\$6,000.00	\$ 6,000.00			ARAZOZA	6000		6000
SOUTHERN LIVE OAK	11	EA	\$5,000.00	\$ 55,000.00			ARAZOZA	55000		55000
CABBAGE PALMETTO	10	EA	\$400.00	\$ 4,000.00			ARAZOZA	4000		4000
PIGMY DATE PALM	4	EA	\$800.00	\$ 3,200.00			ARAZOZA	3200		3200
TREES										0
GUMBO LIMBO	19	EA	\$1,300.00	\$ 24,700.00			ARAZOZA	24700		24700
BUTTONWOOD	6	EA	\$600.00	\$ 3,600.00			ARAZOZA	3600		3600
STRANGLER FIG	1	EA	\$1,500.00	\$ 1,500.00			ARAZOZA	1500		1500
QUEEN'S CRAPE MYRTLE	14	EA	\$1,200.00	\$ 16,800.00			ARAZOZA	16800		16800
SOUTHERN LIVE OAK	41	EA	\$1,500.00	\$ 61,500.00			ARAZOZA	61500		61500
PALM TREES										0
BISMARCK PALM	5	EA	\$3,400.00	\$ 17,000.00			ARAZOZA	17000		17000
TRIPLE SILVER BISMARCK	1	EA	\$25,400.00	\$ 25,400.00			ARAZOZA	25400		25400
FLORIDA ROYAL PALM	21	EA	\$2,150.00	\$ 45,150.00			ARAZOZA	45150		45150
CABBAGE PALMETTO	22	EA	\$800.00	\$ 17,600.00			ARAZOZA	17600		17600
MONTGOMERY PALM	39	EA	\$1,200.00	\$ 46,800.00			ARAZOZA	46800		46800
SHRUBS/GROUNDCOVERS										0
RED COCO PLUM 4' TALL	224	EA	\$75.00	\$ 16,800.00			ARAZOZA	16800		16800
RED COCO PLUM 5' TALL	62	EA	\$250.00	\$ 15,500.00			ARAZOZA	15500		15500
DWARF SINGAPORE WHITE PLUMERIA	30	EA	\$300.00	\$ 9,000.00			ARAZOZA	9000		9000
KUNMING DWARF TREE JASMINE	24	EA	\$200.00	\$ 4,800.00			ARAZOZA	4800		4800
ROJO CONGO PHILODENDRON	96	EA	\$60.00	\$ 5,760.00			ARAZOZA	5760		5760
FLORIDA GAMAGRASS	159	EA	\$10.00	\$ 1,590.00			ARAZOZA	1590		1590
GOLDEN CREEPER	253	EA	\$12.00	\$ 3,036.00			ARAZOZA	3036		3036
GREEN ISLAND FICUS	268	EA	\$10.00	\$ 2,680.00			ARAZOZA	2680		2680
IRRIGATION (02-00265)				\$173,500.00						
IRRIGATION SYSTEM COMPLETE (INCLUDING BUT NOT LIMITED TO)	1	LS	\$173,500.00	\$ 173,500.00			ARAZOZA	173500		173500
BACKFLOW PREVENTER WITH ENCLOSURE										
SYSTEM PRESSURE REQUIRED 60 PSI										
POINTS OF CONNECTIONS										
QUICK COUPLERS										
CONTROLLER WITH PEDESTAL AND ENCLOSURE										
FLOW SENSOR / MOISTURE SENSOR										
SCHEDULE 40 (CL 200) PVC SLEEVES										
SCHEDULE 40 (CL 200) PVC MAINLINE, LATERALS AND FITTINGS										
RAINBIRD VALVES, RAINBIRD VALVE BOXES, WIRE										
RAINBIRD SPRAY HEADS										
BUBBLERS										
CONSTRUCTION CONTINGENCY				\$360,000.00						
CONSTRUCTION CONTINGENCY	1	LS	\$360,000.00	\$ 360,000.00				360000		360000
CW Thomas Park Direct Construction Costs				\$17,568,081.70	Labor	Equipment	Material	Subcontractor	General/Rental	Subtotal
					0	35000	97679	17351861.37	83541.33	17568081.7

City of Dania Beach

C.W. Thomas Park

Guaranteed Maximum Price GENERAL CONDITIONS

From: Burkhardt Construction, Inc.
Attn: Marc R. Kleisley
1400 Alabama Ave., Suite #20
West Palm Beach, FL 33401
Tel: (561) 659-1400
Fax: (561) 659-1402

Owner: City of Dania Beach
Attn: Mrs. Cassi Waren
100 W. Dania Beach Blvd
Dania Beach, FL 33004
Tel: (954) 924-6800 x 3731

Designer: Bermello Ajamil and Partners
Attn: Mr. Randy Hollingworth
4711 South Le Jeune Rd
Coral Gables, FL 33146
Tel: (305) 859-2050

Plans: 100% Bid Set BCI received 12/11/2023

Location: C.W. Thomas Park
800 NW 2nd St., Dania Beach, FL 33004

**Proposal
Due Date:** 3/12/24; Rev. 3/25/24; Rev. 4/3/24

Item Description					Amount
MOBILIZATION (move-in, move-out)					\$8,000.00
TRANSPORT	\$65.00 /	Hr.	x	80	\$5,200.00
EQUIPMENT	\$35.00 /	Hr.	x	80	\$2,800.00
PROJECT FIELD OFFICE					\$229,293.60
OFFICE &/or CONSTRUCTION TRAILER	\$2,500.00 /	mo.	x	18	\$45,000.00
PERMIT MANAGEMENT FEE	\$2,200.00 /	mo.	x	18	\$39,600.00
YARD	\$1,200.00 /	mo.	x	0	\$0.00
EMPLOYEE PARKING FEES	NONE REQUIRED /	mo.	x	0	NONE REQUIRED
WORK PLATFORM FOR YARD	\$200.00 /	mo.	x	18	\$3,600.00
TEMPORARY FENCING FOR YARD	\$500.00 /	mo.	x	0	\$0.00
CONSTRUCTION YARD LIGHTING	\$250.00 /	mo.	x	0	\$0.00
OFFICE FURNISHINGS	\$500.00 /	mo.	x	18	\$9,000.00
COMPUTERS	\$300.00 /	mo.	x	18	\$5,400.00
SOFTWARE	\$200.00 /	mo.	x	18	\$3,600.00
PROCORE MANAGEMENT SOFTWARE	\$27,600.00 /	ls	x	1	\$27,600.00
COPY MACHINE	\$200.00 /	mo.	x	18	\$3,600.00
FAX MACHINE	NOT REQUIRED /	mo.	x		
INTERNET SERVICE	\$150.00 /	mo.	x	18	\$2,700.00
CELLULAR TELEPHONE	\$500.00 /	mo.	x	18	\$9,000.00
TELEPHONE	\$150.00 /	mo.	x	18	\$2,700.00
FEDERAL EXPRESS MAILINGS	\$100.00 /	mo.	x	18	\$1,800.00
POSTAGE	\$50.00 /	mo.	x	18	\$900.00
PHOTOGRAPHS					
AERIAL PHOTOS	\$110.00 /	mo.	x	18	\$1,980.00
JOB PHOTOS	\$100.00 /	mo.	x	18	\$1,800.00



PRE-CONSTRUCTION VIDEO	\$1,583.60 /	ls	x	1	\$1,583.60
PLAN REPRODUCTION COST/PRINTING	\$200.00 /	set	x	24	\$4,800.00
PROJECT CLOSEOUT DOCUMENTATION	\$10,000.00 /	ls	x	1	\$10,000.00
OFFICE SUPPLIES	\$100.00 /	mo.	x	18	\$1,800.00
FIRST AID SUPPLIES	\$50.00 /	mo.	x	18	\$900.00
SAFETY INSPECTOR	\$750.00 /	mo.	x	18	\$13,500.00
WATER SERVICE	\$35.00 /	mo.	x	18	\$630.00
SANITARY SERVICE	\$50.00 /	mo.	x	18	\$900.00
TEMP ELECTRIC SERVICE	\$750.00 /	mo.	x	18	\$13,500.00
GARBAGE SERVICE	\$25.00 /	mo.	x	18	\$450.00
CONSTRUCTION WATER	\$500.00 /	mo.	x	18	\$9,000.00
JOHN DEERE GATOR	\$500.00 /	mo.	x	18	\$9,000.00
ICE	\$275.00 /	mo.	x	18	\$4,950.00

BONDS					\$287,610.49
GENERAL BOND	\$21,270,780.00		x	1.25%	\$265,884.75
SUBCONTRACTORS BONDS (POOL)	\$640,858.00		x	3.39%	\$21,725.74

PARTNERING INITIATIVES					\$2,500.00
NOTICES, LETTERS, INFORMATION MEETINGS					\$2,500.00

INSURANCE					\$448,065.02
GENERAL INSURANCE	\$21,270,780.00		x	1.90%	\$404,144.82
Commercial General Liability					
Comprehensive Automobile Liability					
Owner Indemnification					
Professional (Errors/Omissions) Liability					
Excess/Umbrella Liability					
ADD'L INSURED	\$0.00 /	ea.	x	0	\$0.00
ADDED INSURANCES REQUIRED	\$17,568,081.70		x	0.250%	\$43,920.20
Builders Risk Insurance	Included				
Installation Floater	Not Included				
Flood Insurance	Not Included				
SUBCONTRACTORS' INSURANCE	Included in their direct costs				

SANITARY SERVICES					\$12,573.54
JOB TOILET (2ea.)/PROJECT	\$698.53 /	mo.	x	18	\$12,573.54

TESTING COSTS					\$40,248.00
DENSITIES	INCLUDED				
PRESSURE	INCLUDED				
PROCTORS	INCLUDED				
BACTERIOLOGICAL	INCLUDED				
CONCRETE CYLINDERS	INCLUDED				
MONITORING OF AUGERCAST PILE INSTALL	INCLUDED				
ENGINEERING & REPORTING	INCLUDED				
VIBRATION MONITORING	INCLUDED IN DIRECT CONSTRUCTION COSTS				
SPECIAL INSPECTOR FOR BUILDING	INCLUDED				
TEST PILES/PILE ENGINEERING	EXCLUDED				
LOW STAIN INTEGRITY TESTING	EXCLUDED				



<i>FEES</i>							\$0.00
PERMIT FEES	BCI to obtain; Cost pass through to Owner						
SFWMD DEWATERING PERMIT	BCI to obtain; Cost pass through to Owner						
BROWARD COUNTY HEALTH DEPARTMENT	BCI to obtain; Cost pass through to Owner						
<i>SURVEYING</i>							\$60,050.00
LAYOUT & ASBUILTS	\$52,050.00	LS	x	1		\$52,050.00	
ALLOWANCE FOR RESTAKING & DRAFTING	\$8,000.00 /	LS	x	1		\$8,000.00	
<i>SMALL HAND TOOLS/EQUIPMENT RENTAL</i>							\$5,500.00
ALLOWANCE (GENERAL)							\$5,500.00
GENERAL CONDITIONS TOTAL							\$1,093,840.65



City of Dania Beach
C.W. Thomas Park

Guaranteed Maximum Price
CONSTRUCTION MANAGEMENT FEE

From: Burkhardt Construction, Inc.
Attn: Marc R. Kleisley
1400 Alabama Ave., Suite #20
West Palm Beach, FL 33401
Tel: (561) 659-1400
Fax: (561) 659-1402

Owner: City of Dania Beach
Attn: Mrs. Cassi Waren
100 W. Dania Beach Blvd
Dania Beach, FL 33004
Tel: (954) 924-6800 x 3731

Designer: Bermello Ajamil and Partners
Attn: Mr. Randy Hollingworth
4711 South Le Jeune Rd
Coral Gables, FL 33146
Tel: (305) 859-2050

Plans: 100% Bid Set BCI received 12/11/2023

Location: C.W. Thomas Park
800 NW 2nd St., Dania Beach, FL 33004

Proposal
Due Date: 3/12/24; Rev. 3/25/24; Rev. 4/3/24

Item Description	Quantity	(Hrs./Week)	Wks.	Rate/Hr.	Amount
CW Thomas Park (18 Month Duration)					
Project Principal	4	Hrs./Wk.	80	\$ 215.00	\$ 68,800.00
Senior Project Manager	0	Hrs./Wk.	80	\$ 170.00	\$ -
Vertical Project Manager	32	Hrs./Wk.	80	\$ 125.00	\$ 320,000.00
Project Manager	24	Hrs./Wk.	80	\$ 125.00	\$ 240,000.00
Assistant Project Manager	24	Hrs./Wk.	80	\$ 95.00	\$ 182,400.00
LEED Certified	0	Hrs./Wk.	80	\$ 100.00	\$ -
Construction Field Manager	40	Hrs./Wk.	80	\$ 105.00	\$ 336,000.00
Assistant Construction Field Manager	0	Hrs./Wk.	80	\$ 75.00	\$ -
Project Accountant	8	Hrs./Wk.	80	\$ 95.00	\$ 60,800.00
Administrative Assistant	24	Hrs./Wk.	80	\$ 70.00	\$ 134,400.00
Field Office Clerk	0	Hrs./Wk.	80	\$ 55.00	\$ -
Total Construction Management Fee					\$ 1,342,400.00



City of Dania Beach
C.W. Thomas Park
Guaranteed Maximum Price
Based on 100% Bid Set of Plans for C.W. Thomas Park

Exceptions & Clarifications - 3/12/24; Rev. 3/25/24; Rev. 4/3/24

GENERAL

- 1 Scope of work and quantities are based on C.W. Thomas Park plan sheets dated 12/11/23 and specifications dated 1/22/24 by landscape architect of record; Bermello Ajamil and Partners. A complete plan log is attached.
- 2 Guaranteed Maximum Price (G.M.P.) was compiled using competitive bids received from pre-approved subcontractors and vendors.
- 3 G.M.P. includes a 2% construction contingency. Any unused construction contingency remaining at the completion of the project shall accrue solely to the City.
- 4 G.M.P. pricing is based on a project start date of May 13, 2024. Project duration shall be 18 months from notice to proceed.
- 5 G.M.P. does not include CODB Building Permit Fees, capital improvements, connection fees, and impact fees. Any other regulatory agency fees that may be necessary (FDEP, FWC, FEC, County, etc.) is also excluded.
- 6 It is understood that the Direct Construction Cost (Exhibit "A") is unit prices for the work shown in the plans and as modified by these exceptions and clarifications.
- 7 Project master schedule and schedule updates shall be a bar chart schedule acceptable to the Owner prepared by CMAR in house personnel.
- 8 Project Manual as described in the contract shall mean the closeout project manual which shall be updated periodically and presented to the Owner upon completion of the project. The information contained in this manual shall be as requested by the Owner.
- 9 G.M.P. does not include additional insurance premiums for naming individual property owners as additional insureds.
- 10 G.M.P. includes sales tax on materials.
- 11 All Construction easements shall be executed and recorded and all permits shall be issued prior to notice to proceed.
- 12 Due to the present volatile nature of the construction market, construction material costs could change substantially prior to construction. Due to the recent tariffs and the potential for future tariffs, material prices are increasing anywhere from 5% to 15% per month. The G.M.P. does not include any assumed material price increases. Material price increases may be passed through to the Owner with proper documentation, and paid for with construction contingency.
- 13 CODB Building Permits; All permits shall be obtained prior to start of construction and receipt of notice to proceed. Plans are in for permitting and GMP does not reflect any special permitting requirements. A Special Inspector is included.



- 14 The project will require free and unlimited jobsite access for workmen and deliveries during all authorized work hours.
- 15 Burkhardt Construction, Inc. (BCI) is not liable for failure to perform such work or any damages that occur if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster). If BCI asserts Force Majeure as the reason for failure to perform such work or such damages occur as a result of any Act of God, then BCI must prove that they took reasonable steps to minimize delay or damages caused by unforeseeable events, that BCI substantially fulfilled all obligations, and that the owner was timely notified of the likelihood or actual occurrence of the event described as an Act of God (Force Majeure). Any construction related damages that took place as a result, shall be repaired or removed and replaced at the same contract unit prices and shall be paid out of the owners contingency.
- 16 In the event that the terms and provisions of all attached Exhibits conflict with or are omitted from the terms and provisions of this Contract, the terms and provisions of the attached Exhibits shall govern solely with respect to the performance of the work.
- 17 G.M.P. includes vibration monitoring but does not include a pre/post construction survey by a geotechnical engineer on the existing buildings or structures within the project area. Should a pre/post construction survey be required, the value will be taken from owners contingency.
- 18 G.M.P. specifically excludes any payment processing fee.
- 19 G.M.P. does not include LEED Certification or Commissioning Plan.
- 20 This project is planned for a two phase construction schedule: The existing Community Center to remain open for most of the construction duration until the new Gymnasium / Community Center has reached it's TCO.
- 21 G.M.P. does not include an Art in Public Spaces Fees.
- 22 The City of Dania Beach has encumbered costs outside of the G.M.P. These costs include: Permit / Impact Fees - \$375,000.00; RAC Mitigation Fees - \$25,000.00; Utility Connections: \$50,000.00; Art in Public Spaces - \$115,000.00.

DEMOLITION / CLEARING & GRUBBING

- 1 G.M.P. does not include costs for removal / remediation of asbestos cement pipe or any other hazardous materials. Testing, inspection and abatement of existing buildings is included.

EARTHWORK / GRADING / SIDEWALK / HARDSCAPE CONSTRUCTION

- 1 GMP does not include removal or replacement of any unsuitable subsoils, specifically demucking. Prices are based on re-using excavated material. Unsuitable subsoil, if encountered, can be removed, disposed of, replaced as directed by the Owner and billed to the Owner at the actual direct cost.
- 2 Initial Geotech bore reports were included in the 90% Plan set. No subsurface soil investigations were performed by the CMAR during pre-construction services.
- 3 G.M.P. is based on the assumption that portions of the roadway will be closed to vehicular traffic during construction. This will be done with advance notice and an approved Maintenance of Traffic plan.
- 4 G.M.P. does not include a concrete subslab for playground areas. Artificial turf is to be installed in the playground area.



WATER / SEWER / STORM DRAINAGE

- 1 De-silting of the existing storm drainage system outside the project limits is excluded.
- 2 G.M.P. cost estimate assumes existing water valves can be shut off to perform required work. If the line cannot be shut down, line stops will be required and the costs associated shall be paid from owners contingency.
- 3 G.M.P. does not include City of Dania Beach meter installation and hook-up fees.
- 4 TV'ing of the existing sanitary sewer lines is not included in the GMP.
- 5 G.M.P. does not include any cost for disposal/treatment of contaminated ground water if dewatering operations is an option. It is assumed that clean groundwater generated by dewatering operations will be discharged into the existing storm drainage system.

FRANCHISE UTILITIES / ELECTRICAL

- 1 G.M.P. cost estimate does not include any design, engineering or installation fees which may be charged to the Owner by franchise utility companies. (electric, telephone, cable tv, gas). G.M.P. does not include the undergrounding of franchise utilities or any costs associated with modifying existing franchise utilities.
- 2 The Construction Manager at Risk shall not assume liability or warranty any work performed by FPL, COMCAST, ATT, TECO and/or their subcontractors.
- 3 G.M.P. includes a lightning detection system. To be mounted on Community Center.
- 4 G.M.P. includes a lightning protection system.
- 5 Irrigation Electrical/Service/ Time Clock Hook Up- Priced per plans. Unit not to exceed 5 amps.
- 6 Price includes furnishing and installing conduit and wire per plan only for Future Electric Vehicle Charging Station Power.
- 7 Emergency Call Box System is not included.
- 8 GMP does not include an electrical service to drinking fountains since the specified fountains do not have chillers.
- 9 GMP does not include GFCI Receptacles on Lightpoles.
- 10 F&I Service Point Complete (Incl. Lighting Control Panel); Service Point quote per plan sheet E301. Service Disconnect quote per Products and Equipment Note A1 on plan sheet E001 on revised plans. MTS quoted per Products and Equipment Note B1 on plan sheet E001. Building feed route as shown on plan sheet E082.
- 11 F&I Conduit and Wire for Security Cameras (Allowance); Price includes furnishing and installing (1) empty 2" conduit from the building to each of the sports lighting poles. This also includes one(1) additional conduit with #6 wire for 120 volt power. There is a separate allowance for the security camera equipment. The cctv/low voltage allowance is planning for six (6) cameras mounted on the six (6) Musco field lighting poles in lieu of the designed stand- alone pole. We are still carrying the additional pole in the GMP. There are seventeen (17) interior/exterior cameras planned for the building.



- 12 Concrete Poles for Security Cameras (Allowance); Price includes furnishing and installing one 12' mounting height precast concrete pole. There is a separate allowance for the security camera equipment.
- 13 New Franchise Utilities Modifications for New Park (Allowance); Price includes installing 50 ft of FP&L furnished 6" conduit. The installation of the pad, transformer, cables, and terminations by others. Comcast/AT&T conduit is per location shown on plan sheet LV010. Price does not include handholes.

LANDSCAPE / IRRIGATION

- 1 G.M.P. does not include an annual landscape maintenance agreement.
- 2 G.M.P. includes the relocation of noted trees one time.
- 3 G.M.P. does not include a guarantee on relocated material.

VERTICAL ELEMENTS

WOODS AND PLASTICS

- 1 G.M.P. includes all millwork for the classrooms and reception desk as shown on the drawings.

THERMAL AND MOISTURE PROTECTION

- 1 G.M.P. includes waterproofing at all exterior openings prior to windows / doors being installed.

DOORS/WINDOWS

- 1 G.M.P. includes the glass curtain wall system by Crawford Tracy based on their specs to meet the design intent. This is subject to approval and final system design.
- 2 G.M.P. does not include any wood doors. The spec includes a section for flush wood doors but none are indicated on the drawings. Every door has been accounted for on the plans. All the interior doors are hollow metal or aluminum storefront doors. The flush wood door specification does not apply.
- 3 Included in the GMP is a custom, impact resistant sliding window for the snack bar to match the curtain wall system and finish. The specification calls for a Quickserv series door which is entirely different from what is called for in the plans and does not match the designed system. Pricing does not include the Quickserv door as indicated in the specification.

FINISHES

- 1 G.M.P. includes a drywall header for the areas receiving glass walls systems.
- 2 All drywall is figured to be a level 4 finish.
- 3 All drywall partitions are priced as shown on the wall schedule. Please note there is a possibility STC 50 rating cannot be achieved with this wall type.
- 4 G.M.P. includes the specified Armstrong Optima Concealed system with made to order 24x24 ceiling tiles. Please note that Armstrong does NOT recommend using this system and a concealed tile system is NOT compatible with the specified linear lights.
- 5 G.M.P. includes a wood gym floor using one of the manufacturers listed in the specifications but not the product listed on the drawings. The G.M.P. includes an Anchored Floor system.
- 6 G.M.P. includes an ALLOWANCE for the Acoustical Wall Panels in the gym and it's only shown on 1 wall, (8 ea @ 3'x4'). Allowance would include all specialty acoustic engineering.

BURKHARDT
CONSTRUCTION, INC.

- 7 G.M.P. includes Solid Surface for the tops on the exterior of the snack bar. It's specified for CT-02 but CT is not listed on the finish schedule.

SPECIALTIES

- 1 Sheet A607, restroom accessories schedule, calls for Bobrick Privada high pressure laminate toilet partitions. Written spec 10 21 13 indicates Phenolic Core Toilet partitions. Bobrick doesn't recommend Privada Toilet Partitions for a Park and would NOT provide a proposal.
G.M.P. includes Phenolic Core Toilet partitions by Bobrick.
- 2 G.M.P. includes a 4'x6' magnetic whiteboard as specified (drawings show full wall).
- 3 G.M.P. does not include any wall protection (Corner Guards, wall guards, bumpers, etc.). There was a spec provided but nothing called out on the drawings to indicate where and quantity.
- 4 G.M.P. includes the specified mailbox on A607.

EQUIPMENT

- 1 G.M.P. includes all kitchen equipment as shown on the equipment schedule.
- 2 G.M.P. includes athletic equipment as listed
- 3 G.M.P. includes Gymnasium Equipment as specified.
- 4 G.M.P. includes 20 pairs of dumbbells (5LB-100LB) and 2 racks.

FURNISHINGS

- 1 G.M.P. does not include any window shades / window treatments.
- 2 All building furnishings are included per specified products shown on page A607.

MECHANICAL AND PLUMBING

- 1 G.M.P. does not include any BIM modeling of the mechanical work.
- 2 G.M.P. includes a Trane Tracer BMS.

ELECTRICAL

- 1 G.M.P. includes electrified card reader access control for the Community Center front door, back door, and pool access door.
- 2 G.M.P. includes a lightning protection system for the building.
- 3 G.M.P. does not include a standby generator. A manual transfer switch with upgraded electrical gear was designed with quick-connects for a portable/trailer mounted generator.



City of Dania Beach, Project
C. W. THOMAS PARK
Building & Structures
DIRECT COSTS B.F.

100% Construction Documents

CONTRACTOR:

BUTLER CONSTRUCTION

12-Mar-24

R 3/25/2024

TO: BURKHARDT CONSTRUCTION, INC.

1400 ALABAMA AVE., #20
 WEST PALM BEACH, FL. 33401
 ATT: MARC KLEISLEY, BILL ZAMMIT
 TELEPHONE: 561-659-1400; FAX: 659-1402

Improvements:

BUILDINGS
Community Building

FOR: CITY OF DANIA BEACH, FLORIDA

100 W. Dania Beach Boulevard
 Dania Beach, FL. 33004
 ATTN:

ARCHITECT/LANDSCAPE: Bermello Ajamil & Partners, Inc.

4711 South Lejune Road
 Coral Gables, FL 33146

M.E.P.:

Hammond & AssociatesElec. RDCE, Inc.

PROJECT: C. W. Thomas Park

800 N.W. 2nd Street
 Buildings & Structures
 Dania Beach, Florida 33004

STRUCTURAL: MUEngineers, Inc.

CIVIL ENGINEERS: Cordova, Rodriguez & Associates, Inc.

PLANS: 100% Construction Documents, C.W. Thomas Park,
 Dated December 4th, 2023 Received 12-11-2023

Revised:

14,596 SF

TOTAL

ITEM NO.	BID ITEM DESCRIPTION	UNIT PRICE	TOTAL PER LINE ITEM	TOTAL PER DIVISION	SQ FT COST	NOTES
1.0 GENERAL REQUIREMENTS					<u>\$0.00</u>	
1.05	PERMITS	N.I.C		\$0.00 BY OTHERS ??	\$0.00	
1.1	SUPERVISION / MANAGEMENT	1 LS \$ -	Y	\$0.00	\$0.00	INCL
1.3	MOBILIZATION/GENERAL CONDITIONS	1 LS \$ -	Y	\$0.00	\$0.00	INCL
1.35	BARRICADES/M.O.T.	1 LS \$ -	Y	\$0.00 As Required for Bldgs	\$0.00	INCL
1.46	Engineering / Threshold Inspection Plan	1 LS \$ -	Y	\$0.00	\$0.00	INCL
1.52	FINAL CONSTRUCTION CLEAN	1 LS \$ -	Y	\$0.00 For Bldgs	\$0.00	INCL
2.0 SITE WORK					<u>\$0.00</u>	
2.05	CLEAR & GRUB	None		\$0.00 BY OTHERS	\$0.00	INCL
2.1	DEMOLITION (SELECTIVE)	1 LS \$ -	Y	\$0.00 Allow	\$0.00	INCL
2.15	TRASH REMOVAL	1 LS \$ -	Y	\$0.00	\$0.00	INCL
2.2	LAYOUT	1 LS \$ -	Y	\$0.00	\$0.00	INCL
2.4	SOIL POISONING	14596 SF \$ -	Y	\$0.00	\$0.00	INCL
2.45	AUGER CAST PILES	N.I.C		\$0.00	\$0.00	See Geotechnical Engine
2.63	DUMPSTER ENCLOSURE	1 LS \$ -	Y	\$0.00	\$0.00	INCL
2.65	IRRIGATION	N.I.C		\$0.00 BY OTHERS	\$0.00	
2.2	LANDSCAPING	N.I.C		\$0.00 BY OTHERS	\$0.00	
3.0 CONCRETE					<u>\$1,028,496.00</u>	
3.15	<u>Spread Footing</u> 8/F48, 1/F60, 2/F72, 2/F96x132, 3/F108, 1/F132, 1/F132x192, 1/F150.	1 LS \$ 1,028,496.00	Y	\$1,028,496.00 ALL CONCRETE WORK	\$70.46	
3.15	<u>Wall Footing</u> CF24, CF24A, CF36, CF48, CF48A, CF60, CF108	1 LS \$ -	Y	\$0.00	\$0.00	INCL
3.2	<u>Concrete Columns</u> C1 through C24	1 LS \$ -	Y	\$0.00	\$0.00	INCL
3.25	<u>Concrete Beams</u> RCB-1 through RCB-54 RTB-1 through RTB-11 TB-1 & TB-2	1 LS \$ -	Y	\$0.00	\$0.00	INCL
3.3	CONC FLOOR SLAB W/ Thicken edge as shown. 1.5 Metal Deck 5" SOG 4" SOG 6" RC Slab 12" RC Slab	1 LS \$ -	Y	\$0.00	\$0.00	INCL
3.31	<u>Sealed Concrete Floors</u>	1 LS \$ -	Y	\$0.00	\$0.00	INCL
3.35	<u>MISC APPROACH WALKS & STEPS</u> CONC WALKS & STEPS	1 LS \$ -	Y	\$0.00 Provided	\$0.00	INCL APPROACHES

4.0 MASONRY					<u>\$498,648.00</u>	\$34.16
4.01	MASONRY WALLS MW-1 MW-2 MW-3 (Dumpster Wall) RCW-1	1 LS	\$ 498,648.00	Y	\$498,648.00	\$34.16
5.0 METALS					<u>\$523,646.00</u>	\$35.88
5.05	ROOF FRAMING BAR JOIST FOR ROOF SYSTEM 12/8K1, 2/10K1, 17/18K3, 12/16K2, 11/18K3, 10/16K3, 3/14K1, 19/36LH12 L1, L2, L3, L4 14/W8X10, 3/W8X24, 2/W8X40	1 LS	\$ 484,464.00	Y	\$484,464.00	\$33.19
5.06	ACCESS STAIR / ROOF	1 LS	\$ 39,182.00	Y	\$39,182.00	\$2.68 A503
5.1	ROOF DECKING 1.5" METAL DECK	1 LS	\$ -	Y	\$0.00	\$0.00 INCL
5.1	MISC. ROOF FRAMING & METAL WORK	1 LS	\$ -	Y	\$0.00	\$0.00 INCL
6.0 CARPENTRY					<u>\$103,934.00</u>	\$7.12
6.05	ROUGH CARPENTRY	1 LS	\$ 13,529.00	Y	\$13,529.00	\$0.93
6.15	MISC. FINISH CARPENTRY	1 LS	\$ -	Y	\$0.00	\$0.00 AS NEEDED
6.15	INSTALL DOORS / FINISH CARPENTRY	1 LS	\$ -	Y	\$0.00	\$0.00 INCL
6.2	MILLWORK / CARPENTRY C1 Cabinets CT1 Counter Top CT2 Counter Top CT3 Serving Counter Top	1 LS	\$ 90,405.00	Y	\$90,405.00	\$6.19 SS01, PL01 - 03 SS01, PL01 - 03 SS01, PL01 - 03
6.2	MISC. MILLWORK / CARPENTRY Base & Trim	1 LS	\$ -	Y	\$0.00	\$0.00 AS NEEDED
7.0 MOISTURE PROTECTION					<u>\$461,519.00</u>	\$31.62
7.07	SINGLE PLY ROOF MEMBRANE W/ Rigid Insulation as required.	1 LS	\$ 376,834.00	Y	\$376,834.00	\$25.82
7.11	ROOF SCUPPERS & DOWNSPOUTS	1 LS	\$ -	Y	\$0.00	\$0.00 INCL
7.12	ROOF SKYLIGHTYS (3EA) Set	1 LS	\$ 36,192.00	Y	\$36,192.00	\$2.48 INCL MOCK UP
7.13	ROOF DRAINS (17EA)	1 LS	\$ -	Y	\$0.00	\$0.00 INCL
7.15	CAULKING	1 LS	\$ -	Y	\$0.00 As Required	\$0.00 AS REQUIRED
7.2	WATERPROFFING MEMBRANE	1 LS	\$ 48,493.00	Y	\$48,493.00	\$3.32 INCL
7.32	ROOF LADDER	1 LS	\$ -	Y	\$0.00	\$0.00 INCL
7.35	FRAMED WALL INSULATION	1 LS	\$ -	Y	\$0.00	\$0.00 INCL
8.0 DOORS, WINDOWS, GLASS					<u>\$1,593,081.00</u>	\$109.15
8.11	HOLLOW METAL DOOR & FRAMES	1 LS	\$ 136,795.00	Y	\$136,795.00	\$9.37
8.31	ACCESS DOORS & FRAMES	1 LS	\$ -	Y	\$0.00	\$0.00 INCL
8.33	COILING COUNTER DOORS	1 LS	\$ -	N	\$0.00	NONE \$0.00
8.41	AL. -FRAMED ENTRANCES & STOREFRONTS	1 LS	\$ 63,117.00	Y	\$63,117.00	\$4.32 A602
8.44	GLAZED AL. CURTAIN WALLS & WINDOWS	1 LS	\$ 1,393,169.00	Y	\$1,393,169.00	\$95.45 A602
8.51	ALUMINUM WINDOWS W-1, W-2, W-3, W-4.	1 LS	\$ -	Y	\$0.00	\$0.00 INCL
8.62	UNIT SKYLIGHTS (3)	1 LS	\$ -	Y	\$0.00	\$0.00 SEE ROOFING
8.71	DOOR HARDWARE PACKAGE	1 LS	\$ -	Y	\$0.00	\$0.00 INCL, See8.11
8.83	MIRRORS	1 LS	\$ -	Y	\$0.00	\$0.00 INCL
8.91	VENTS & LOUVERS	1 LS	\$ -	Y	\$0.00	\$0.00 INCL

9.0 FINISHES					<u>\$1,365,070.00</u>	\$93.52
9.05	DRYWALL & METAL STUDS Walls & Ceilings P1, P4A, P5, P6A, P6B, P7 Note Added Valance Details A502	1 LS	\$ 295,491.00	Y	\$295,491.00	\$20.24 INCL INSULATION
9.2	STUCCO W/ LATH AS REQUIRED Walls & Ceilings	1 LS	\$ 270,670.00	Y	\$270,670.00	\$18.54 Note Exposed Masonry ^
9.25	<u>ACOUSTICAL / LAY-IN CEILING CC01</u>	1 LS	\$ 96,254.00	Y	\$96,254.00	\$6.59
9.35	FLOOR COVERINGS					
	Basketball Court (Wood) WF01	1 LS	\$ 147,746.00	Y	\$147,746.00	\$10.12
	Gymnasium Area Rubber Athletic Flooring RF01	1 LS	\$ 86,114.00	Y	\$86,114.00	\$5.90
	Vinyl Floor VF01, 02, 03	1 LS	\$ -	Y	\$0.00	\$0.00 INCL
9.5	BASE Vinyl WB01	1 LS	\$ -	Y	\$0.00 Allow	\$0.00 INCL
9.55	PAINTING Interior & Exterior, Include Touch Up Exposed Concrete Block	1 LS	\$ 324,196.00	Y	\$324,196.00 Interior & Exterior Trim	\$22.21 A606
9.58	TILE FINISHES Wall Tile WT01, Floor TF01 & WB02 & Misc. Trim, Base	1 LS	\$ 144,599.00	Y	\$144,599.00	\$9.91 A606
9.58	FLOOR FINISHES Porcelian Floor Tile	1 LS	\$ -	Y	\$0.00	\$0.00 INCL
9.6	WALL COVERINGS	1 LS	\$ -	Y	\$0.00	\$0.00 INCL
10.0 SPECIALTIES					<u>\$241,514.00</u>	\$16.55
10.05	TOILET ACCESSORIES	1 LS	\$ -	Y	\$0.00	\$0.00 INCL SEE 10.1
10.09	FOLDING PARTITIONS (3)	1 LS	\$ 82,738.00	Y	\$82,738.00	\$5.67
10.1	TOILET PARTITIONS	1 LS	\$ 74,940.00	Y	\$74,940.00	\$5.13
10.15	SIGNAGE	1 LS	\$ 54,987.00	Y	\$54,987.00	\$3.77 A505
10.2	FIRE EXTINGUISHERS & CABINETS (3)	1 LS	\$ 3,737.00	Y	\$3,737.00	\$0.26
10.55	FLAGPOLE (2EA)	1 LS	\$ -	N	\$0.00 BY OTHERS	\$0.00 LM-01
10.67	POSTAL SPECIALTIES (Misc Equipment) SEE E607 MISC. EQUIP.	1 LS	\$ 25,112.00	Y	\$25,112.00	\$1.72 LOCKERS, DISPLAY BDS.
11.0 EQUIPMENT					<u>\$312,527.00</u>	\$21.41
11.4	FOOD SERVICE EQUIPMENT SEE A607 KIT EQ SCHEDULE	1 LS	\$ 46,852.00	Y	\$46,852.00	\$3.21
11.66	BASKETBALL HOOPS (6EA)	1 LS	\$ -	Y	\$0.00	\$0.00 INCL
11.66	BASKETBALL EQUIPMENT SEE A607 BASKETBALL EQUIP Scoreboard, Volleyball, Divider	1 LS	\$ 116,748.00	Y	\$116,748.00	\$8.00
11.66	EXERCISE EQUIPMENT SEE A607 GYM EQ SCHEDULE	1 LS	\$ 101,648.00	Y	\$101,648.00	\$6.96 LESS MISC WEIGHTS
11.66	UPGRADE WEIGHT RACK & WEIGHTS	1 LS	\$ -	A	\$0.00	\$0.00 SEE BELOW
11.66	TELESCOPING BLEACHERS (2ea)	1 LS	\$ 47,279.00	Y	\$47,279.00	\$3.24
12.0 FURNISHING					<u>\$69,503.00</u>	\$4.76
12.01	CLASSROOM & OFFICE EQUIPMENT	1 LS	\$ 69,503.00	Y	\$69,503.00	\$4.76 A607
13.0 SPECIAL CONSTRUCTION			NONE		<u>\$0.00</u>	\$0.00
14.0 CONVEYING SYSTEMS			NONE		<u>\$0.00</u>	\$0.00

15.0 MECHANICAL							
						<u>\$1,374,166.00</u>	\$94.15
15.05	PLUMBING	1 LS	\$ 489,915.00	Y	\$489,915.00	Include Mounting Brackets	\$33.57
15.09	GREASE TRAP	1 N.I.C.	\$ -	N	\$0.00	NONE	\$0.00
15.1	H.V.A.C. / VENTILATION	1 LS	\$ 795,013.00	Y	\$795,013.00		\$54.47
15.12	KITCHED EXHAUST HOOD	1 LS	\$ -	N	\$0.00	NONE	\$0.00
15.15	FIRE SPRINKLER SYSTEM	1 LS	\$ 89,238.00	Y	\$89,238.00		\$6.11
16.0 ELECTRICAL						<u>\$1,088,744.00</u>	\$74.59
16.05	ELECTRIC	1 LS	\$ 887,809.00	Y	\$887,809.00		\$60.83
16.1	ELECTRIC FIXTURES & CONTROLS	1 LS	\$ -	Y	\$0.00	E201	\$0.00 INCL
16.12	LIGHTNING PREDICTION SYSTEM	1 LS	\$ 47,279.00	Y	\$47,279.00		\$3.24
16.45	LIGHTNING PROTECTION SYSTEM	1 LS	\$ -	Y	\$0.00		\$0.00 INCL 16.05
16.15	SITE ELECTRIC	N.I.C.			\$0.00	BY OTHERS	\$0.00
16.28	FIRE ALARM SYSTEM	1 LS	\$ -	Y	\$0.00		\$0.00 INCL
16.3	PHONE / CABLE / A-V SYSTEM	1 LS	\$ -	Y	\$0.00	See below	\$0.00
16.3	ACCESS CONTROL ENTRY	1 LS	\$ -	A	\$0.00	See below	\$0.00 SEE BELOW
16.28	SECURITY/CAMERA SYSTEM	1 LS	\$ -	Y	\$0.00		\$0.00 SEE 16.3
16.5	SOUND/ PA SYSTEM	1 LS	\$ 153,656.00	Y	\$153,656.00	Allowance	\$10.53
16.6	GENERATOR Connection	1 LS	\$ -	Y	\$0.00		\$0.00 INCL, QUICK CONNECT
			\$ 8,660,848.00		\$8,660,848.00	<u>\$8,660,848.00</u>	\$593.37

NOTES & CLARIFICATIONS:

		8,660,484.00
1	Permits N.I.C., BY OTHERS	
2	Temporary Toilets Included	
3	Pool Building Included	
4	Connect to Utilites 5' out from Building	
5	Add for Low Voltage Camera etc.	\$ 43,337.00
6	Add for Score Board Installation	\$ 29,549.00
7	Add Upgraded Weight Racks & Weights 5-100	\$ 12,980.00
8	Add Access Control, 3 Locations	\$ 43,873.00

Burkhardt Construction has provided Quantities, these are approximate quantities for the convenience of preparing and analyzing prices submitted by Sub Contractors and Venders. It is understood that the Sub Contractors and Vendors are responsible for reviewing the Plans & Specifications and submitting a total price for a full, complete, functioning product of finished work in accordance with and in the spirit and intent of the contract documents.



Burkhardt Construction, Inc.

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Job #: 2217 PRECON - CW Thomas Park Improvements
100 NW 8 Avenue
Dania Beach, Florida 33004

Current Drawings

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
Aquatic					
MR-1	SWIMMING POOL MECHANICAL ROOM	2	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
MR-2	SWIMMING POOL DETAILS	2	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
MR-3	SWIMMING POOL DETAILS	2	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
MR-4	SWIMMING POOL DETAILS	2	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
MR-5	SWIMMING POOL DETAILS	2	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
MR-6	SWIMMING POOL DETAILS	2	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
SP-0	OVERALL AREA LAYOUT PLAN	2	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
SP-1	SWIMMING POOL LAYOUT PLAN	3	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
SP-2	SWIMMING POOL SECTIONS	2	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
SP-3	SWIMMING POOL PIPING PLAN	2	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
SP-4	SWIMMING POOL LAYOUT PLAN	3	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
SP-5	SWIMMING POOL DETAILS	3	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
SP-6	SWIMMING POOL DETAILS	2	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
SP-7	SWIMMING POOL DETAILS	2	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
SP-8	SWIMMING POOL DETAILS	2	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
SP-9	SWIMMING POOL DETAILS	2	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
SP-10	SWIMMING POOL DETAILS	2	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
SP-11	SWIMMING POOL DETAILS	1	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
Architecture					
A100	FLOOR PLAN	4	02/22/2024	02/22/2024	Permit Plans (02/22/24)
A101	ROOF PLAN	3	12/11/2023	12/11/2023	100% construction drawings (10/30/23)



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Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
					23)
A102	REFLECTED CEILING PLAN	3	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
A103	FLOOR FINISH PLAN	3	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
A104	SIGNAGE PLAN	3	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
A201	EXTERIOR ELEVATIONS - NORTH AND SOUTH	3	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
A202	EXTERIOR ELEVATIONS - WEST AND EAST	2	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
A301	BUILDING SECTIONS	4	02/22/2024	02/22/2024	Permit Plans (02/22/24)
A302	BUILDING SECTIONS	4	02/22/2024	02/22/2024	Permit Plans (02/22/24)
A303	BUILDING SECTIONS	3	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
A304	BUILDING SECTIONS	2	02/22/2024	02/22/2024	Permit Plans (02/22/24)
A305	WALL SECTIONS	2	02/22/2024	02/22/2024	Permit Plans (02/22/24)
A306	WALL SECTIONS	2	02/22/2024	02/22/2024	Permit Plans (02/22/24)
A401	ENLARGED RESTROOM PLANS & INTERIOR ELEVATIONS	3	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
A402	ENLARGED POOL BATHROOM PLANS & INTERIOR ELEVATIONS	3	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
A403	ENLARGED KITCHEN PLAN & INT. INTERIOR ELEVATIONS	3	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
A404	ADMIN AREA ENLARGED PLAN & INTERIOR ELEVATIONS	3	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
A405	CLASSROOM ENLARGED PLAN	3	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
A406	CLASSROOM INTERIOR ELEVATIONS	3	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
A407	ENLARGED DUMPSTER PLAN AND DETAILS	3	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
A408	POOL ROOM ENLARGED PLAN & ELEVATIONS	3	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
A501	ROOF DETAILS	2	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
A502	MISC. DETAILS	1	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
A503	MISC. DETAILS	2	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
A504	MILLWORK DETAILS	1	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
A505	SIGN TYPES AND DETAILS	1	12/11/2023	12/11/2023	100% construction drawings (10/30/23)



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Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
A506	CEILING DETAILS	1	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
A507	RESTROOM DETAILS	1	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
A600	DOORS SCHEDULE AND NOTES	2	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
A601	DOOR DETAILS	1	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
A602	CURTAIN WALL, STOREFRONT, AND WINDOW SCHEDULES	3	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
A603	CURTAIN WALL SCHEDULE AND DETAILS	2	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
A604	CURTAIN WALL SCHEDULE AND DETAILS	3	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
A605	CURTAIN WALL DETAILS	2	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
A606	FINISH SCHEDULE	2	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
A607	MISC. SCHEDULES	1	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
A700	WALL TYPES	4	02/22/2024	02/22/2024	Permit Plans (02/22/24)
A900	CONCEPTUAL RENDERINGS	3	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
A901	CONCEPTUAL RENDERINGS	1	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
A902	CONCEPTUAL RENDERINGS	1	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
AS100	OVERALL ARCHITECTURAL SITE PLAN	0	10/30/2023	10/30/2023	100% construction drawings (10/30/23)
AS101	ENLARGED ARCHITECTURAL SITE PLAN	4	02/22/2024	02/22/2024	Permit Plans (02/22/24)
G001	INFORMATION, ABBREVIATIONS AND SYMBOLS	3	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
G002	GENERAL NOTES	3	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
LS100	LIFE SAFETY PLAN	1	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
Civil					
C101	SITE DEMOLITION / EXISTING CONDITIONS 01	3	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
C102	SITE DEMOLITION / EXISTING CONDITIONS 02	3	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
C111	STORMWATER POLLUTION PREVENTION PLAN	3	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
C201	PAVING GRADING AND DRAINAGE PLAN 01	4	02/22/2024	02/22/2024	Permit Plans (02/22/24)



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Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
C202	PAVING GRADING AND DRAINAGE PLAN 02	4	02/22/2024	02/22/2024	Permit Plans (02/22/24)
C221	PAVING, GRADING, AND DRAINAGE SECTIONS	0	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
C231	PAVING, GRADING, AND DRAINAGE DETAIL 01	2	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
C232	PAVING, GRADING, AND DRAINAGE DETAIL 02	4	02/22/2024	02/22/2024	Permit Plans (02/22/24)
C235	DRAINAGE WELL DETAILS	2	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
C241	FIELD DRAINAGE DETAILS	1	02/22/2024	02/22/2024	Permit Plans (02/22/24)
C301	WATER AND SEWER PLANS 01	4	02/22/2024	02/22/2024	Permit Plans (02/22/24)
C302	WATER AND SEWER PLANS 02	3	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
C330	WATER AND SEWER DETAIL 01	2	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
C331	WATER AND SEWER DETAILS 02	2	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
C335	WATER FOUNTAIN DETAIL	0	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
C401	SIGNING AND MARKING PLAN 1	2	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
C402	SIGNING AND MARKING PLAN 2	2	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
C501	SPECIFICATIONS	3	02/22/2024	02/22/2024	Permit Plans (02/22/24)
Electrical					
E001	ELECTRICAL INDEX, GENERAL NOTES AND LEGEND	5	02/22/2024	02/22/2024	Permit Plans (02/22/24)
E002	LIGHTING FIXTURE SCHEDULE	0	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
E080	ELECTRICAL NORTH SITE PLAN-DEMO	1	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
E081	ELECTRICAL SOUTH SITE PLAN - DEMO	2	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
E082	ELECTRICAL NORTH SITE PLAN	3	02/22/2024	02/22/2024	Permit Plans (02/22/24)
E083	ELECTRICAL SOUTH SITE PLAN	2	02/22/2024	02/22/2024	Permit Plans (02/22/24)
E091	PHOTOMETRICS SITE PLAN	3	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
E092	PHOTOMETRICS SITE PLAN	1	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
E093	PHOTOMETRICS MUSCO LIGHTING	1	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
E094	PHOTOMETRICS MUSCO LIGHTING	1	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
E095	PHOTOMETRICS MUSCO LIGHTING	0	12/11/2023	12/11/2023	100% construction drawings (10/30/23)



Burkhardt Construction, Inc.

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100 NW 8 Avenue
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Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
E101	ELECTRICAL POWER FLOOR PLAN	3	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
E102	ELECTRICAL LIGHTING PLAN	3	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
E103	ELECTRICAL LIGHTING SWITCH CONTROL PLAN	2	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
E104	PHOTOMETRICS NORMAL LIGHTING	1	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
E105	PHOTOMETRICS EMERGENCY LIGHTING PLAN	1	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
E106	ELECTRICAL ROOF PLAN	1	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
E107	ELECTRICAL ENLARGED FLOOR PLANS	1	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
E201	ELECTRICAL SCHEDULES	5	02/22/2024	02/22/2024	Permit Plans (02/22/24)
E301	ELECTRICAL RISER	2	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
E401	ELECTRICAL DETAILS	3	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
E402	LIGHTNING PROTECTION DETAILS	1	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
E403	LIGHTING CONTROL DETAILS	1	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
E404	LIGHTING CONTROL DETAILS	1	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
E405	LIGHTING CONTROL DETAILS	1	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
E501	FIRE ALARM NOTES AND RISER	3	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
E502	FIRE ALARM FLOOR PLAN	3	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
LV001	LOW VOLTAGE GENERAL NOTES	2	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
LV010	LOW VOLTAGE SITE PLAN	3	02/22/2024	02/22/2024	Permit Plans (02/22/24)
LV101	LOW VOLTAGE FLOOR PLAN	2	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
LV200	LOW VOLTAGE RISER DIAGRAMS	2	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
LV300	BDA SYSTEM GENERAL	2	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
LV301	BDA SYSTEM DIAGRAM	2	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
Fire Protection					
FP001	FIRE PROTECTION GENERAL NOTES	2	12/11/2023	12/11/2023	100% construction drawings (10/30/23)



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Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
					23)
FP101	FIRE PROTECTION CEILING PLAN	2	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
FP201	FIRE PROTECTION DETAILS	2	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
FP202	FIRE PROTECTION DETAILS CONTD.	2	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
General					
COVER	COVER	3	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
SP-01	SITE PLAN	4	02/22/2024	02/22/2024	Permit Plans (02/22/24)
Irrigation					
IR-01	IRRIGATION PLAN	1	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
IR-02	IRRIGATION PLAN	1	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
IR-03	IRRIGATION LEGEND & NOTES	1	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
IR-04	IRRIGATION DETAILS	1	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
IR-05	IRRIGATION DETAILS	1	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
Landscape					
LF-01	HARDSCAPE PAVING AND FINISHES PLAN	4	02/22/2024	02/22/2024	Permit Plans (02/22/24)
LF-02	HARDSCAPE PAVING AND FINISHES PLAN	4	02/22/2024	02/22/2024	Permit Plans (02/22/24)
LF-03	HARDSCAPE PAVING & FINISHES LEGEND	4	02/22/2024	02/22/2024	Permit Plans (02/22/24)
LF-04	HARDSCAPE PAVING & FINISHES DETAILS	4	02/22/2024	02/22/2024	Permit Plans (02/22/24)
LF-05	HARDSCAPE PAVING & FINISHES DETAILS	3	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
LF-06	SOCCER FIELD STRIPING PLAN	3	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
LL-01	LANDSCAPE PLAN	3	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
LL-02	LANDSCAPE PLAN	3	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
LL-03	PLANT MATERIAL LIST	4	02/22/2024	02/22/2024	Permit Plans (02/22/24)
LL-04	LANDSCAPE LEGEND	3	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
LL-05	LANDSCAPE DETAILS	3	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
LL-06	LANDSCAPE NOTES	3	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
LM-01	HARDSCAPE MATERIALS & FURNITURE PLAN	3	12/11/2023	12/11/2023	100% construction drawings (10/30/23)



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					23)
LM-02	HARDSCAPE MATERIALS & FURNITURE PLAN	4	02/22/2024	02/22/2024	Permit Plans (02/22/24)
LM-03	HARDSCAPE MATERIALS & FURNITURE LEGEND	3	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
LM-04	HARDSCAPE MATERIALS & FURNITURE LEGEND	3	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
LM-05	HARDSCAPE MATERIALS & FURNITURE LEGEND	3	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
LM-05.1	HARDSCAPE MATERIALS & FURNITURE LEGEND	1	02/22/2024	02/22/2024	Permit Plans (02/22/24)
LM-06	HARDSCAPE MATERIALS & FURNITURE DETAILS	4	02/22/2024	02/22/2024	Permit Plans (02/22/24)
LM-07	HARDSCAPE MATERIALS & FURNITURE DETAILS	3	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
LM-08	HARDSCAPE MATERIALS & FURNITURE IMAGES	3	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
LM-09	HARDSCAPE MATERIALS & FURNITURE IMAGES	3	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
LM-10	ART PIECE GENERAL DIMENSIONS	1	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
LM-11	HARDSCAPE MATERIALS & FURNITURE DETAILS	2	02/22/2024	02/22/2024	Permit Plans (02/22/24)
LM-12	LIGHTING CUT SHEETS	0	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
LM-13	LIGHTING CUT SHEETS	0	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
LM-14	LIGHTING CUT SHEETS	0	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
LM-15	LIGHTING CUT SHEETS	0	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
Mechanical					
M001	MECHANICAL GENERAL NOTES, LEGEND, & INDEX	3	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
M002	MECHANICAL COMMISSIONING SPECIFICATION	0	02/22/2024	02/22/2024	Permit Plans (02/22/24)
M101	MECHANICAL FLOOR PLAN	3	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
M102	MECHANICAL ROOF PLAN	3	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
M201	MECHANICAL ENLARGED PLANS	1	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
M301	MECHANICAL DETAILS	3	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
M401	HVAC SCHEDULES	3	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
M501	MECHANICAL CONTROLS	2	12/11/2023	12/11/2023	100% construction drawings (10/30/23)



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Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
Plumbing					
P001	PLUMBING GENERAL NOTES	3	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
P101	DOMESTIC WATER FLOOR PLAN	3	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
P102	SANITARY FLOOR PLAN	3	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
P103	STORM FLOOR PLAN	3	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
P104	POOL BUILDING	3	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
P105	ROOF PLAN	1	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
P200	RESTROOM ENLARGEMENT	0	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
P301	DOMESTIC WATER PIPING ISOMETRIC	3	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
P302	SANITARY PIPING ISOMETRIC	0	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
P303	STORM PIPING ISOMETRIC	0	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
P401	PLUMBING DETAILS	0	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
Structural					
S-0.00	STRUCTURAL NOTES	3	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
S-0.01	STRUCTURAL NOTES AND ABBREVIATIONS	3	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
S-0.02	CONCRETE TABLE	3	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
S-1.00	TYPICAL DETAILS	3	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
S-1.01	TYPICAL DETAILS	3	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
S-2.00	FOUNDATION PLAN	3	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
S-2.01	GROUND FLOOR PLAN	3	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
S-2.02	LOW ROOF FRAMING PLAN	3	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
S-2.03	HIGH ROOF FRAMING PLAN	3	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
S-2.04	POOL EQUIPMENT PLANS	3	12/11/2023	12/11/2023	100% construction drawings (10/30/23)



Burkhardt Construction, Inc.

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Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
S-2.05	DUMPSTER PLAN	2	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
S-3.00	SECTIONS AND DETAILS	3	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
S-3.01	SECTIONS AND DETAILS	2	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
S-3.02	SECTIONS AND DETAILS	1	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
S-3.03	SECTIONS AND DETAILS	0	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
S-4.00	SCHEDULES	3	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
S-4.01	SCHEDULES	3	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
S-4.02	COMPONENTS AND CLADDING DIAGRAM	4	02/22/2024	02/22/2024	Permit Plans (02/22/24)
S-5.00	3D VIEWS	3	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
Survey					
SHEET 1 OF 3	SKETCH OF TOPOGRAPHIC SURVEY	3	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
SHEET 2 OF 3	SKETCH OF TOPOGRAPHIC SURVEY	3	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
SHEET 3 OF 3	SKETCH OF TOPOGRAPHIC SURVEY	3	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
Tree Disposition					
LT-01	TREE DISPOSITION PLAN	3	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
LT-02	TREE DISPOSITION PLAN	3	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
LT-03	TREE DISPOSITION TABLE	3	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
LT-04	TREE DISPOSITION TABLE	3	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
LT-05	TREE DISPOSITION TABLE	3	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
LT-06	TREE DISPOSITION TABLE	3	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
LT-07	TREE DISPOSITION DETAILS & NOTES	3	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
LT-08	TREE/PALM PROTECTION AND RELOCATION SPECIFICATIONS	3	12/11/2023	12/11/2023	100% construction drawings (10/30/23)
LT-09	TREE/PALM PROTECTION AND RELOCATION SPECIFICATIONS	3	12/11/2023	12/11/2023	100% construction drawings (10/30/23)



City of Dania Beach Public Services Memorandum

DATE: 4/9/2024

TO: Mayor and Commissioners

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

VIA: Fernando Rodriguez, Public Services Director
Dincer Akin Ozaydin, P.E., Deputy Director/City Engineer

SUBJECT: AUTHORIZATION THE EXPENDITURE OF FUNDS FOR A PROPOSAL WITH (CCNA) KIMLEY-HORN AND ASSOCIATES, INC. – PJ MELI PARK NEIGHBORHOOD DRAINAGE IMPROVEMENT PROJECT AND AUTHORIZATION TO BID THE PROJECT FOR CONSTRUCTION

Request:

The Public Services Department (PSD) requests Commission authorization for the expenditure of funds to cover the Consultant's Competitive Negotiation Act (CCNA) Proposal from Kimley-Horn and Associates, Inc. (KHA) for an amount not to exceed \$247,340.00 for design, bid assistance, and construction administration for the "PJ Meli Park Neighborhood Drainage Improvement" Project (Project) and authorization to bid the project for construction.

Background:

The City has identified the need to alleviate flooding from rain events on SW 29th Terrace, SW 29th Way, SW 29th Avenue, SW 31st Ave, SW 51st Street, and SW 28th Terrace in the PJ Meli Park neighborhood. KHA was chosen as one of fifteen firms awarded as an approved under CCNA. KHA has been selected as the engineering firm to provide design, bid assistance, and construction administration services for this project due to its extensive experience in drainage projects and previous design services provided to the City.

Budgetary Impact

Funding in the amount of \$247,340.00 will be appropriated from the Stormwater Improvements other than Bldgs. Account No. 403-38-34-538-63-10.

Recommendation

PSD recommends authorizing the expenditure of funds to cover the cost of KHA's Proposal to provide engineering services and approval to bid for the project construction.

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO APPROVE THE EXPENDITURE OF FUNDS TO COVER THE COST OF A PROPOSAL WITH KIMLEY-HORN AND ASSOCIATES, INC., FOR ENGINEERING, BID ASSISTANCE, AND CONSTRUCTION ADMINISTRATION SERVICE FOR THE PJ MELI PARK NEIGHBORHOOD DRAINAGE IMPROVEMENT PROJECT IN THE AMOUNT OF TWO HUNDRED FORTY SEVEN THOUSAND THREE HUNDRED FORTY DOLLARS (\$247,340.00) AND AUTHORIZING ADVERTISEMENT OF THIS PROJECT FOR CONSTRUCTION; PROVIDING FOR CONFLICTS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City identified the need to alleviate flooding from rain events on SW 31st Avenue, SW 29th Terrace, SW 29th Way, SW 29th Avenue, SW 51st Street and SW 28th Terrace, in the PJ Meli Park neighborhood; and

WHEREAS, the City is requesting authorization to bid the project when the design is complete; and

WHEREAS, Kimley Horn and Associates (“KHA”) was selected as one of fifteen firms for continuing design/engineering contract services under RFQ No. 20-005, per the Consultants Competitive Negotiation Act ("CCNA"), pursuant to Resolution No. 2021-007, and the City Administration recommends engaging KHA to conduct design, bid assistance and construction management services for the Project under the CCNA continuing contract provision; and

WHEREAS, KHA submitted a proposal, which proposal is attached as Exhibit “A” and incorporated into this Resolution by this reference, for the design, bid assistance and construction management for the PJ Meli Park Neighborhood Drainage Improvement Project in the amount of Two Hundred Forty Seven Thousand Three Hundred Forty Dollars (\$247,340.00) which will require a budget transfer.

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 funding for the Project in the amount of Two Hundred Forty-Seven Thousand Three Hundred Forty Dollars (\$247,340.00) will be appropriated within the Stormwater Infrastructure Improvements other than Bldgs. Account No. 403-38-34-538-63-10 through a transfer from Stormwater Fund Unrestricted Net Assets account no. 403-276-00-00.

Section 3. That the City is authorized to proceed with bidding for construction of the project.

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

Section 5. That this Resolution shall be effective 10 days after passage.

PASSED AND ADOPTED on _____, 2024.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Joyce L. Davis _____

Commissioner Tamara James _____

Commissioner Marco Salvino _____

Vice Mayor Lori Lewellen _____

Mayor Archibald J. Ryan IV _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

**CITY OF DANIA BEACH, FLORIDA
WORK ORDER**

This is a Work Order, dated _____, 2024, issued by the City of Dania Beach, Florida (the "City") to **Kimley-Horn and Associates** (the "Consultant"), in connection with an Agreement dated **April 21st, 2021**, existing between the City and the Consultant, which Agreement is incorporated by this reference.

The Consultant shall perform work (the "Work") for the City as described in Exhibit A, a copy of which is attached and incorporated by this reference. The Work Order and any and all timeframes pertinent to the Work are specified in that Exhibit.

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

ATTEST:

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

ELORA RIERA, MMC
CITY CLERK

ANA M. GARCIA, ICMA-CM
CITY MANAGER

APPROVED FOR FORM AND CORRECTNESS:

EVE A. BOUTIS
CITY ATTORNEY

WITNESSES:

[Signature]

SIGNATURE

George Balaban

PRINT NAME

[Signature]

SIGNATURE

Adrian D. Dabrowski

PRINT NAME

CONSULTANT:

Kimley-Horn and Associates
a Florida Corporation

[Signature]

SIGNATURE

Stefano Viola

PRINT NAME

Vice President

TITLE

STATE OF FLORIDA

COUNTY OF Broward

The foregoing instrument was acknowledged before me on March 28 2024, by Stefano Viola as Vice President of Kimley-Horn and Associates, a Florida corporation, on behalf of the corporation. He/She is personally known to me or produced _____ as identification and did (did not) take an oath.

My Commission Expires: 4/7/2025

[Signature]

NOTARY PUBLIC

State of Florida

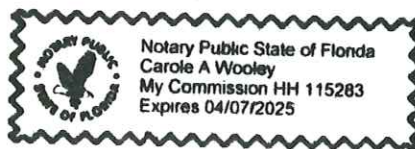


EXHIBIT A

(Description of work to be performed, approximate time frame, cost.)



March 26, 2024

Dincer Akin Ozaydin, P.E.
Deputy Public Services Director
City of Dania Beach
1201 Stirling Road
Dania Beach, FL 33004

**Re: SW 29th Terrace Stormwater Improvements
Scope of Services for Professional Engineering Design Services**

Dear Mr. Ozaydin:

Kimley-Horn and Associates, Inc., (hereinafter referred to as "CONSULTANT" or "We"), in connection with the City of Dania Beach's "Continuing Architectural, Surveying, Landscape Architecture and Engineering Consulting Services"; RFQ 20-005 is pleased to submit this proposal to the City of Dania Beach, (hereinafter referred to as "CITY") to provide professional services. Our project understanding, scope of services, schedule, and fees are below.

SCOPE OF SERVICES

Kimley-Horn will provide the services specifically set forth below.

PROJECT UNDERSTANDING

The project area is bound by Griffin Road to the North, SW 31st Avenue to the West, SW 28th Terrace to the east and SW 51st Street/SW 52nd Street to the south, displayed in the image below. The neighborhood is comprised of residential single-family homes with limited existing drainage infrastructure that appears to have no offsite discharge. Portion of the roadway are low lying and are not interconnected to any existing drainage system. The CITY has received resident complaints of flooding throughout the corridor.

CONSULTANT will prepare construction documents for recommended improvements for this project area. CONSULTANT will proceed with the construction design documents, regulatory permitting assistance, bidding assistance and limited construction phase services for the recommended stormwater improvements according to the scope of services outlines within the following sections.



Scope of Services

Task 1 – Site Investigation Task

Task 1.1 – Topographic Survey

The CONSULTANT will engage a sub-consultant (licensed surveyor) to prepare a topographic survey for approximately $\pm 7,500$ feet x 50 feet wide along SW 31st Avenue, SW 29th Terrace, SW 29th Way, SW 29th Avenue, SW 28th Terrace and portion of SW 51st Street located south of Griffin Road. The survey will include the following:

- Obtain sufficient control monumentation, if available, to graphically depict limits of property. This is not a boundary survey.
- Locate above ground improvements include pavement, curbs, sidewalk, swales, berms, retention areas and above ground evidence of utilities. Obtain rim elevations and inverts of sewer and drainage structures. Utility locations will include fire hydrants, water valves, meter boxes, vaults and main irrigation valves. Individual sprinkler heads are not included.
- Obtain spot elevations on points of location and on approximate 50-foot grid with high and low points extending 5 feet east and west of existing walks within the limits.

The topographic survey will be in accordance with Standard of Practice as set forth in Chapter

5J-17.05 FAC pursuant to Section 472.027 Florida Statutes.

The CONSULTANT will coordinate directly with the surveyor to ensure the appropriate data is gathered during the completion of the topographic survey. CONSULTANT will review topographic data upon completion of the survey and provide the comments to the surveyor, if necessary. CONSULTANT will utilize the AutoCAD version of the topographic survey and establish the base plans for the project. This task will be completed within 120 calendar days from the issuance of the Notice to Proceed by the CITY. All work under this task will be billed on a lump sum basis.

Task 1.2 – Subsurface Utility Verification

The CONSULTANT will retain a subsurface utility engineering consultant to conduct up to 20 utility testholes to confirm the location of any existing underground utilities within the project limits. The completion of utility testholes will be necessary to avoid conflicts between the proposed underground improvements and existing underground utility infrastructure within the public right of way. CONSULTANT will review the utility testhole report upon completion and provide any comments to the subsurface utility engineering consultant, if necessary. CONSULTANT will incorporate the existing underground utilities into the base plans for the project based on the information included within the utility testhole reports. CONSULTANT will complete this task within 120 calendar days from the issuance of the Notice to Proceed by the CITY. All work under this task will be billed on a lump sum basis.

Task 1.3 – Geotechnical Investigation

The CONSULTANT will retain a geotechnical engineering firm to acquire the soil information to estimate subsurface soil conditions, soil infiltration rates, and soil permeability. This task includes the completion of five (5) Standard Penetration Test (SPT) soil borings with a depth of 10 feet to verify the subsurface soil conditions and two (2) exfiltration tests to a depth of six (6) feet within the project area. CONSULTANT will complete this task within 120 calendar days from the issuance of the Notice to Proceed by the CITY. All work under this task will be billed on a lump sum basis.

Task 1.4 – Document Research/Review

The CONSULTANT will review readily available topographic surveys, atlas/as-built drawings, design drawings, record drawings, permit documents and/or master plans relevant to the project limits. CONSULTANT will use this information to determine and verify the configuration of existing conditions along with limitations on the proposed improvements. CONSULTANT will also review plat maps for the project areas to confirm the presence of utility easements. CONSULTANT will contact the Sunshine State One Call Service to determine the existing utilities which are located in the project area. As necessary, CONSULTANT will coordinate directly with the utility providers with existing infrastructure within the project area to obtain any available system maps. CONSULTANT will incorporate the approximate location of the existing underground utilities into the design plans based on readily available drawings. CONSULTANT will complete this task within 60 calendar days from the issuance of the Notice to Proceed by the CITY. All work under this task will be billed on a lump sum basis.

Task 1.5 – Project Site Visits

CONSULTANT will perform necessary site visits to the project area to verify the impact of the existing conditions on the configuration of the proposed improvements. CONSULTANT will walk the entire site within the project limits and obtain photographs of potential obstruction and encroachments that may impact the proposed improvements. CONSULTANT will conduct site visits to confirm the accuracy of the topographic survey and to identify potential impacts on the proposed improvements. As necessary, CONSULTANT will conduct site visits throughout the design process to review the existing conditions. All work under this task will be billed on a lump sum basis.

Task 2 - 60% Design Documents

CONSULTANT will prepare and submit 60% design documents for SW 29th Terrace Stormwater Improvements to the CITY for review and approval. All work under this task will be billed on a lump sum basis. The design documents for this task will include the following items:

- Existing Condition Plans
- Stormwater Plans (plan view only)
- Paving and Grading Plans
- Pavement Markings and Signage Plans
- Relevant Detail Plans
- Opinion of Probable Cost

CONSULTANT will develop an ICPR stormwater model to conduct a detailed analysis of the project area. CONSULTANT will subdivide the project area into multiple drainage basins to allow for the more detailed analysis of the project area. CONSULTANT will tabulate the model parameters of the relevant nodes and links within the stormwater model to reflect the basin boundaries within the project area. CONSULTANT will run the stormwater model to obtain peak flood stages, flood durations, and peak discharges for the existing conditions within the project area. CONSULTANT will also utilize the stormwater model to assess the effectiveness of the potential system improvement. CONSULTANT will utilize this stormwater model during the permitting phase of the project.

CONSULTANT will coordinate with the Florida Department of Transportation (FDOT) during this task to collect relevant data about their drainage system. CONSULTANT will model the proposed flow and impact to the FDOT drainage system within the project limits. This stormwater model will be required prior to the permitting phase to justify this connection to FDOT's system.

CONSULTANT will submit the 60% Design Documents within 60 calendar days from the completion of Task 1-Site Investigation.

Task 3 - 90% Design Documents

CONSULTANT will prepare and submit 90% design documents for SW 29th Terrace Stormwater Improvements to the CITY for review and approval. All work under this task will be billed on a lump sum basis. The design documents for this task will include the following items:

- Existing Condition Plans
- Stormwater Plans
- Paving and Grading Plans
- Pavement Markings and Signage Plans
- Landscape Restoration and other Relevant Detail Plans
- Technical Specifications
- Opinion of Probable Cost

CONSULTANT will submit the 90% Design Documents within 30 calendar days upon the receipt of the CITY review comments on the 60% Design Documents.

Task 4 – Regulatory Permitting Assistance

KHA will prepare permit applications with supporting documentation to the following jurisdictional regulatory agencies. KHA will address up to two (2) rounds of comments for the regulatory agency submittals identified below. Any plan revisions or comments that are required due to a significant design change by the CITY shall result in an additional service.

1. **South Florida Water Management District (SFWMD)**– Environmental Resource Permit (if required)
2. **Broward County Environmental Protection and Growth Management Department (BCEPGMD)**-Surface Water License
3. **Broward County Traffic Engineering Division**-pavement marking and signage
4. **SFWMD/BCEPGMD**-Water Use Dewatering
5. **FDOT**-Drainage connection
6. **City of Dania Beach**-impact to existing trees

The regulatory agencies typically complete their initial review within 30 calendar days after the permit submittal. The required permit approvals must be obtained from the regulatory agencies prior to submitting the 100% Design Documents to the CITY. All work under this task will be billed on a lump sum basis.

No other agency approvals are included in this scope of services other than those identified above. KHA does not guarantee the issuance of permits or approvals. If permits are issued for this project, the conditions and expiration dates are the sole responsibility of the CITY. KHA is not responsible for extending time limited entitlements or permits. KHA can provide hourly additional services to file for extensions, if applicable, provided the CITY issues a direct written request for each requested entitlement, prior to the dates of expiration. The CITY shall provide all permit fees.

Task 5 – 100% Design Documents

CONSULTANT will prepare and submit 100% design documents for SW 29th Terrace Stormwater Improvements to the CITY for review and approval. All work under this task will be billed on a lump sum basis. The design documents for this task will include the following items:

- Existing Condition Plans
- Stormwater Plans

- Paving and Grading Plans
- Pavement Markings and Signage Plans
- Landscape Restoration and other Relevant Detail Plans
- Technical Specifications
- Opinion of Probable Cost
- Bid Schedule

CONSULTANT will submit the 100% Design Documents to the CITY for incorporation into the bidding documents within 30 calendar days from the receipt of all permit approvals.

Task 6 – Bidding Assistance

CONSULTANT will assist the CITY with the preparation of the bid advertisement and bid documents for SW 29th Terrace Stormwater Improvements. CONSULTANT will attend the Pre-BID Meeting and will answer questions and clarifications from potential bidders that are technical in nature. CONSULTANT will respond to written questions requesting clarification of the technical documents for this project. The CITY shall be responsible for bid advertisement, distribution of bid documents to interested bidders, processing all bid submittals, and verification that each bid submittal meets all Purchasing related requirements. CONSULTANT will complete this task according to the schedule defined by the CITY for the bidding process.

CONSULTANT will review the final bid results and make a recommendation for bid award. CONSULTANT will evaluate the qualification and prior project conformance of the low bidder. CONSULTANT will prepare and submit a bid recommendation letter to the CITY. CONSULTANT will complete this task according to the schedule defined by the CITY for the bidding process.

Task 7 – Limited Construction Phase Services

The following scope is based on a six (6) month construction duration and on the post design hours shown below for this task.

- The CONSULTANT will attend and prepare minutes for a pre-construction meeting. One meeting will be scheduled for the project.
- The CONSULTANT will review shop drawings, and submittals to determine compliance with the drawings and specifications and recommend submittal action to the CITY.
- The CONSULTANT shall make periodic site visits for the purpose of determining general compliance with the approved project drawings, plans, and specifications. Site visits will be performed by the CONSULTANT's inspector. Two (2) site visit per month estimated at three (3) hours per visit. Assume twelve (12) site visits. The CONSULTANT will provide site reports for each visit.
- The CONSULTANT shall provide written responses to RFIs. Assumes 1 RFI per month.
- The CONSULTANT shall assist the CITY with review of the Contractor's request for payments and provide comments and/or recommendations. Assume 6 request for payment packages. This scope of work does not include assisting the CITY with preparation or submittal of reimbursement packages associated with the Hazard Mitigation Grant Program (HMGP) DR-4337-334-R, the Florida Division of Emergency Management, or the Federal Emergency Management Agency (FEMA).

- Once the Contractors advise that their project is substantially complete, the CONSULTANT will participate in a substantial completion walk through and prepare a project punch list.
- Once the Contractors advise that the project punch list is complete, the CONSULTANT will participate in a final completion walk through to confirm items have been addressed.
- The CONSULTANT will coordinate permit closeout processes for the agencies list in Task 4 above.

The CONSULTANT shall not be responsible for the acts or omissions of any Contractor or subcontractor, any of the Contractor(s)' or subcontractor(s)' agents or employees, or any other persons (except the CONSULTANT's own employees and agents) at the site or otherwise performing any of the Contractor(s)' work.

All work under this task will be billed on a lump sum basis.

Task 8 – Reimbursable Expenses-Document Reproduction

CONSULTANT will provide document reproduction required for each project deliverable to the CITY and regulatory agencies as defined within the scope. All printing costs for deliverable will be reimbursed by the CITY at cost.

Task 9 – Miscellaneous Services

Miscellaneous services as requested by the CITY outside of items defined within the scope above, including but not limited to additional engineering services, geotechnical services, environmental services, permitting and additional construction phase services. All work under this task will be billed on an hourly not to exceed basis.

Deliverables

CONSULTANT will provide the following deliverables at each submittal:

Design Documents:

- Three (3) half size (11" x 17") at each submittal
- One (1) digital copy (AutoCAD format) at each submittal
- One (1) digital copy (PDF format) at each submittal

Technical Specifications:

- One (1) hard copy at each relevant submittal
- One (1) digital copy (PDF format) at each relevant submittal

Project Assumptions

- The CITY will provide all available topographic surveys, atlas/as-builts, record drawings, permit documents, reports and/or master plans relevant to the project area.
- This scope does not include any services required for easement or right-of-way acquisitions.

- Drainage Well (Gravity or Pressurized) or stormwater pump station design is not included in scope of services.
- Raising existing roadway elevations is not included in the scope of services.
- Drainage modeling will only be provided for the areas within the Project limits.
- The CITY will provide all required permit fees.
- The selected contractor will be responsible for obtaining any City of Dania Beach Building Permit required for this project along with all related coordination and preparation of any backup documentation required for the City of Dania Beach Building Permit. CONSULTANT will only be responsible for reasonable revisions requested by the City of Dania Beach Building Department.
- The CITY will provide timely responses to information included within each submittal.
- The CITY shall be responsible for bid advertisement, distribution of bid documents to interested bidders, processing all bid submittals, and verification that each bid submittal meets all Purchasing related requirements.
- CONSULTANT will submit monthly invoices, which will be payable by CITY within 25 days.
- The CITY will reimburse CONSULTANT for any document reproduction costs for all submittals to regulatory agencies.
- Reimbursable expenses for mileage for any site visits have been included in the lump sum fees.
- Additional reimbursable expense requested by the CITY outside of the items defined within scope, such as additional land surveying, geotechnical testing, utility testholes, laboratory testing, permit fees, shall be invoices as defined in our contract agreement with the CITY.

PROJECT SCHEDULE

CONSULTANT will start work immediately upon receipt of Notice to Proceed and an official authorization from the City of Dania Beach.

Task	Task Description	Duration
1	Site Investigation	120 days
2	60% Design Documents	60 days
3	90% Design Documents	30 days
4	Regulatory Permitting Assistance	90 days
5	100% Design Documents	30 days
6	Bidding Assistance	N/A
7	Limited Construction Phase Services	N/A
8	Reimbursable Expenses- Documentation Reproduction	N/A
9	Miscellaneous Services	N/A

Method of Compensation

Task	Task Description	Lump Sum Fees	Hourly NTE Fees
1	Site Investigation	\$79,910	N/A
2	60% Design Documents	\$50,025	N/A
3	90% Design Documents	\$33,100	N/A
4	Regulatory Permitting Assistance	\$20,790	N/A
5	100% Design Documents	\$11,405	N/A
6	Bidding Assistance	\$3,875	N/A
7	Limited Construction Phase Services	\$22,235	N/A
8	Reimbursable Expenses- Documentation Reproduction	\$1,000	N/A
9	Miscellaneous Services	N/A	\$25,000
	Subtotal	\$222,340	\$25,000
Total		\$247,340	

Closure

The terms and conditions of the City of Dania Beach Request for Qualifications (RFQ) No. 20-005, City of Dania Beach's "Continuing Architectural, Surveying, Landscape Architecture and Engineering Consulting Services"; shall govern this scope of services.

If you concur with the foregoing and wish to direct us to proceed with the aforementioned services, please issue a Notice to Proceed in writing to the CONSULTANT. Fees and time stated in this agreement are valid for sixty (60) days after the date of issuance by the CONSULTANT.

We appreciate the opportunity to propose these services to you.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



George Balaban, P.E.
Senior Project Manager



City of Dania Beach Parks & Recreation Memorandum

DATE: 4/9/2024

TO: Mayor and Commissioners

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

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

SUBJECT: AUTHORIZING THE WAIVER OF COMPETITIVE BIDDING AND AUTHORIZING EQUIPMENT RENTALS AND RELATED PRODUCTS AND SERVICES FROM ALL ON STAGE PRODUCTIONS INC. UTILIZING THE CITY OF FORT LAUDERDALE CONTRACT AWARD UNDER ITB 29-1 AND TO EXCEED THE ANNUAL VENDOR THRESHOLD AMOUNT OF FIFTY-THOUSAND DOLLARS (\$50,000.00) FOR FISCAL YEARS 2023-24 AND 2024-25.

Request:

The Parks and Recreation Department is requesting the adoption of a resolution waiving competitive bidding and authorizing equipment rentals and related products and services from All On Stage Productions Inc. utilizing the City of Fort Lauderdale contract award under ITB 29-1 and to exceed the annual vendor threshold amount of Fifty-Thousand Dollars (\$50,000.00) for fiscal years 2023-24 and 2024-25.

Background:

The Department of Parks and Recreation rents production equipment for events throughout the fiscal year. These rentals can include but are not limited to, stage, sound equipment, backline, and other stage event-related items for each event. The Department has rented equipment from All On Stage Productions and is pleased with the condition of the equipment and quality of service provided.

A department memo was done in October receiving City Managers authorizing a waiver of competitive bidding and use of the City of Fort Lauderdale's, ITB 29-1 and agreement for Equipment Rentals and Related Products and Services with All On Stage Productions in an amount not to exceed Fifty Thousand Dollars (\$50,000.00).

Due to an increase in event production equipment needs, the Department expects to exceed the City Manager's previous authorization and the total costs will exceed the Fifty Thousand Dollar (\$50,000.00) for all years that the contract is in effect.

The City wishes to continue to utilize the Fort Lauderdale, ITB 29-1 and agreement for Equipment Rentals and Related Products and Services with All On Stage Productions to obtain competitive pricing for the services.

Budgetary Impact

Funding for these services is budgeted for in the Special Events Account Number 001-72-09-574-48-10 - Promotional Activities General

Recommendation

It is recommended that the City Commission adopt the resolution waiving competitive bidding and authorizing equipment rentals and related products and services from All On Stage Productions Inc. utilizing the City of Fort Lauderdale contract award under ITB 29-1 and to exceed the annual vendor threshold amount of Fifty-Thousand Dollars (\$50,000.00) for fiscal years 2023-24 and 2024-25.

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE WAIVER OF COMPETITIVE BIDDING AND AUTHORIZING EQUIPMENT RENTALS AND RELATED PRODUCTS AND SERVICES FROM ALL ON STAGE PRODUCTIONS INC. UTILIZING THE CITY OF FORT LAUDERDALE CONTRACT AWARD UNDER ITB 29-1 AND TO EXCEED THE ANNUAL VENDOR THRESHOLD AMOUNT OF FIFTY-THOUSAND DOLLARS (\$50,000.00) FOR FISCAL YEARS 2023-24 AND 2024-25; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in October 2023 the City Manager authorized a waiver of competitive bidding and use of the City of Fort Lauderdale's ITB 29-1 agreement for Equipment Rentals and Related Products and Services with All On Stage Productions, Inc. in an amount not to exceed Fifty Thousand Dollars (\$50,000.00); and

WHEREAS, due to an increase in event production equipment needs, the Department expects to exceed the City Manager's previous authorization and the total costs pursuant to this Resolution will exceed Fifty Thousand Dollars (\$50,000.00) for all years that the contract is in effect; and

WHEREAS, the Parks and Recreation Department requests the waiver of competitive bidding authorizing the rental of equipment and services from All On Stage Productions, Inc. utilizing Fort Lauderdale's ITB 29-1 agreement for Equipment Rentals and Related Products which bid is attached as Exhibit "A" and made a part of this Resolution by this reference.

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

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

Section 2. That the City Commission authorizes the proper City officials to execute an Agreement with All On Stage Productions pursuant to all terms and pricing of City of Fort Lauderdale ITB 29-1.

Section 3. That the City Commission authorizes rental of services and equipment exceeding the annual Fifty Thousand Dollars (\$50,000.00) threshold for fiscal years 2023-24 and 2024-25, or as long as the City of Fort Lauderdale agreement is in effect.

Section 4. That the funds for the rental of equipment and services is budgeted for in the Special Events Account Number 001-72-09-574-48-10 – Promotional Activities General.

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

Section 5. That this Resolution shall be effective 10 days after passage.

PASSED AND ADOPTED on _____, 2024.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Joyce L. Davis _____

Commissioner Tamara James _____

Commissioner Marco Salvino _____

Vice Mayor Lori Lewellen _____

Mayor Archibald J. Ryan IV _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY



March 5, 2024

BFAV LLC d/b/a All On Stage Productions
Attention: Dan Fryburg
500 NE 28th Court
Pompano Beach, FL 33064

Email: sales@allonstage.com

SUBJECT: Renewal of Term Contract for ITB 29-1, Sound, Stage & Lighting Services, Amendment 1

Dear Mr. Fryburg,

The subject Contract will expire on March 24, 2024.

In accordance with the terms and conditions of the subject Contract, the Contract may, by mutual consent of the parties be renewed for an additional twelve (12) months period. The City would like to exercise the right to renew this Contract for an additional year at the existing pricing, terms, and conditions. **Once renewed, the new contract expiration date will be March 24, 2025.**

Please indicate your approval of this offer by having an authorized officer of your firm execute the **ACCEPTANCE** portion below and return it by email to Marie Flynn at mflynn@fortlauderdale.gov.

Upon execution of the below, this Amendment will be your official notice that the Contract has been extended for one (1) year and no additional documentation will be required. **Please be sure any required Insurance Certificates are current and attached to your response.**

Thank you for your immediate attention to this matter.

Sincerely,

On behalf of:

Glenn Marcos, CPPO, CPPB, FCPM, FCPA
Chief Procurement Officer



Digitally signed by
David Clemente
Date: 2024.03.11
11:28:23 -04'00'

ACCEPTANCE

By 
Official Signature

Dan Fryburg **President**
Name Title

3/5/24
Date



March 5, 2024

BFAV LLC d/b/a All On Stage Productions
Attention: Dan Fryburg
500 NE 28th Court
Pompano Beach, FL 33064

Email: sales@allonstage.com

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On behalf of:

Glenn Marcos, CPPO, CPPB, FCPM, FCPA
Chief Procurement Officer



Digitally signed by
David Clemente
Date: 2024.03.11
11:28:23 -04'00'

ACCEPTANCE

By 
Official Signature

Dan Fryburg **President**
Name Title

3/5/24
Date



City of Dania Beach Finance Memorandum

DATE: 4/9/2024

TO: Mayor and Commissioners

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

VIA: Frank L. DiPaolo, Chief Financial Officer

SUBJECT: Approval of a Resolution authorizing the execution of the necessary documents authorizing the issuance of a Capital Improvement Revenue Note, Series 2024, in the principal amount not to exceed \$6,000,000 to finance the Southeast Drainage Phase I drainage capital improvement

Request:

The Finance Department requests approval of a Resolution authorizing the execution of the necessary documents authorizing the issuance of a Capital Improvement Revenue Note, Series 2024, in the principal amount not to exceed \$6,000,000 to finance the Southeast Drainage Phase I drainage capital improvement.

Background:

The City has identified several stormwater drainage capital improvements (the “Improvements”) that are necessary to mitigate flooding and related property damage. This includes Southeast Drainage Phases I & II, several projects in different areas of the City. Due to the extent of the necessary Improvements and significant cost, which has been exacerbated by inflation in recent years, the current Stormwater Assessment Fee is not sufficient to fund the Improvements.

The City recently engaged Raftelis Financial Consultants to prepare a Revenue Sufficiency Report, which has indicated that a Stormwater Revenue Bond of up to Thirty Million Dollars (\$30 million) is required in order to complete the Improvements and the City is taking initial steps toward this financing transaction, which will take several months to close.

At this time, the City is ready to move forward with Southeast Drainage Phase I, which has a funding gap of approximately \$6 million. The long term financing plan is the revenue bond. However, in order to proceed with this project, the City must demonstrate that it has the resources available. Therefore, the Finance Department has obtained a term sheet from Truist Bank, the City's bank operating partner, for a 12-month revolving line of credit of up to \$6 million. This will allow the City to issue a purchase order for the project and begin construction in May 2024. If used, the credit line will be repaid with proceeds of the revenue bond issued later this year.

As we are seeing in all areas of the City, costs continue to rise and thus, it is imperative that the City obtain the necessary funding to move forward with this project. This will allow the City to

then move forward with Southeast Drainage Phase II in tandem with the revenue bond issuance process.

Attachments

Resolution

Exhibit A - Line of Credit Agreement

Exhibit B - Lender's Certificate

Exhibit C - Disclosure Letter

Truist Bank - Credit Line Term Sheet

Budgetary Impact

Total Legal fees for the transaction are estimated at \$35,000, consisting of the City's bond counsel fee of \$20,000 and the Lender's counsel fee of approximately \$15,000.

Interest on the note is variable and based on the 1 Month Term SOFR with 2 business day lookback. The term sheet from Truist Bank provides for a tax-exempt rate equal to 4.9586% which is available through 5/31/2024. The rate will adjust monthly.

Additionally, there is a 25 basis point fee per annum on the unused portion of the line of credit, payable quarterly.

Recommendation

Approve the Resolution authorizing the execution of the necessary documents authorizing the issuance of a Capital Improvement Revenue Note, Series 2024, in the principal amount not to exceed \$6,000,000 to finance the Southeast Drainage Phase I drainage capital improvement.

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE ISSUANCE OF A CAPITAL IMPROVEMENT REVENUE NOTE, SERIES 2024 OF THE ISSUER IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$6,000,000.00 TO FINANCE CERTAIN CAPITAL PROJECTS; PROVIDING THAT THE NOTE SHALL BE PAYABLE FROM PLEDGED REVENUES; AUTHORIZING AND DELEGATING TO THE MAYOR OR CITY MANAGER THE SALE OF THE NOTE TO THE LENDER PURSUANT TO THE TERMS AND CONDITIONS OF A LINE OF CREDIT AGREEMENT WITH THE LENDER; APPROVING THE EXECUTION AND DELIVERY OF SAID LINE OF CREDIT AGREEMENT; PROVIDING FOR THE RIGHTS, SECURITIES AND REMEDIES FOR THE OWNER OF THE NOTE; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dania Beach, Florida (the “Issuer”) is a municipal corporation duly created and existing pursuant to the Constitution and laws of the State of Florida; and

WHEREAS, the Issuer determined that it is necessary and desirable and in the best interest of the inhabitants of the Issuer to finance for the Issuer the costs and expenses associated with the construction of stormwater utility projects, including but not limited to, the Southeast Drainage Project, Phase I, in accordance with the plans on file with the Issuer (the “Project”); and

WHEREAS, it is determined to be in the best interest of the Issuer to issue its not to exceed \$6,000,000 Capital Improvement Revenue Note, Series 2024 (the “Note”) pursuant to a Line of Credit Agreement (the “Line Credit Agreement”) between the Issuer and Truist Commercial Equity, Inc. (the “Lender”) in substantially the form attached hereto as Exhibit A, to finance the Project; and

WHEREAS, debt service on the Note will be secured by Pledged Revenues, as defined in the Line of Credit Agreement; and

WHEREAS, the Pledged Revenues shall be sufficient to pay all principal of and interest and prepayment premium, if any, on the Note, as the same becomes due, and to make all deposits or payments required by this Resolution and the Line of Credit Agreement; and

WHEREAS, the Issuer shall never be required to levy ad valorem taxes to pay debt service on the Note or to make any other payments under this Resolution or the Line of Credit Agreement. The Note shall not constitute a lien on any property owned by or situated within the limits of the Issuer; and

WHEREAS, the Issuer has received a proposal from the Lender, and it is hereby found, determined and declared that a negotiated sale of the Note to the Lender, is in the best interest of the Issuer because a bank loan and consequent impact of duration of maturity of the Note will save the Issuer considerable time and expense as compared to selling the Note in a public sale; and

WHEREAS, it is hereby ascertained, determined and declared that it is in the best interest of the Issuer to authorize the Mayor or City Manager to accept the offer from the Lender to purchase the Note at a negotiated sale upon the terms and conditions set forth in this Resolution and the Line of Credit Agreement; and

WHEREAS, the Lender will provide to the Issuer, prior to the sale of the Note, a disclosure statement regarding the Note containing the information required by Section 218.385(6), Florida Statutes, in substantially the form attached hereto as Exhibit C.

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

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

Section 2. AUTHORITY. That this Resolution is enacted pursuant to the Florida Constitution; Chapter 166, Florida Statutes; the Charter of the Issuer; and other applicable provisions of law.

Section 3. AUTHORIZATION OF THE NOTE. That subject and pursuant to the provisions of this Resolution, an obligation of the Issuer to be known as “City of Dania Beach, Florida, Capital Improvement Revenue Note, Series 2024” is hereby authorized to be issued under and secured by this Resolution and the Line of Credit Agreement in the principal amount of not to exceed \$6,000,000.00, for the purposes of (i) financing the cost of the Project; and (ii) paying the transaction costs associated with the Note.

Section 4. AUTHORIZATION OF THE PROJECT. That the financing of the Project is hereby approved.

Section 5. SALE OF THE NOTE. That because of the characteristics of the Note, prevailing market conditions, the ability of the Issuer to access direct purchase with the Lender and for the Issuer to receive the benefits of lower interest rates and issuance costs, it is hereby determined that it is in the best interest of the Issuer to accept the offer of the Lender to purchase the Note at a private negotiated sale pursuant to the terms of the Proposal. Prior to the issuance of the Note, the Issuer shall receive from the Lender a Lender's Certificate, the form of which is attached hereto as Exhibit B and the Disclosure Letter containing the information required by Section 218.385, Florida Statutes, a form of which is attached hereto as Exhibit C.

Section 6. DESCRIPTION OF NOTE. That the amount of the Note shall not exceed \$6,000,000. The Note shall be made as a tax-exempt borrowing, which shall include costs of issuance incurred by the Issuer and shall bear interest and shall be repayable according to the terms and conditions set forth in the Line of Credit Agreement with such changes, insertions and omissions as may be approved by the Mayor or City Manager.

The Issuer promises that it will promptly pay the principal of and interest on the Note at the place, on the dates and in the manner provided therein according to the true intent and meaning hereof and thereof. The Note shall not be or constitute a general obligation or indebtedness of the Issuer as a "bond" within the meaning of Article VII, Section 12 of the Florida Constitution, but shall be payable solely from the Pledged Revenues in accordance with the terms of this Resolution and the Line of Credit Agreement. No holder of the Note issued hereunder shall ever have the right to compel the exercise of any ad valorem taxing power or taxation of any real or personal property thereon or be entitled to payment of the Note from any funds of the Issuer except from the Pledged Revenues as described in the Line of Credit Agreement.

Section 7. APPROVAL OF LINE OF CREDIT AGREEMENT. That the Mayor or City Manager, as attested by the City Clerk and approved as to form and correctness by the City Attorney, or any other appropriate officers of the Issuer, are hereby authorized and directed to execute and deliver a Line of Credit Agreement to evidence the Note, to be entered into by and between the Issuer and the Lender in substantially the form attached hereto as Exhibit A with such changes, insertions and omissions as may be approved by the Mayor or City Manager, the execution thereof being conclusive evidence of such approval.

Section 8. OTHER INSTRUMENTS. That the Mayor, the City Manager, the City Clerk, the City Attorney and other officers, attorneys and other agents and employees of the Issuer are hereby authorized to perform all acts and things required of them by this Resolution and the Line of Credit Agreement or desirable or consistent with the requirements hereof for the full, punctual and complete performance of all of the terms, covenants and agreements contained in the Note, this Resolution and the Line of Credit Agreement and they are hereby authorized to execute and deliver all documents which shall be required by Note Counsel or the Lender to effectuate the sale of the Note. All action taken to date by the officers, attorneys and any other agents and employees of the Issuer in furtherance of the issuance of the Note is hereby approved, confirmed and ratified.

Section 9. ADDITIONAL INFORMATION. That the Note and Line of Credit Agreement shall not be executed and delivered unless and until the Issuer has received all information required by Section 218.385, Florida Statutes.

Section 10. EFFECTIVE DATE. That this Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED on _____, 2024.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Joyce L. Davis _____ _____

Commissioner Tamara James _____ _____

Commissioner Marco Salvino _____ _____

Vice Mayor Lori Lewellen _____ _____

Mayor Archibald J. Ryan IV _____ _____

SIGNATURE PAGE TO FOLLOW

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

EXHIBIT A
FORM OF LINE OF CREDIT AGREEMENT

EXHIBIT B

FORM OF LENDER'S CERTIFICATE

This is to certify that Truist Commercial Equity, Inc. (the “Lender”) has not required the City of Dania Beach, Florida (the “Issuer”) to deliver any offering document and has conducted its own investigation, to the extent it deems satisfactory or sufficient, into matters relating to business affairs or conditions (either financial or otherwise) of the Issuer in connection with the issuance of the \$_____ City of Dania Beach, Florida Capital Improvement Revenue Note, Series 2024 (the “Note”), and no inference should be drawn that the Lender, in the acceptance of said Note, is relying on Bryant Miller Olive P.A. (“Note Counsel”) or Eve A. Boutsis, Esq. (“Issuer's Counsel”) as to any such matters other than the legal opinions rendered by Note Counsel or Issuer's Counsel. Any capitalized undefined terms used herein not otherwise defined shall have the meanings set forth in the Line of Credit Agreement, dated as of April _____, 2024, by and between the Issuer and the Lender (the “Line of Credit Agreement”).

We acknowledge that the loan of the proceeds of the Note involves various risks, and that the Note is secured solely from the Pledged Revenues as described in the Line of Credit Agreement (the “Note Security”).

We have made such independent investigation of the Note Security as we, in the exercise of sound business judgment, consider to be appropriate under the circumstances. In making our loan decision, we have relied upon the accuracy of information which has been provided to us by the Issuer.

We have knowledge and experience in financial and business matters and are capable of evaluating the merits and risks of the Note and can bear the economic risk of our loan of the proceeds of the Note.

We acknowledge that the Line of Credit Agreement is not being qualified under the Trust Indenture Act of 1939, as amended (the “1939 Act”), and is not being registered in reliance upon the exemption from registration under Section 3(a)(2) of the Securities Act of 1933, Section 517.051(1), Florida Statutes, and/or Section 517.061(7), Florida Statutes, and that neither Note Counsel nor the Issuer's Counsel shall have any obligation to effect any such registration or qualification.

The Note has been purchased for the account of the Lender for investment purposes only and not with a present view to the distribution, transfer or resale thereof. The Lender currently intends to hold and book the Note as a loan in its loan portfolio; the Lender acknowledges that the use of the word "Note" in the name of the debt instrument is not intended to indicate that the instrument is or is not a security within the meaning of the Securities Act of 1933. The Lender currently intends to hold such Note for its own account and for an indefinite period of time and does not currently intend to dispose of all or any portion of such Note. The Note is subject to transfer restrictions set forth in the Note.

We are a bank (or affiliate thereof), trust company, savings institution, insurance company, dealer, investment company, pension or profit-sharing trust, or qualified institutional buyer as contemplated by Section 517.061(7), Florida Statutes. We are not purchasing the Note for the direct or indirect promotion of any scheme or enterprise with the intent of violating or evading any provision of Chapter 517, Florida Statutes.

DATED this _____ day of _____, 2024.

TRUIST COMMERCIAL EQUITY, INC.

By: _____

Name: David K. Ross

Title: Authorized Agent

EXHIBIT C

FORM OF DISCLOSURE LETTER

The undersigned, as Lender, has negotiated with the City of Dania Beach, Florida (the “Issuer”) for the private purchase of its Capital Improvement Revenue Note, Series 2024 (the “Note”) in the principal amount of \$ _____. Prior to the award of the Note, the following information is hereby furnished to the Issuer:

1. Set forth is an itemized list of the nature and estimated amounts of expenses to be incurred for services rendered to us (the “Lender”) in connection with the issuance of the Note (such fees and expenses to be paid by the Issuer):

Lender Counsel Fees – \$15,000

2. (a) No other fee, bonus or other compensation is estimated to be paid by the Lender in connection with the issuance of the Note to any person not regularly employed or retained by the Lender (including any “finder” as defined in Section 218.386(1)(a), Florida Statutes), except as specifically enumerated as expenses to be incurred by the Lender, as set forth in paragraph (1) above.

(b) No person has entered into an understanding with the Lender, or to the knowledge of the Lender, with the Issuer, for any paid or promised compensation or valuable consideration, directly or indirectly, expressly or implied, to act solely as an intermediary between the Issuer and the Lender or to exercise or attempt to exercise any influence to effect any transaction in the purchase of the Note.

3. The amount of the underwriting spread expected to be realized by the Lender is \$ _____.

4. The management fee to be charged by the Lender is \$ _____.

5. Truth-in-Bonding Statement:

The Note is being issued primarily to finance for the Issuer the _____ (the “Project”).

Unless earlier redeemed, the Note is expected to be repaid by _____ 1, 2025; The Note is a revolving line of credit and bears interest at variable interest rates; therefore, the total interest paid over the life of the Note cannot be estimated.

The Note will be payable solely from the Pledged Revenues, as such term is defined in the Line of Credit Agreement, dated as of April ___, 2024, between the Issuer and the undersigned (the “Line of Credit Agreement”). The Note is a revolving line of credit note and bears interest at variable interest rates; therefore, the amount of Pledged Revenues of the Issuer not being available to finance other projects of the Issuer during the life of the Note cannot be determined.

7. The name and address of the Lender is as follows:

Truist Commercial Equity, Inc.
515 E. Las Olas Blvd., 7th Floor
Fort Lauderdale, Florida 33301

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Letter on behalf of the Lender this _____ day of _____, 2024.

TRUIST COMMERCIAL EQUITY, INC.

By: _____

Name: David K. Ross

Title: Authorized Agent

LINE OF CREDIT AGREEMENT

by and between

CITY OF DANIA BEACH, FLORIDA

and

TRUIST COMMERCIAL EQUITY, INC

Dated as of April ____, 2024

**NOT TO EXCEED \$6,000,000
CITY OF DANIA BEACH, FLORIDA
CAPITAL IMPROVEMENT REVENUE NOTE, SERIES 2024**

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LINE OF CREDIT AGREEMENT

This **LINE OF CREDIT AGREEMENT** is made and entered into as of April ____, 2024 by and between **CITY OF DANIA BEACH, FLORIDA** (the "Issuer"), and **TRUIST COMMERCIAL EQUITY, INC.** (together with its successors and/or assigns, the "Lender").

W I T N E S S E T H :

WHEREAS, the Issuer has previously determined that it is necessary for the health, safety and welfare of the Issuer and in the best interest of its inhabitants to fund the Project (as hereinafter defined). Issuance of the Note (as hereinafter defined) satisfies an essential public purpose.

WHEREAS, the Issuer received a proposal from the Lender and the Lender has agreed to make a not to exceed \$6,000,000 revolving line of credit available to the Issuer; and

WHEREAS, pursuant to the Resolution, the Issuer has determined that it is in the best interest of the health, safety and welfare of the Issuer and the inhabitants thereof that the Issuer pledge the Pledged Revenues to secure the obligations of the Issuer to repay the principal of and interest on the Note when due; and

WHEREAS, the obligation of the Issuer to repay principal of and interest on the Note will not constitute a general obligation or indebtedness of the Issuer as a "bond" within the meaning of any provision of the Constitution or laws of the State, but shall be and is hereby declared to be a special, limited obligation of the Issuer, secured solely by the Pledged Revenues; and

WHEREAS, the Issuer is not authorized to levy taxes on any property of or in the Issuer to pay the principal of or interest on the Note or to make any other payments provided for herein; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. DEFINITIONS. Capitalized terms used in this Line of Credit Agreement and not defined in this Section 1 shall have the meanings assigned in the Resolution. The following terms shall have the following meanings herein, unless the text otherwise expressly requires:

"Act" means Chapter 166, Part II, Florida Statutes, as amended, and other applicable provisions of law.

"Adjusted Essential Expenditures" means essential expenditures for general government and public safety as shown in the Issuer's audited financial statements less any revenues derived from ad valorem taxation on real and personal property that are legally available to pay for such expenditures.

“Adjusted SOFR Rate” means the rate of interest per annum equal to the product of (a) 79% and (b) the sum of (i) the Benchmark (provided that if said rate would be less than 0%, then it shall be deemed to be 0%), plus (ii) the Spread [79% * (Benchmark + Spread%)], which shall be adjusted with changes in the Benchmark. The Adjusted SOFR Rate shall adjust monthly on the first day of each Interest Period. Any change in the Adjusted SOFR Rate due to a change in the Benchmark shall be effective from and including the effective date of such change in the Benchmark without notice to Issuer.

“Advance” means deposit by wire transfer or credit from the Lender to/for the account of the Issuer of a portion of the Loan by Lender to the Issuer.

“Alternative Benchmark Rate” means a rate of interest per annum equal to the Prime Rate minus two and 5/10 percent (2.5%) which shall adjust daily with changes in the Prime Rate.

“Authorized Officer” or “Authorized Officers” shall mean the Mayor, the City Manager, the Finance Director or any officer or employee of the Issuer authorized to perform specific acts or duties hereunder by resolution duly adopted by the City Commission.

“Available Amount” means, for any day, the Maximum Commitment Amount net of the aggregate principal amount of Advances honored by the Lender at any time.

“Benchmark” means initially Term SOFR, and upon Lender’s determination under Section 2(a) hereof, will thereafter be the then-current Successor Rate.

“Bond Counsel” means Bryant Miller Olive P.A., or other nationally recognized bond counsel firm.

“Business Day” means any day other than Saturday, Sunday or day on which banking institutions within the State of Florida are authorized or required by law to remain closed.

“City Clerk” means the City Clerk or, in the City Clerk’s absence, any Deputy City Clerk duly authorized to execute documents or take other action, as the case may be, on the City Clerk’s behalf.

“City Commission” means the City Commission of the City of Dania Beach, Florida, the governing body of the City.

“City Manager” means the City Manager, as the chief operating officer of the Issuer.

“Code” means the Internal Revenue Code of 1986, as amended.

“Conforming Changes” means, with respect to any Successor Rate, any technical, administrative or operational changes (including changes to the definitions such as “U.S. Government Securities Business Day,” “Interest Period,” timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, length of lookback periods, the applicability of breakage provisions and

other technical, administrative or operational matters) that Lender decides may be appropriate to reflect the adoption and implementation of such Successor Rate and to permit the administration thereof by Lender in a manner Lender decides is reasonably necessary in connection with the administration of the Note and the Line of Credit Agreement.

“Date of Delivery” means April [17], 2024.

“Debt Service Fund” means the Debt Service Fund established with respect to the Note pursuant to Section 11 hereof.

“Default” means an event that, with the passage of time or the giving notice, or both, would constitute an Event of Default under Section 18 hereof.

“Default Rate” means the greater of (i) a fluctuating interest rate equal to 2.00% per annum above the Prime Rate in effect from time to time and (ii) 6.00% per annum.

“Determination Day” means that date which is (i) two U.S. Government Securities Business Days prior to the first day of the Interest Period if such day is a U.S. Government Securities Business Day or (ii) if the first day of the Interest Period is not a U.S. Government Securities Business Day then two U.S. Government Securities Business Days prior to the U.S. Government Securities Business Day immediately preceding the commencement of the Interest Period.

“Determination of Taxability” means the occurrence after the date hereof of a final decree or judgment of any Federal court or a final action of the Internal Revenue Service determining that interest paid or payable on all or a portion of the Note is or was includable in the gross income of the Lender for Federal income tax purposes; provided, that no such decree, judgment, or action will be considered final for this purpose, however, unless the Issuer has been given written notice and, if it is so desired and is legally allowed, has been afforded the opportunity at the Issuer's own expense to contest the same, either directly or in the name of the Lender, and until the conclusion of any appellate review, if sought. A Determination of Taxability does not include and is not triggered by a change in law by Congress that causes the interest to be includable under Lender's gross income. For all purposes the of this definition, the effective date of any Determination of Taxability will be the first date as of which interest is deemed includable in the gross income of the registered owner of the Note.

“Event of Default” means an Event of Default as defined and described in Section 18 hereof.

“Finance Director” means the Finance Director of the Issuer.

“Fiscal Year” means the period from each October 1 to the succeeding September 30.

“Issuer” means the City of Dania Beach, Florida.

“Line of Credit Agreement” means this agreement between the Lender and the Issuer setting forth the terms and details of the Loan.

“Loan” means the advance of moneys from the Lender to the Issuer pursuant to this Line of Credit Agreement.

“Maturity Date” means twelve months from the Date of Delivery (April ____, 2025).

“Maximum Commitment Amount” means \$6,000,000.

“Net Non-Ad Valorem Revenues Available For Debt Service” means the Non-Ad Valorem Revenues minus Adjusted Essential Expenditures.

“Non-Ad Valorem Revenues” means all revenues and taxes of the Issuer derived from any source whatsoever, other than ad valorem taxation on real and personal property, which are legally available to make the payments required herein.

“Note” means the Capital Improvement Revenue Note, Series 2024, of the Issuer.

“Notice of Advance” means a notice given by the Issuer pursuant to Section 4.D. in the form of Exhibit B.

“Owner” means the Person in whose name the Note shall be registered on the books of the Issuer kept for that purpose in accordance with provisions of the Line of Credit Agreement. The Lender shall be the initial Owner.

“Permitted Lender” means any affiliate of the Lender or any bank, trust company, savings institution, insurance company, accredited investor, or qualified institutional buyer under Rule 144A promulgated under the Securities Act of 1933.

“Person” or words importing persons, means firms, associations, partnerships (including without limitation, general and limited partnerships), joint ventures, societies, estates, trusts, corporations, public or governmental bodies, other legal entities, and natural persons.

“Pledged Revenues” means the Non-Ad Valorem Revenues budgeted, appropriated and deposited as provided herein, and amounts on deposit from time to time in the Debt Service Fund as provided herein.

“Prime Rate” means the interest rate announced by Truist Bank from time to time as its prime rate. Any change in the Prime Rate shall be effective as of the date such change is announced by Truist Bank.

“Principal Balance” means the amount of principal outstanding under the Note at any time which amount shall equal the sum of all Advances less any prepayments of principal.

“Project” means the construction of stormwater utility projects, including but not limited to, the Southeast Drainage Project, Phase I, in accordance with the plans on file with the Issuer.

“Register” means the books maintained by the Registrar in which are recorded the name and address of the Registered Owner of the Note.

“Registered Owner” means the Person in whose name the ownership of the Note is registered on the books maintained by the Registrar. The initial Registered Owner shall be the Lender.

“Registrar” means the Person maintaining the Register. The Registrar shall initially be the City Clerk.

“Relevant Governmental Body” means the Federal Reserve Board and/or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board and/or the Federal Reserve Bank of New York or any successor thereto.

“Relevant Governmental Body Recommended Rate” means, in respect of any relevant day, the rate (inclusive of any spreads or adjustments which may be positive or negative) recommended as the replacement for the Benchmark by the Relevant Governmental Body (which rate may be produced by the Federal Reserve Bank of New York or another administrator).

“Resolution” means Resolution No. _____ adopted by the Issuer on April 9, 2024, as may be amended and supplemented from time to time.

“Spread” means (i) while the Note accrues interest at the Adjusted SOFR Rate, 0.95% per annum, and (ii) while the Note accrues interest at the Taxable Adjusted SOFR Rate, 0.95% per annum.

“State” means the State of Florida.

“Taxable Adjusted SOFR Rate” means the rate of interest per annum equal to the sum obtained by adding (i) the Benchmark (provided that if said rate would be less than 0%, then it shall be deemed to be 0%), plus (ii) the Spread, which shall be adjusted with changes in the Benchmark. If checked here ☒ the Taxable Adjusted SOFR Rate will not decrease below a fixed minimum rate of .95%. The Taxable Adjusted SOFR Rate shall adjust monthly on the first day of each Interest Period. Any change in the Taxable Adjusted SOFR Rate due to a change in the Benchmark shall be effective from and including the effective date of such change in the Benchmark without notice to Issuer.

“Term SOFR” means the Term SOFR reference rate for a one month tenor as administered by the Term SOFR Administrator and quoted by Bloomberg Finance L.P., or any quoting service or commonly available source utilized by Lender on the Determination Day; provided that if as of 5:00 p.m. (New York time) on the Determination Day, Term SOFR for such tenor has not been published by the Term SOFR Administrator, then the rate used will be Term SOFR for such tenor as published by the Term SOFR Administrator for the immediately preceding U.S. Government Securities Business Day on which such rate was published on the

Term SOFR Administrator's website so long as such immediately preceding U.S. Government Securities Business Day is not more than three (3) U.S. Government Securities Business Days prior to such Determination Day.

"Term SOFR Administrator" means the CME Group Benchmark Administration Limited (CBA) (or a successor administrator of One-Month Term SOFR selected by the Lender in its sole discretion).

"Term SOFR Interest Period" means the one-month period commencing on the first day of each month and each subsequent period shall commence on the first day of each month; provided that the first Interest Period shall commence on the date the Note is first issued and end on the last day of the month in which the Note is issued.

"U.S. Government Securities Business Day" means any day except for (i) a Saturday, (ii) a Sunday, or (iii) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

SECTION 2. INTERPRETATION. Unless the context clearly requires otherwise, words of masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa. This Line of Credit Agreement and all the terms and provisions hereof (a) have been negotiated between the Issuer and the Lender; (b) shall not be construed strictly in favor of or against either party hereto; and (c) shall be construed to effectuate the purpose set forth herein and to sustain the validity hereof.

SECTION 3. THE LOAN.

A. Loan. The Lender hereby makes and the Issuer hereby accepts the Loan, upon the terms and conditions set forth herein.

B. Disbursement of Proceeds. Proceeds of the Loan shall be made available to the Issuer in one or more Advances, as set forth herein. The proceeds of each Advance shall be used for the Project or the costs of issuance of the Note.

SECTION 4. DESCRIPTION OF THE NOTE. The obligation of the Issuer to repay the Loan shall be evidenced by the Note. The Note shall be dated as of the Date of Delivery; shall mature on the Maturity Date; and shall be in registered form.

A. Amount of Note. The Principal Balance of the Note shall be equal to the aggregate amount of all Advances requested by the Issuer and disbursed by the Lender less the amounts repaid by the Issuer and applied to principal by the Lender, provided however, that the aggregate principal amount outstanding at any time shall not exceed Six Million Dollars (\$6,000,000).

B. Interest Rate. (1) The Note shall bear interest at the Adjusted SOFR Rate and be calculated based on an actual/360 day basis. Each Advance shall bear interest on the outstanding principal amount thereof, for each day from and including the date such Advance is made until it is paid in full, at a rate per annum equal to the Variable Rate.

(2) Application of Interest Rate.

(a) From the date hereof to the date of a Determination of Taxability, if any, interest on the Note shall be calculated based on the Adjusted SOFR Rate. Upon the occurrence of a Determination of Taxability, then, from and after the date of a Determination of Taxability, the interest rate used to calculate interest on the Note shall be the Taxable Adjusted SOFR Rate. From and after the occurrence of an Event of Default, until such time as the Event of Default has been remedied or otherwise waived by the Lender, the Note shall bear interest at the Default Rate.

(c) In the event Lender determines in its sole discretion that Lender cannot make, fund, or maintain a loan based upon the Benchmark due to illegality or the inability to ascertain or determine said rate on the basis provided for herein ("Unavailability Period") and a Benchmark Transition Event has not occurred, then at the election of Lender the Benchmark shall convert to the Alternative Benchmark Rate for purposes of calculating the Adjusted SOFR Rate and, if applicable, the Taxable Adjusted SOFR Rate, on the then outstanding principal balance and for interest accruing on any fundings or advances requested by Issuer and, thereafter, the Adjusted SOFR Rate and, if applicable, the Taxable Adjusted SOFR Rate, shall adjust simultaneously with any fluctuation in the Alternative Benchmark Rate. In the event Lender determines that the circumstances giving rise to the Unavailability Period have ended, at such time as determined by Lender, the Benchmark will revert to the prior Benchmark (provided a Benchmark Transition Event has not occurred). Lender shall provide notice, which may be after the implementation of the Alternative Benchmark Rate as contemplated hereunder, to Issuer of any Benchmark change that is made pursuant to this subsection (c). For avoidance of doubt, following conversion to the Alternative Benchmark Rate under this subsection (c), the reference to "Benchmark" in the definitions of "Adjusted SOFR Rate" and "Taxable Adjusted SOFR Rate" shall be deemed and interpreted to mean the Alternative Benchmark Rate. The Spread and minimum rate, if any, shall continue to apply.

(d) In no instance will the applicable interest rate on the Note exceed the maximum rate permitted by applicable law.

(3) Effect of Benchmark Transition Event.

(a) In the event Lender determines in its sole discretion that (i) there is a public announcement by the administrator of a Benchmark or a Relevant Governmental Body that such Benchmark will cease or has ceased to be published; (ii) a public announcement is made by the administrator of a Benchmark or any Relevant Governmental Body that the Benchmark is no longer representative; or (iii) a Relevant Governmental Body has determined that Lender may no

longer utilize the Benchmark for purposes of setting interest rates (each a “Benchmark Transition Event”); Lender will have no obligation to make, fund or maintain a loan based on the Benchmark and on a date and time determined by Lender, without any further action or consent of by Issuer or amendment to the Note or the Line of Credit Agreement, the first available alternative set forth in the order below that can be determined by Lender shall replace the Benchmark (the “Successor Rate”):

- (x) Relevant Governmental Body Recommended Rate; or
- (y) Alternative Benchmark Rate.

(b) In connection with the implementation of a Successor Rate, Lender will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in the Line of Credit Agreement, any amendments implementing such Successor Rate or Conforming Changes will become effective without any further action or consent of Issuer. Notwithstanding anything else herein, if at any time any Successor Rate as so determined would otherwise be less than zero percent (0%), the Successor Rate will be deemed to be zero percent (0%). For avoidance of doubt, following the implementation of a Successor Rate, the reference to “Benchmark” in the definitions of “Adjusted SOFR Rate” and “Taxable Adjusted SOFR Rate” shall be deemed and interpreted to mean the Successor Rate. The Spread and minimum rate, if any, shall continue to apply.

(c) Lender will notify (in one or more notices) Issuer of the implementation of any Successor Rate. Any determination or decision that may be made by Lender pursuant to this Section, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in Lender’s sole discretion and without consent from Issuer.

C. Payments. Interest on the Note shall be paid monthly on the first day of the month commencing June 1, 2024 until the Maturity Date, unless earlier repaid. In the event the Date of Delivery is any other day other than the first day of a calendar month, interest shall be pro-rated and paid on the basis of a 30-day month. Principal shall be paid on the Maturity Date together with all accrued and unpaid interest.

D. Advances under the Note. The Issuer may request Advances commencing on the Date of Delivery through the Maturity Date.

(1) Upon three (3) Business Days' written notice to the Lender, the Issuer may borrow an aggregate principal amount from time to time up to the Available Amount, by submitting a Notice of Advance, and provided further that not more than four (4) Advances may be made during any month. Amounts may be advanced under the Note, repaid by the Issuer to the Lender and then advanced again, so long as no more than \$6,000,000 in principal shall be outstanding at any time, so that the Note shall constitute a revolving line of credit note. Each Advance must be in an amount in an integral multiple of \$1,000 and equal to or greater than

\$500,000 or such lesser amount equal to the Available Amount (with the exception of the initial Advance which shall be in the principal amount of \$_____). The Issuer's obligation to pay the principal of, and interest on the Advances made hereunder shall be evidenced by the Note and the records of the Lender, updated for each Advance and each principal repayment, shall be conclusive absent manifest error. Any Notice of Advance received by the Lender after 2:00 p.m. Eastern time shall be deemed received on the next Business Day.

(2) The Lender shall not be obligated to make any Advances unless (i) there shall be no Default or Event of Default; (ii) the representations and warranties of the Issuer in this Agreement shall be true and correct on the date of such Advance and (iii) the Issuer delivers to the Lender a Notice of Advance, executed by an Authorized Officer, indicating the principal amount of the Advance requested, the date on which such Advance is to be made, and certifying as to the foregoing clauses (i) and (ii). No Advances are permitted during a Default or the occurrence and continuance of any Event of Default.

(3) Upon the satisfaction of the applicable conditions set forth herein, the Lender will make the proceeds of each Advance available to the Issuer on the date specified in the applicable request for an Advance by effecting a wire transfer of such amount by the Lender's close of business of the date of such Advance in immediately available funds to an account designated in writing by the Issuer to the Lender, or in such other manner as requested in the request for the Advance.

E. Prepayments. (a) *Optional Prepayment.* The Issuer may prepay the outstanding principal amount of the Note, without penalty or premium, in whole or in part at any time, or from time to time.

(b) *Mandatory Repayment.* The Issuer shall prepay the outstanding principal amount of the Note upon the earlier of the first issuance of public debt for the Project and the Maturity Date. If the outstanding principal amount of the Note is paid the issuance of public debt, no more Advances may be requested by the Issuer and the Maximum Commitment Amount shall be zero (\$0.00).

(c) Whenever the aggregate principal amount outstanding under the Note is less than 100% of the maximum aggregate principal amount permitted to be outstanding thereunder, the Issuer shall pay a non-use fee equal to 25 basis points (0.25%) per annum (calculated on the basis of a 365-day year and the actual number of days elapsed) of the difference between the maximum permitted principal amount of SIX MILLION DOLLARS (\$6,000,000) and the daily average principal amount outstanding under the Note (the "Non-Use Fee"). Such Non-Use Fee shall be due and payable quarterly in arrears on the first Business Day of each calendar quarter commencing on _____ 2024.

SECTION 5. EXECUTION OF NOTE. The Note shall be executed in the name of the Issuer by the Mayor and attested by the City Clerk, and its corporate seal shall be affixed thereto thereon. The Note may be signed and sealed on behalf of the Issuer by any person who at the

actual time of the execution of the Note shall hold the appropriate office in the Issuer, although at the date thereof the person may not have been so authorized.

SECTION 6. REGISTRATION AND TRANSFER OF NOTE. The Note shall be and shall have all the qualities and incidents of a negotiable instrument under the commercial laws and Uniform Commercial Code of the State of Florida, and each Registered Owner, in accepting the Note, shall be conclusively deemed to have agreed that such Note shall be and have all of the qualities and incidents of negotiable instruments thereunder.

There shall be a Registrar who shall be responsible for maintaining the Register. The person in whose name ownership of a Note is shown on the Register shall be deemed the Registered Owner thereof by the Issuer and the Registrar, who may treat the Registered Owner as the absolute owner of the Note for all purposes, whether or not the Note shall be overdue, and any notice to the contrary shall not be binding upon the Issuer or the Registrar.

Ownership of the Note may be transferred or assigned only upon the Register. Upon surrender to the Registrar for transfer or exchange of the Note accompanied by an assignment or written authorization for exchange, whichever is applicable, duly executed by the Registered Owner or its attorney duly authorized in writing, the Registrar shall deliver in the name of the Registered Owner or the transferee or transferees, as the case may be, a new fully registered Note of the same amount, maturity and interest rate as the Note surrendered. Provided however, any assignment or transfer by the Registered Owner of the Note shall be in whole and not in part to a Permitted Lender.

The Note presented for transfer or exchange, shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form satisfactory to the City Attorney, Bond Counsel, or the Registrar, duly executed by the Registered Owner or by his duly authorized attorney. No presentment shall be required for any payment on the Note except upon final maturity. Upon payment the Holder shall mark the Note canceled and promptly following payment provide a copy of the canceled Note to the Issuer.

The Registrar may charge the Registered Owner a sum sufficient to reimburse them for any expenses incurred in making any exchange or transfer after the first such exchange or transfer following the delivery of such Note. The Registrar may also require payment from the Registered Owner or his transferee, as the case may be, of a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation thereto by a governmental entity other than the Issuer. Such charges and expenses shall be paid before any such new Note shall be delivered.

The new Note delivered upon any transfer or exchange shall be a valid obligation of the Issuer, evidencing the same debt as the Note surrendered, shall be secured under this Line of Credit Agreement, and shall be entitled to all of the security and benefits hereof to the same extent as the Note surrendered.

Whenever a Note shall be delivered to the Registrar for cancellation, upon payment of the principal amount thereof, or for replacement, transfer or exchange, such Note shall be cancelled and destroyed by the Registrar, and counterparts of a certificate of destruction evidencing such destruction shall be furnished to the Issuer.

SECTION 7. NOTE MUTILATED, DESTROYED, STOLEN OR LOST. In case the Note shall be mutilated, or be destroyed, stolen or lost, upon the Registered Owner furnishing, upon request of the Issuer, the Registrar indemnity reasonably satisfactory and complying with such other reasonable regulations and conditions as the Issuer may prescribe and paying such expenses as the Issuer may incur, the Registrar shall issue and deliver a new Note of like tenor as the Note so mutilated, destroyed, stolen or lost, in lieu of or substitution for the Note, if any, destroyed, stolen or lost, or in exchange and substitution for such mutilated Note, upon surrender of such mutilated Note, if any, to the Registrar and the cancellation thereof. Any Note surrendered under the terms of this Section 7 shall be cancelled by the Registrar.

Any such new Note issued pursuant to this section shall constitute an original, additional contractual obligation on the part of the Issuer whether or not, as to the new Note, the lost, stolen or destroyed Note be at any time found by anyone, and such new Note shall be entitled to equal and proportionate benefits and rights as to security for payment to the same extent as the Note originally issued hereunder.

SECTION 8. FORM OF NOTE. The Note shall be in substantially the form attached hereto as Exhibit A, with such variations, omissions and insertions as may be necessary, desirable and authorized or permitted by this Line of Credit Agreement.

SECTION 9. SECURITY FOR NOTE; NOTE NOT DEBT OF THE ISSUER. The payment of the principal of and interest on the Note shall be secured forthwith solely by a lien upon and pledge of the Pledged Revenues. The principal of and interest on the Note shall not constitute a general obligation or indebtedness of the Issuer, but shall be a limited obligation of the Issuer payable solely from the Pledged Revenues, as provided herein. The Registered Owner shall never have the right to compel the levy of taxes upon any property of or in the Issuer for the payment of the principal of and interest on the Note.

SECTION 10. COVENANT TO BUDGET, APPROPRIATE AND DEPOSIT. (A) The Issuer covenants to budget and appropriate in each Fiscal Year such amount of Non-Ad Valorem Revenues sufficient to provide for the timely payment of the principal of and interest on the Note. Subject to the next paragraph, the Issuer covenants and agrees and has a positive and affirmative duty to appropriate in its annual budget, by amendment, if necessary, from Non-Ad Valorem Revenues, and to deposit into the Debt Service Fund (hereinafter created) amounts sufficient to pay principal of and interest on the Note and all other payments due hereunder as the same shall become due. Such covenant and agreement on the part of the Issuer to budget, appropriate and deposit such amounts of Non-Ad Valorem Revenues shall be cumulative to the extent not paid, and shall continue until such Non-Ad Valorem Revenues or other legally available funds in amounts sufficient to make all such required payments shall have been

budgeted, appropriated, deposited and actually paid. No lien upon or pledge of such budgeted Non-Ad Valorem Revenues shall be in effect until such monies are budgeted, appropriated and deposited as provided herein. The Issuer further acknowledges and agrees that the obligations of the Issuer to include the amount of such amendments in each of its annual budgets and to pay such amounts from Non-Ad Valorem Revenues may be enforced in a court of competent jurisdiction in accordance with the remedies set forth herein.

(B) Until such monies are budgeted, appropriated and deposited as provided herein, such covenant to budget and appropriate does not create any lien upon or pledge of such Non-Ad Valorem Revenues, nor does it preclude the Issuer upon satisfaction of the conditions set forth in Section 13C hereof from pledging in the future its Non-Ad Valorem Revenues, nor does it require the Issuer to levy and collect any particular Non-Ad Valorem Revenues, nor does it give the Owner of the Note a prior claim on the Non-Ad Valorem Revenues as opposed to claims of general creditors of the Issuer. Such covenant to budget and appropriate Non-Ad Valorem Revenues is subject in all respects to the prior payment of obligations secured by a pledge of such Non-Ad Valorem Revenues heretofore or hereafter entered into (including the payment of debt service on bonds and other debt instruments). Anything in this Line of Credit Agreement to the contrary notwithstanding, it is understood and agreed that all obligations of the Issuer hereunder shall be payable from the portion of Non-Ad Valorem Revenues budgeted, appropriated and deposited as provided for herein and nothing herein shall be deemed to pledge ad valorem taxing power or ad valorem tax revenues or to permit or constitute a mortgage or lien upon any assets owned by the Issuer and no Owner of the Note nor any other Person, may compel the levy of ad valorem taxes on real or personal property within the boundaries of the Issuer or the use or application of ad valorem tax revenues in order to satisfy any payment obligations hereunder. The obligation of the Issuer to budget, appropriate, deposit and make payments hereunder from its Non-Ad Valorem Revenues is subject to the availability of Non-Ad Valorem Revenues after the satisfaction of the funding requirements for obligations having an express lien on or pledge of such revenues and the funding requirements for essential governmental services of the Issuer. Notwithstanding any provisions of this Line of Credit Agreement or the Note to the contrary, the Issuer shall never be obligated to maintain or continue any of the activities of the Issuer which generate user service charges, regulatory fees or any Non-Ad Valorem Revenues. Until such monies are budgeted, appropriated and deposited as provided herein, neither this Line of Credit Agreement nor the obligations of the Issuer hereunder shall be construed as a pledge of or a lien on all or any legally available Non-Ad Valorem Revenues of the Issuer, but shall be payable solely as provided herein and is subject to the payment of services and programs which are for essential public purposes affecting the health, welfare and safety of the inhabitants of the Issuer and is further subject in all respects to the restrictions of Section 166.241, Florida Statutes insofar as there are not sufficient Non-Ad Valorem Revenues to comply with such covenant after the satisfaction of the funding requirements for obligations having an express lien on or pledge of such revenues and the funding requirements for essential governmental services of the Issuer.

SECTION 11. DEBT SERVICE FUND. There is hereby created and established the "City of Dania Beach, Florida Capital Improvement Revenue Note, Series 2024 Debt Service

Fund” (the “Debt Service Fund”). The Issuer shall deposit all Non-Ad Valorem Revenues budgeted and appropriated for the payment of debt service on the Note into the Debt Service Fund at least three (3) Business Days before the date such amounts are needed to pay the principal, interest, or other obligations coming due on the Note. Such fund shall be a trust fund held by the Issuer, which shall be held solely for the benefit of the Owner as provided herein and shall be continuously secured in the same manner as state and municipal deposits are authorized to be secured by the laws of the State. The designation and establishment of the Debt Service Fund in and by this Line of Credit Agreement shall not be construed to require the establishment of a completely independent, self-balancing fund as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain revenues and assets of the Issuer for certain purposes and to establish certain priorities for application of such revenues and assets as herein provided.

Until applied in accordance with this Line of Credit Agreement, the Non-Ad Valorem Revenues of the Issuer on deposit in the Debt Service Fund and other amounts on deposit from time to time in the funds and accounts established herein, plus any earnings thereon, shall be pledged to the repayment of the Note.

SECTION 12. APPLICATION OF NOTE PROCEEDS. At the time of delivery of the Note herein authorized, the proceeds from the sale of the Note shall be applied to any Advances shall be applied solely to fund the Project and held in escrow by the Issuer for the benefit of the Project.

SECTION 13. COVENANTS OF THE ISSUER. Until the principal of and interest on the Note shall have been paid in full or provision for payment of the Note shall have been made in accordance with the provisions of this Line of Credit Agreement, the Issuer covenants with the Registered Owner of the Note as follows:

A. Financial Statements. The Issuer shall provide to the Lender its audited year-end financial statements no later than 270 days after the end of each Fiscal Year prepared in accordance with generally accepted accounting principles.

B. Annual Budget and Other Information. The Issuer will prepare its annual budget in accordance with the Act, and will provide to the Lender a copy of its final annual budget for each Fiscal Year within 30 days of adoption thereof by the City Commission, and the Issuer will provide the Lender such other financial or public information as the Lender may reasonably request.

C. Additional Debt. The Issuer will not issue any additional obligations payable from Non-Ad Valorem Revenues, nor voluntarily create or cause to be created any debt, lien, pledge, assignment, encumbrance or other charge against Non-Ad Valorem Revenues, or any part thereof, except as set forth below and with certification of the Issuer that:

(i) No additional indebtedness payable from or secured by Non-Ad Valorem Revenues shall be issued by the Issuer unless the Issuer certifies that the average annual Net Non-Ad Valorem Revenues Available For Debt Service for the two prior Fiscal Years equals at least 150% of the maximum annual debt service on all debt payable from such Non-Ad Valorem Revenues, including the maximum annual debt service on the debt proposed to be issued. For purposes of calculating maximum annual debt service on a revolving line of credit, such indebtedness shall be deemed to be fully drawn and amortized over a five-year period, assuming level debt service based on the fixed interest rate on such loan or the assumptions for variable rate indebtedness.

Within this Section, for the purpose of calculating annual debt service on any indebtedness which bears interest at a variable rate, such indebtedness shall be deemed to bear interest at 1.25 times the most recently published Revenue Bond Index of The Bond Buyer.

(ii) In the event any additional obligations are issued for the purpose of refunding any debt then outstanding, the conditions of this anti-dilution shall not apply, provided that the issuance of such additional obligations shall result in a reduction of the aggregate debt service on the applicable debt obligation.

D. Tax Compliance. Neither the Issuer, nor any third party over whom the Issuer has control, will make any use of the proceeds of the Note at any time during the term of the Note which would cause the Note to be (a) a "private activity bond" within the meaning of Section 103(b)(1) of the Code, or (b) an "arbitrage bond" within the meaning of Section 103(b)(2) of the Code. The Issuer covenants throughout the term of the Note to comply with the requirements of the Code and the Regulations, as amended from time to time, and to take all actions necessary to maintain the exclusion from gross income for purposes of the Code of interest on the Note.

E. Notice of Defaults. The Issuer shall within five days after it acquires knowledge thereof, notify the Owner in writing at its notice address provided in Section 17 hereof (a) upon the happening, occurrence, or existence of any Event of Default, and (b) any event or condition which with the passage of time or giving of notice, or both, would constitute an Event of Default, and shall provide the Owner, with such written notice, a detailed statement by a responsible officer of the Issuer of all relevant facts and the action being taken or proposed to be taken by the Issuer with respect thereto. Regardless of the date of receipt of such notice by the Owner, such date shall not in any way modify the date of occurrence of the actual Event of Default.

SECTION 14. REPRESENTATIONS AND WARRANTIES OF THE ISSUER. The Issuer represents and warrants to the Lender that:

A. Organization. The Issuer is a municipal corporation, duly organized and existing under the laws of the State of Florida.

B. Authorization of Line of Credit Agreement and Related Documents. The Issuer has the power and has taken all necessary action to authorize the execution and delivery of and

the performance by the Issuer of its obligations under, this Line of Credit Agreement and the Note in accordance with their respective terms. This Line of Credit Agreement and the Note have been duly executed and delivered by the Issuer and are valid and binding obligations of the Issuer, enforceable against the Issuer in accordance with their respective terms, except to the extent that such enforcement may be limited by laws regarding bankruptcy, insolvency, reorganization or moratorium applicable to the Issuer or by general principles of equity regarding the availability of specific performance.

C. Pledged Revenues. The Issuer currently receives the Pledged Revenues and is legally entitled to pledge from such Pledged Revenues amounts necessary to pay the principal of and interest on the Note when due as provided herein. The Issuer estimates that the Pledged Revenues will be available in amounts sufficient to pay the principal of and interest on the Note as the same becomes due prior to the Maturity Date and, to pay all principal of and interest on the Note on the Maturity Date. The Issuer shall take all lawful action necessary to enable the Issuer to continue to receive the Pledged Revenues in at least the amounts necessary to pay principal and interest on the Note to the extent not paid from some other source.

D. Financial Statements. The audited financial statements of the Issuer for the Fiscal Year ended September 30, 2022 (the "Financial Statements"), previously provided to the Lender were prepared in accordance with generally accepted accounting principles, are correct and present fairly the financial condition of the Issuer as of such date and the results of its operations for the period then ended.

E. Litigation. There are no actions, suits or proceedings pending or, to the best knowledge of the Issuer, threatened against or affecting the Issuer, at law or in equity, or before or by any governmental authority, that, if adversely determined, would materially impair the ability of the Issuer to perform the Issuer's obligations under this Line of Credit Agreement or under the Note or in any way contesting the proceedings of the Issuer with respect to the authorization or issuance of the Note, the pledge of the Pledged Revenues, the titles of officers of the Issuer to their respective offices, or which could have a material adverse effect on the condition (financial or otherwise) of the Issuer.

F. Compliance. The Issuer has complied with all of the provisions of the Constitution and laws of the State, including the Act, and has full power and authority to enter into and consummate all transactions contemplated by the Resolution, this Line of Credit Agreement, or under the Note, and to perform all of its obligations hereunder and under the Note. The transactions contemplated hereby do not conflict with the terms of any statute, order, rule, regulation, judgment, decree, agreement, instrument, or, commitment to which the Issuer is a party or by which the Issuer is bound.

SECTION 15. REPRESENTATIONS AND WARRANTIES OF THE LENDER. The Lender represents and warrants to the Issuer as follows:

A. Existence. The Lender is authorized to enter into this Line of Credit Agreement, to perform its obligations hereunder and to make the Loan.

B. Validity. This Line of Credit Agreement is a valid and binding obligation of the Lender enforceable against the Lender in accordance with its terms, except to the extent that enforceability may be subject to valid bankruptcy, insolvency, financial emergency, reorganization, moratorium or similar laws relating to or from time to time affecting the enforcement of creditors' rights and except to the extent that the availability of certain remedies may be precluded by general principles of equity.

SECTION 16. CONDITIONS PRECEDENT. The obligation of the Lender to make the Loan is subject to the satisfaction of each of the following conditions precedent on or before the Date of Delivery:

A. Action. The Lender shall have received a copy of the Resolution certified as complete and correct as of the closing date, together with an executed Line of Credit Agreement, the executed Note, and the customary closing certificates.

B. Incumbency of Officers. The Lender shall have received an incumbency certificate of the Issuer in respect of each of the officers who is authorized to sign this Line of Credit Agreement, the Note, and the related financing documents on behalf of the Issuer.

C. Bond Counsel Opinion. The Lender shall receive have received a written opinion Bond Counsel as the tax-emption of the Note [and exemption from 33 Act and Trust Indenture Act of 1939] with a reliance letter to the Lender.

D. Opinion of City Attorney. The Lender shall have received a written opinion of the City Attorney as to (1) the valid existence of the Issuer as a municipal corporation of the State; (2) the due adoption of the Resolution; (3) the due authorization and execution of this Line of Credit Agreement and the Note, and the transaction contemplated hereby and thereby; (4) the Line of Credit Agreement and the Note constituting valid and binding obligations of the Issuer, enforceable against the Issuer, in accordance with their respective terms; and (5) the absence of litigation against the Issuer relating to (a) its existence or powers, (b) its authority to issue the Note and pledge the Pledged Revenues, and (c) the procedures governing the authorization and issuance of the Note, there is no litigation of any nature is now pending or, to our knowledge, threatened, restraining or enjoining the issuance, sale, execution or delivery of the Note, affecting in any way the payment of the principal of or interest thereon or otherwise affecting the carrying out of the terms and provisions of the Resolution and this Line of Credit Agreement and the covenants and agreements therein and herein, and each or any of them with respect to the Note and this Line of Credit Agreement, or in any manner affecting the proceedings and authority for the issuance, sale, execution or delivery of the Note or affecting directly or indirectly the validity of the Note and this Line of Credit Agreement or of any provisions made or authorized for payment of the Note, or contesting the powers of the Issuer to collect the Non-Ad Valorem Revenues as provided in this Line of Credit Agreement or any authority for

the issuance of the Note or the adoption of the Resolution or the corporate existence or boundaries of the Issuer, or the title to office of any officer whose signature appears on the Note, the Resolution or this Line of Credit Agreement, or which could have a material adverse impact on the Issuer (financial or otherwise), in a form and substance satisfactory to the Lender.

E. Certificate of Finance Director. The Lender shall have received a certification from the Finance Director that: (1) since the date of the Financial Statements referred to in Section 14.D. above, there has been no material adverse change in the financial condition, revenues, properties or operations of the Issuer; (2) there are no liabilities (of the type required to be reflected on balance sheets prepared in accordance with generally accepted accounting principles), direct or indirect, fixed or contingent, of the Issuer as of the date of such financial information which are not reflected therein; (3) there has been no material adverse change in the financial condition or operations of the Issuer since the date of such Financial Statements (and to the Finance Director's knowledge no such material adverse change is pending or threatened); and (4) the Issuer has not guaranteed the obligations of, or made any investment in or loans to, any person except as disclosed in such information.

F. Representations and Warranties; No Default. The representations and warranties made by the Issuer herein shall be true and correct in all material respects on and as of the Date of Delivery, as if made on and as of such date; no Default shall have occurred and be continuing as of the Date of Delivery or will result from the consummation of the Loan; and the Lender shall have received a certificate from the Issuer to the foregoing effect.

G. Other Documents. The Lender shall have received such other documents, certificates and opinions as the Lender or its counsel shall have reasonably requested.

SECTION 17. NOTICES. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered, delivered by telecopier, mailed by registered or certified mail, postage prepaid, or delivered by courier service to the parties at the following addresses:

Issuer: City of Dania Beach, Florida
100 W. Dania Beach Boulevard
Dania Beach, Florida 33004
Attention: Finance Director
E-mail: fdipaolo@daniabeachfl.gov

Lender: Truist Commercial Equity, Inc.
515 E Las Olas Blvd., 7th Floor
Fort Lauderdale, Florida 33301
Attention: David K. Ross, Senior Vice President
E-mail: David.k.ross@truist.com

Any of the above parties may, by notice in writing given to the others, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. Communication via telecopier shall be confirmed by delivery by hand, mail, or courier, as specified above, of an original promptly after such communication by telecopier.

SECTION 18. EVENTS OF DEFAULT DEFINED. The following shall be “Events of Default” under this Line of Credit Agreement, and the term “Events of Default” shall mean (except where the context clearly indicates otherwise), any one or more of the following events:

A. Failure by the Issuer to make any payment of principal of or interest on the Note or any other amount due under this Line of Credit Agreement when due.

B. Failure by the Issuer to observe and perform any other covenant, condition or agreement on its part to be observed or performed under this Line of Credit Agreement for a period of thirty (30) days after the earlier of (i) written notice of such default or failure was or was by the terms hereof required to be delivered to the Issuer by the Lender or (ii) the date written notice specifying such failure and requesting it to be remedied is given to the Issuer by the Lender, unless the Lender shall agree in writing to an extension of such time prior to its expiration.

C. The making of any warranty, representation or other statement by the Issuer or by an officer or agent of the Issuer in this Line of Credit Agreement, the Resolution, the Note or in any instrument furnished in compliance with or in reference to this Line of Credit Agreement which is false or misleading in any material adverse respect.

D. The filing of a petition against the Issuer under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, if an order for relief is entered under such petition or such petition is not dismissed within sixty (60) days of such filing.

E. The filing by the Issuer of a voluntary petition in bankruptcy or seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or the consent by the Issuer to the filing of any petition against it under such law.

F. The admission by the Issuer of its insolvency or bankruptcy or its inability to pay its debts as they become due or that it is generally not paying its debts as such debts become due, or the Issuer’s becoming insolvent or bankrupt or making an assignment for the benefit of creditors, or the appointment by court order of a custodian (including without limitation a receiver, liquidator or trustee) of the Issuer or any of its property taking possession thereof and such order remaining in effect or such possession continuing for more than sixty (60) days.

SECTION 19. REMEDIES. For all Events of Default the Lender may sue to protect and enforce any and all rights, including the right to specific performance, existing under the laws of the State of Florida, of the United States of America, or granted and contained in this Line of

Credit Agreement, and to enforce and compel the performance of all duties required by this Line of Credit Agreement or by any applicable laws to be performed by the Issuer, the City Commission or by any officer thereof, and may take all steps to enforce this Line of Credit Agreement to the full extent permitted or authorized by the laws of the State of Florida or the United States of America.

SECTION 20. NO PERSONAL LIABILITY. No recourse shall be had for the payment of the principal of and interest on the Note or for any claim based on the Note or on this Line of Credit Agreement, against any present or former member or officer of the City Commission or any person executing the Note.

SECTION 21. PAYMENTS DUE ON SATURDAYS, SUNDAYS AND HOLIDAYS. In any case where the date for making any payment or the last date for performance of any act or the exercise of any right, as provided in this Line of Credit Agreement, shall be other than a Business Day, then such payment or performance shall be made on the succeeding Business Day with the same force and effect as if done on the nominal date provided in this Line of Credit Agreement, provided that interest on any monetary obligation hereunder shall accrue at the applicable rate to and including the date of such payment.

SECTION 22. AMENDMENTS, CHANGES AND MODIFICATIONS. This Line of Credit Agreement may be amended only by a writing approved with the same formality as this Agreement, signed by both parties hereto.

SECTION 23. BINDING EFFECT. To the extent provided herein, this Line of Credit Agreement shall be binding upon the Issuer and the Lender and shall inure to the benefit of the Issuer and the Lender and their respective successors and assigns. This Line of Credit Agreement shall be discharged and neither the Issuer nor the Lender shall have any further obligations hereunder or under the Note upon the Maturity Date.

SECTION 24. SEVERABILITY. In the event any court of competent jurisdiction shall hold any provision of this Line of Credit Agreement invalid or unenforceable such holding shall not invalidate or render unenforceable, any other provision hereof.

SECTION 25. EXECUTION IN COUNTERPARTS. This Line of Credit Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 26. APPLICABLE LAW. This Line of Credit Agreement shall be governed by and construed in accordance with the laws of the State.

SECTION 27. VENUE; TRIAL BY JURY. The parties agree that jurisdiction and venue for the enforcement of this Line of Credit Agreement shall be in the state and/or federal courts of Broward County, Florida. The Issuer and the Lender each waives, to the fullest extent permitted by law, any right to trial by jury in respect of any litigation based upon the Note or arising out of, under or in conjunction with the Note or this Line of Credit Agreement.

SECTION 28. PATRIOT ACT. The Issuer has been notified by the Lender that pursuant to the requirement of the USA PATRIOT Act (Title III of Pub. L. 107-56 signed into law October 26, 2001) (the "PATRIOT Act"), the Lender may be required to obtain, verify and record information that identifies the Issuer, which information includes the name and address of the Issuer and other information that will allow the Lender to identify the Issuer in accordance with the PATRIOT Act.

SECTION 29. NO ADVISORY OR FIDUCIARY RELATIONSHIP. In connection with all aspects of each transaction contemplated hereunder (including in connection with any amendment, waiver or other modification hereof or of any other documents related hereto), the Issuer acknowledges and agrees, that: (a) (i) it has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, (ii) it is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and any other loan documents, (iii) the Lender is not acting as a municipal advisor or financial advisor to the Issuer and (iv) the Lender has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act to the Issuer with respect to the transactions contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Lender has provided other services or is currently providing other services to the Issuer on other matters); (b) (i) the Lender is and has been acting solely as a principal in an arm's length commercial lending transaction and has not been, is not, and will not be acting as an advisor, agent or fiduciary, for the Issuer, or any other person and (ii) the Lender has no obligation to the Issuer, with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Loan Documents; (c) notwithstanding anything herein to the contrary, it is the intention of the Issuer and the Lender that the loan documents represent a commercial loan transaction not involving the issuance and sale of a municipal security, and that any bond, note or other debt instrument that may be delivered to the Lender is delivered solely to evidence the repayment obligations of the Issuer under the loan document; and (d) the Lender may be engaged in a broad range of transactions that involve interests that differ from those of the Issuer, and the Lender has no obligation to disclose any of such interests to the Issuer. To the fullest extent permitted by law, the Issuer hereby waives and releases any claims that it may have against the Lender with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transactions contemplated hereby. If the Issuer would like a municipal advisor in this transaction that has legal fiduciary duties to the Issuer, the Issuer is free to engage a municipal advisor to serve in that capacity. The transactions contemplated herein and the Note are delivered, pursuant to and in reliance upon the bank exemption and/or the institutional buyer exemption provided under the municipal advisor rules of the Securities and Exchange Commission, Rule 15Ba1-1 et seq, to the extent that such rules apply to the transactions contemplated hereunder.

IN WITNESS WHEREOF, the parties hereto have duly executed this Line of Credit Agreement as of the date first above written.

ATTEST:

**CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation**

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS

EVE A. BOUTSIS
CITY ATTORNEY

ANA M. GARCIA, ICMA-CM
CITY MANAGER

[Signature page to Line of Credit Agreement]

TRUIST COMMERCIAL EQUITY, INC.

By: _____

Name: David K. Ross

Title: Authorized Agent

EXHIBIT A

FORM OF NOTE

No. R-1

Not to Exceed \$6,000,000

**CITY OF DANIA BEACH, FLORIDA
CAPITAL IMPROVEMENT REVENUE NOTE, SERIES 2024**

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATE OF ISSUE</u>
(As described herein)	_____, 2025	April __, 2024

REGISTERED OWNER:

PRINCIPAL AMOUNT: NOT TO EXCEED SIX MILLION DOLLARS

KNOW ALL MEN BY THESE PRESENTS, that the City of Dania Beach, Florida (the "Issuer"), for value received, hereby promises to pay to the Registered Owner designated above, or registered assigns, solely from the special funds hereinafter mentioned, on the Maturity Date, or sooner as provided herein, not to exceed the principal sum of \$6,000,000 or the aggregate amount so advanced and not previously repaid and the interest on the outstanding principal hereof from the date of this Note or from the most recent date to which interest has been paid, whichever is applicable, until payment of such principal, with all unpaid interest being due on the Maturity Date or upon the earlier payment of principal hereunder. The principal of, and interest on this Note shall be payable in lawful money of the United States of America. Interest on the Note shall be payable from the Date of Issue through and including the Maturity Date and shall bear interest at the Variable Rate (as defined in the Line of Credit Agreement) and be calculated based on an actual/360 day basis. Interest shall be payable monthly on the first day of each month, commencing June 1, 2024. No presentment shall be required except upon final maturity.

This Note is being issued in the not to exceed aggregate principal amount \$6,000,000 to fund the Project under the authority of and in full compliance with the Constitution and Statutes of the State of Florida, including particularly Chapter 166, Part II, Florida Statutes, as amended, and other applicable provisions of law, and Resolution No. _____, duly adopted by the City Commission on April __, 2024 (the "Resolution"), and pursuant to a Line of Credit Agreement between the Issuer and the Registered Owner, dated April __, 2024 (the "Line of Credit Agreement"), to which reference should be made to ascertain those terms and conditions. The terms and provisions of the Line of Credit Agreement and the Resolution, including without limitation, the definitions therein, are hereby incorporated as a part of this Note. The principal of

this Note shall be disbursed by the Registered Owner hereof to the Issuer in one or more Advances, all in accordance with the Line of Credit Agreement.

This Note is payable from and secured solely by the Pledged Revenues, as defined in and in the manner provided in, and subject to the terms and conditions of, the Resolution and the Line of Credit Agreement. This Note shall not constitute a general obligation or indebtedness of the Issuer, but shall be a limited obligation of the Issuer payable solely from the Pledged Revenues as provided in the Line of Credit Agreement. The Registered Owner hereof shall never have the right to compel the levy of taxes upon any property of or in the Issuer for the payment of the principal of and interest on this Note. Reference is made to the Line of Credit Agreement for the provisions relating to the security for payment of this Note and the duties and obligations of the Issuer hereunder.

The Registered Owner may sue to protect and enforce any and all rights, including the right to specific performance, existing under the laws of the State of Florida, of the United States of America, or granted and contained in the Line of Credit Agreement, and to enforce and compel the performance of all duties required by the Line of Credit Agreement or by any applicable laws to be performed by the Issuer, the City Commission or by any officer thereof, and may take all steps to enforce the Line of Credit Agreement to the full extent permitted or authorized by the laws of the State of Florida or the United States of America. The Issuer waives its right to trial by jury in the event of any proceedings in state or federal courts to enforce the terms of this Note or of the Line of Credit Agreement, and the Registered Owner, by its acceptance of this Note, waives its right to trial by jury in any such proceedings.

This Note is subject to all the terms of the Line of Credit Agreement.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of the State of Florida to be performed, to exist and to happen precedent to and in the issuance of this Note, have been performed, exist and have happened in regular and due form and time as so required.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, City of Dania Beach, Florida, has caused this Note to be executed by the Mayor and attested by the City Clerk, and its seal affixed, impressed, imprinted, lithographed or reproduced hereon, all as of the Date of Issue above.

ATTEST:

**CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation**

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS

EVE A. BOUTSIS
CITY ATTORNEY

ANA M. GARCIA, ICMA-CM
CITY MANAGER

CERTIFICATE OF AUTHENTICATION

This Note is issued under the provisions of the within mentioned Resolution.

City Clerk of the City of Dania Beach, Florida,
as Authenticating Agent

Date of Authentication:

_____, 2024

By: _____
Authorized Officer

ASSIGNMENT AND TRANSFER

For value received the undersigned hereby sells, assigns and transfers unto _____ (Please insert Social Security or other identifying number of transferee) _____ the attached Note of the City of Dania Beach, Florida, and does hereby constitute and appoint, _____ attorney, to transfer the said Note on the books kept for registration thereof, with full power of substitution in the premises.

Date:

Signature Guaranteed by

[member firm of the New York
Stock Exchange or a commercial
bank or a trust company.]

By: _____
Title:

NOTICE: No transfer will be registered and no new Note will be issued in the name of the Transferee, unless the signature to this assignment corresponds with the name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever and the Social Security or Federal Employer Identification Number of the Transferee is supplied.

EXHIBIT B

FORM OF NOTICE OF ADVANCE

NOTICE OF ADVANCE

[DATE]

Truist Commercial Equity, Inc.
515 E Las Olas Blvd. 7th Floor
Fort Lauderdale, Florida 32202
Attention: David K. Ross, Senior Vice President
E-mail: David.k.ross@truist.com

The undersigned, the City of Dania Beach, Florida, refers to the Line of Credit Agreement dated as of April __, 2024 (the "Line of Credit Agreement") by and between the undersigned and Truist Commercial Equity, Inc. (the "Lender"), and hereby requests pursuant to Section 4.D. of the Line of Credit Agreement that the Lender make an Advance to the undersigned under the Line of Credit Agreement, and in that connection sets forth below the information relating to such Advance as required by Section 4.D. of the Line of Credit Agreement:

Amount Requested: \$ _____

Date Advance to be made: _____

Proceeds of the Advance to be distributed as follows:

☐ Wire Transfer (Account Number _____)

Routing Number _____)

☐ Check sent to City of Dania Beach, Florida, _____,
_____, _____, or such other address as attached hereto.

☐ Account Transfer (Account Number _____)

All representations and statements made herein are for the benefit of the Lender and the other parties related to the issuance of the Note and may not be relied upon by third parties.

The undersigned certifies that:

(i) No Default or Event of Default under the Line of Credit Agreement has occurred and is continuing; and

(ii) All representations and warranties of the Issuer contained in the Line of Credit Agreement are true and correct as of the date hereof (except for the representations made as of a specific date).

Very truly yours,

CITY OF DANIA BEACH, FLORIDA

By: _____

Name: _____

Authorized Officer

Acknowledged and accepted:

TRUIST COMMERCIAL EQUITY, INC.

By: _____

Name: _____

Authorized Agent

By: _____

Name: _____

Alexander G. Johnston

Senior Vice President



City of Dania Beach, FL

Term Sheet

March 20, 2024

Truist Bank (“Bank”), on behalf of itself and its designated affiliate Truist Commercial Equity, Inc. (the “Lender”), is pleased to submit the following summary of terms and conditions for discussion purposes only. The term sheet is non-binding and does not represent a commitment to lend. The term sheet is intended only as an outline of certain material terms of the requested financing and does not purport to summarize all of the conditions, covenants, representations, warranties and other provisions that would be contained in any definitive documentation for the requested financing.

Borrower:	City of Dania Beach, FL
Lender:	Truist Commercial Equity, Inc.
Facility/Purpose/Description:	A tax-exempt, non-bank qualified Revolving Line of Credit (the “Loan”). The purpose of the Loan is to provide bridge financing to support the City’s drainage project in the southeast quadrant of the city.
Amount:	Up to \$6,000,000.
Funding:	The Loan will be drawn upon on a revolving basis.
Maturity	12 months from closing.
Repayment:	Interest shall be paid monthly. Principal and all remaining interest shall be due at maturity.
Interest Rate/Pricing:	<i>Variable Rate:</i> The Sum of the Index +.95% multiplied by 79% The Index shall be 1 Month Term SOFR with 2 business day lookback. As of March 18, 2024, the Index was 5.32677%. Accordingly, the all-in rate as of March 18, 2024 would be 4.9586% $[(5.32677\% + .95\%) \times .79\%]$ The Index shall adjust monthly. Accrual basis: Actual/360 This rate is available through 5/31/2024. There shall be a 25 basis point fee per annum on the unused portion of the line of credit, payable quarterly.
Security:	City’s covenant to budget and appropriate of non-ad valorem revenues.

Documentation:	All documentation shall appropriately structure the financing according to Federal and State statutes, subject to acceptable review by Lender and its counsel. The bond will not be required to be presented for payment.
Covenants/Conditions:	Usual and customary covenants, reporting requirements, representations and warranties and events of default, for transactions of this type, including, without limitation, the following financial covenants and reporting requirements: • Annual Financial Statements within 270 days of fiscal year end • Annual budget within 30 days of adoption • Anti-dilution test of 1.50x. • Upon the issuance of public debt financing for the referenced drainage project, this credit facility shall be paid off with proceeds of same and terminated.
Conditions Precedent and Other Terms:	1. <u>Borrower's Counsel Opinion</u>: An opinion of Borrower's counsel covering matters customary to transactions such as this and in all respects acceptable to the Bank, the Lender and its counsel. 2. <u>Bond Counsel Opinion</u>: An approving opinion of bond counsel related to the Loan in form and substance satisfactory to the Lender which shall include, without limitation, an opinion that the interest on the Loan is excludable from gross income for Federal income tax purposes. 3. <u>Other Items</u>: The Bank and the Lender shall have received such other documents, instruments, approvals or opinions as may be reasonably requested. To the extent permitted by applicable law, Borrower, Bank, and Lender each hereby waives jury trial in any action or proceeding arising out of or related to this term sheet.
Lender's Legal Counsel	The Lender's legal counsel will be Mike Wiener of Holland and Knight. Estimated fees for the closing of the Loan(s) will be \$15,000 and shall be paid by the Borrower, whether or not the Loan described herein is closed.
Governing Law & Jurisdiction:	State of Florida
Municipal Advisor Disclosure:	The Bank is a regulated bank and makes direct purchase loans to Municipal Entities and Obligated Persons as defined under the Municipal Advisor Rule, and in this term sheet is solely providing information regarding the terms under which it would make such a purchase for its own account. The Bank is not recommending an action or providing any advice to the Borrower and is not acting as a municipal advisor or financial advisor. The Bank is not serving in a fiduciary capacity pursuant to Section 15B of the Securities Exchange Act of 1934 with respect to the information and material contained in this

[-Private-]

	communication. The Bank is acting in its own interest. Before acting on the information or material contained herein, the Borrower should seek the advice of an IRMA and any other professional advisors which it deems appropriate for the Loan described herein, especially with respect to any legal, regulatory, tax or accounting treatment.
Patriot Act:	Pursuant to the requirements of the Patriot Act, the Bank and its affiliates are required to obtain, verify and record information that identifies loan obligors, which information includes the name, address, tax identification number and other information regarding obligors that will allow Lender to identify obligors in accordance with the Patriot Act, and Lender is hereby so authorized. This notice is given in accordance with the requirements of the Patriot Act and is effective for the Bank and its affiliates.
Expiration Date:	This Term Sheet shall expire on April 30, 2024 unless indication of award is made prior to such date.



City of Dania Beach Finance Memorandum

DATE: 4/9/2024

TO: Mayor and Commissioners

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

VIA: Frank L. DiPaolo, Chief Financial Officer

SUBJECT: A Resolution authorizing the proper City officials to execute a letter of intent with the Florida Municipal Loan Council (FMLC) and an engagement letter with their financial advisor Public Resources Advisory Group (PRAG) to begin the Stormwater Revenue Bond issuance process

Request:

Approval of a Resolution authorizing the proper City officials to execute a letter of intent with the Florida Municipal Loan Council (FMLC) and an engagement letter with their financial advisor Public Resources Advisory Group (PRAG) to begin the Stormwater Revenue Bond issuance process.

Background:

The City has identified several stormwater drainage capital improvements (the “Improvements”) that are necessary to mitigate flooding and related property damages, including Southeast Drainage Phases I & II and other projects. Due to the extent of the necessary Improvements and significant cost, which has been exacerbated by inflation in recent years, the current Stormwater Assessment Fee is not sufficient to fund the Improvements.

The City engaged Raftelis Financial Consultants to prepare a Revenue Sufficiency Report and they presented their findings at the City Commission meeting on March 26, 2024, indicating that a Stormwater Revenue Bond of up to Thirty Million Dollars (\$30 million) is required in order to complete the Improvements.

The Finance Department recommends issuing the Revenue Bond through the Florida Municipal Loan Council (FMLC) which offers a turnkey bond issuance program that provides all bond professionals, coordination of the issuance process, assistance in closing, and post-issuance compliance services.

The City Administration recommends that the City Commission authorize the proper City officials to execute a letter of intent with the FMLC and an engagement letter with their financial advisor Public Resources Advisory Group (PRAG) to begin the issuance process.

Budgetary Impact

All costs for professional services and issuance fees will be paid from the proceeds of the Revenue Bond.

Recommendation

Approve the Resolution authorizing the proper City officials to execute a letter of intent with the Florida Municipal Loan Council (FMLC) and an engagement letter with their financial advisor Public Resources Advisory Group (PRAG) to begin the Stormwater Revenue Bond issuance process.

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE THE NECESSARY DOCUMENTS FOR PARTICIPATION IN THE FLORIDA MUNICIPAL LOAN COUNCIL STORMWATER REVENUE BOND PROGRAM TO FUND CERTAIN STORMWATER DRAINAGE CAPITAL IMPROVEMENT PROJECTS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has identified several stormwater drainage capital improvements (the “Improvements”) that are necessary to mitigate flooding and related property damages; and

WHEREAS, due to the extent of the necessary Improvements and significant cost, which has been exacerbated by inflation in recent years, the current Stormwater Assessment Fee is not sufficient to fund the Improvements; and

WHEREAS, the City engaged Raftelis Financial Consultants to prepare a Revenue Sufficiency Report which has indicated that a Stormwater Revenue Bond of up to Thirty Million Dollars (\$30 million) is required in order to complete the Improvements; and

WHEREAS, the City desires to issue the Revenue Bond through the Florida Municipal Loan Council (FMLC) which offers a turnkey bond issuance program that provides all bond professionals, coordination of the issuance process, assistance in closing, and post-issuance compliance services; and

WHEREAS, the City Administration recommends that the City Commission authorize the proper City officials to execute a letter of intent with the FMLC and an engagement letter with their financial advisor Public Resources Advisory Group (PRAG) to begin the issuance process.

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

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

Section 2. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 3. That the proper City officials are authorized to execute the FMLC letter of intent and the PRAG engagement letter, which are made a part of and incorporated into this Resolution by this reference as Exhibit ‘A’ and Exhibit ‘B’, respectively.

Section 4. That this Resolution shall become effective within ten (10) days of its passage and adoption.

PASSED AND ADOPTED on _____, 2024.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Joyce L. Davis _____

Commissioner Tamara James _____

Commissioner Marco Salvino _____

Vice Mayor Lori Lewellen _____

Mayor Archibald J. Ryan IV _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY



January 24, 2024

Frank DiPaolo
Finance Director
City of Dania Beach
100 W Dania Beach Blvd.
Dania Beach, FL 33004

Re: Florida Municipal Loan Council Financing Programs

Dear Mr. DiPaolo,

We understand that the City of Dania Beach (the "City") is interested in working with the Florida Municipal Loan Council ("FMLC") and utilizing one of its financing programs. The purpose of this letter is to document the City's intent to move forward with using the FMLC's financing programs to finance various stormwater related projects as well as to outline the services provided by the FMLC.

The FMLC offers two financing programs:

- Competitive Capital Access Program (Bank Loan RFP Program)
- Fixed-Rate Bond Program (Bond Issue Program)

The services provided by the FMLC under both programs are described in Exhibit A. The Florida League of Cities serves as Administrator for the FMLC.

The FMLC's compensation will be based on the Compensation Schedule attached below as Exhibit B. All compensation is due upon closing. No fees are due if the financing does not close.

The FMLC does not serve as a financial advisor or as a municipal advisor in connection with the issuance of financing. Please note nothing in this letter is an expressed nor an implied commitment by the FMLC to provide financing.

We look forward to working with the City on this financing.

Sincerely,

FLORIDA LEAGUE OF CITIES, as Administrator for the FMLC

Paul Shamoun, Director of Financial Services

A handwritten signature in black ink, appearing to read "Paul Shamoun", with a stylized flourish at the end.

Accepted:

City of Dania Beach, Florida

Signature: _____

Printed Name: _____

Title: _____

Exhibit A

Description of Services

Competitive Capital Access Program (Bank Loan RFP Program):

Services through closing –

- Team of professionals (Bond Counsel, Financial Advisor)
- Coordination of RFP process and professionals
- Pre-reviewed form set of bond documents
- Assist in the closing of the financing

FMLC Fixed-Rate Bond Program:

Services through closing –

- Team of bond professionals (Bond Counsel, Financial Advisor, Underwriter, Disclosure Counsel, Trustee)
- Coordination of professionals and issuance process
- Access to bond insurance*
- Access to an existing surety bond to fund reserve requirements*
- Assist in the closing of the financing

*Subject to a credit review by bond insurer

Ongoing Administrative Services –

- Florida League of Cities serves as Administrator over the life of the loan
- Arbitrage Rebate Calculations
- Continuing Disclosure Services
- Monthly Account Statements and Reconciliation
- Investment of Bond Proceeds
- Audit Confirmations
- Oversight by FMLC Board of Directors

Exhibit B

Compensation Schedule

Competitive Capital Access Program (Bank Loan RFP Program):

An upfront fee to be collected through the cost of issuance for each borrower at the rate of 10/100 of 1% (.001) with a minimum fee of \$5,000 and a maximum fee of \$15,000 per loan.

FMLC Fixed-Rate Bond Program (Bond Issue Program):

For administrative services rendered through closing, an upfront fee to be collected through the costs of issuance for each borrower at the rate of 5/100 of 1% (.0005) with a minimum fee of \$10,000 per bond issue.

For ongoing administrative services, the fee shall be computed annually for each borrower at the rate of 10/100 of 1% (.001) of the principal balance outstanding, with a minimum annual fee of \$1,500 and a maximum annual fee of \$10,000.

January 24, 2024

Frank DiPaolo
Finance Director
City of Dania Beach
100 W Dania Beach Blvd.
Dania Beach, FL 33004

Re: Municipal Advisory Services

Dear Mr. DiPaolo:

The purpose of this engagement letter (the "Agreement") is to document the relationship between Public Resources Advisory Group, Inc. ("PRAG") and the City of Dania Beach, FL (the "City"). The City desires to utilize the services of PRAG as an independent registered municipal advisor to assist the City with general financial advisory and in issuing debt which will finance all or a portion of a multi-phased stormwater improvement project throughout the City (the "Project"). It is also our understanding that the City intends to use the Florida Municipal Loan Council ("FMLC") financing programs. PRAG does serve as an independent registered municipal advisor to the Florida League of Cities ("FLC") and the FMLC. At this time we are not aware of any divergence of interest between the City and the FLC or FMLC.

Scope of Services

PRAG's services to the City will include the following:

- a. Review the City's existing debt and documentation thereto as applicable;
- b. Provide the City with information on the municipal debt market as appropriate;
- c. Provide the City with debt structuring alternatives and debt service analyses as requested;
- d. Work with the City and its legal and other consultants to develop a plan of finance for the Project;
- e. Present the plan of finance to senior management and the City Council as appropriate;
- f. Develop a financing timetable;
- g. Assist in the development of a request for proposals to be distributed to commercial banks, if the Project is financed with a bank loan;
- h. Summarize bank proposals indicating key terms of each, if the Project is financed with a bank loan;
- i. Review a special assessment methodology report to be prepared by an outside consultant;
- j. If the Project is financed with a bond issue, assist in the development of a preliminary and final official statement, prepare and present information to the rating agencies, and assist the City coordinating any other parties required such as an official statement printer and a registrar and paying agent;
- k. Assist in the development and preparation of loan documents;
- l. Negotiate final terms and pricing of the debt; and,
- m. Perform functions to facilitate the closing of the financing.
- n. Serve as the City's Independent Registered Municipal Advisory and provide other municipal advisory services as mutually agreed upon in writing.

Compensation

PRAG's work associated with the analysis described in (a) through (e) in the Scope of Services will be based on PRAG's Hourly Rates outlined in the Compensation Schedule attached hereto as Attachment I, billed monthly. PRAG's compensation related to an FMLC financing described in (f) through (m) in the Scope of Services will be based on the PRAG Transaction Fees for Single Borrower Transactions through the Florida Municipal Loan Council as outlined in the same Compensation Schedule attached hereto as Attachment I billed at closing of the financing, however such compensation is subject to negotiation with the City should the financing take longer than expected and require additional work by PRAG due to complications with the assessment process. Services described in (n) in the Scope of Services shall be based on the Hourly Rates or Transaction Fee as appropriate.



Expenses shall include, but are not limited to, reasonable and necessary travel-related expenses (reimbursed pursuant to Section 112.061, Florida Statutes). In no event will expenses exceed \$1,000 without the approval of the City.

Term

The term of this engagement will be two (2) years beginning from the execution of this Agreement but may be terminated by either party upon thirty (30) days' written notice.

Contacts

The PRAG contacts that will work with the City on this engagement include:

Mickey Johnston, Senior Managing Director, 727-822-3339, mjohnston@pragadvisors.com

Wendell Gaertner, Senior Managing Director, 727-822-3339, wgaertner@pragadvisors.com

Other Matters

PRAG is not providing any legal or accounting advice or counsel under this engagement. Without limiting the foregoing, PRAG is not providing any interpretation of any laws or regulations that may be applicable to the City or that are otherwise related to the work hereunder.

Required Disclosures

MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal events or disciplinary history material to its client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel. MSRB Rule 10 requires municipal advisors to provide certain written information to their clients. Accordingly, PRAG has provided Attachment II attached hereto which includes the required disclosures.

We look forward to working with you on this project.

Sincerely,

PUBLIC RESOURCES ADVISORY GROUP

A handwritten signature in blue ink that reads "Wendell G. Gaertner".

Wendell G. Gaertner
Senior Managing Director

Accepted by:

City of Dania Beach, Florida
Frank DiPaolo, Finance Director

Date: _____



ATTACHMENT I

COMPENSATION SCHEDULE

PRAG Transaction Fees for Single Borrower Transactions through the Florida Municipal Loan Council			
<u>Public Offering/Private Placement</u>		<u>Bank Loan</u>	
<u>Par Range</u>	<u>Fee</u>	<u>Par Range</u>	<u>Fee</u>
First \$50 million	\$1.00 per \$1,000	Up to \$30 million	\$0.60 per \$1,000
Above \$50 million	\$0.75 per \$1,000	Above \$30 million	\$0.25 per \$1,000
Minimum	\$20,000	Minimum	\$12,500
Maximum	\$75,000	Maximum	\$20,000

Category	Hourly Rate	Billing Policy
Sr. Managing Director	\$275	No clerical or secretarial time is to be billed
Managing Director	\$200	
Vice President	\$175	
Assistant Vice President	\$150	



ATTACHMENT II
REQUIRED DISCLOSURES

Required Disclosure Pursuant to MSRB Rule G-42

The City of Dania Beach (the “City”) has retained Public Resources Advisory Group (“PRAG”) as an independent registered municipal advisor to assist with the scope of services pursuant to the letter agreement dated January 24, 2024 (the “Agreement”) and attached hereto. Some of these activities qualify as municipal advisory activities pursuant to Section 15B of the Securities Exchange Act of 1934. As a registered municipal advisor, PRAG is required to have written documentation of its agreement with you and must provide certain information to you. This letter will serve as the written documentation required under MSRB Rule G-42 of certain specific terms, disclosures and other items of information relating to our municipal advisory relationship as of the date this letter is signed by PRAG.

1. Scope of Services

(a) *Services to be provided:* The scope of services with respect to PRAG’s engagement with the City (the “Scope of Services”) are as described in the attached Agreement.

2. Term. We understand that our engagement will end two (2) years following the execution of the Agreement. In addition, we understand that our engagement may be terminated with or without cause by either party with thirty (30) days’ notice. In case of any termination, we believe that the terminating party should endeavor to provide reasonable notice of such termination to the other party so as to permit an orderly transition.

3. Municipal Advisor’s Regulatory Duties When Servicing the City. MSRB Rule G-42 requires that PRAG make a reasonable inquiry as to the facts that are relevant to the City’s determination whether to proceed with a course of action or that form the basis for the advice provided by PRAG to the City with respect to municipal financial products or the issuance of municipal securities, including with respect to the structure, timing, terms, and other similar matters concerning such financial products or issues, based on all the facts and circumstances. The rule also requires that PRAG undertake a reasonable investigation to determine that it is not basing any recommendation on materially inaccurate or incomplete information. PRAG is also required under the rule to use reasonable diligence to know the essential facts about the City and the authority of each person acting on the City’s behalf.

Accordingly, PRAG will seek the City’s assistance and cooperation, and the assistance and cooperation of the City’s agents, with the carrying of these regulatory duties, including providing PRAG with accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties. In addition, if the City provides direction to PRAG to review a recommendation made by a third party, PRAG requests that the City provide any information it has received from such third party relating to its recommendation.

4. Compensation. The form and basis of compensation for PRAG’s services as municipal advisor are as provided in this Agreement.

5. Disclosures of Conflicts of Interest. MSRB Rule G-42 requires that municipal advisors provide to their clients disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable. Accordingly, PRAG makes the following disclosures with respect to material conflicts of interest in connection with the Scope of Services under this Agreement, together with explanations of how PRAG addresses or intends to manage or mitigate each conflict.

With respect to all of the conflicts disclosed below, PRAG mitigates such conflicts through its adherence to its fiduciary duty to the City, which includes a duty of loyalty to the City in performing all municipal advisory activities for the City. This duty of loyalty obligates PRAG to deal honestly and with the utmost good faith with the City and to act in the City’s best interests without regard to PRAG’s financial or other interests.

(a) *Compensation-Based Conflicts:* The transactional fees due under this Agreement will be contingent upon the successful closing of a transaction and is based on the size or nature of the transaction. While this form of compensation is customary in the municipal securities market, this may present a potential conflict of interest because it could create an incentive for PRAG to recommend unnecessary financings or financing structures that are disadvantageous to the City or to advise the City to increase the size of the issue. In addition, for non-transactional services, fees may be paid based on hourly fees of PRAG’s personnel, with the aggregate amount equaling the number of hours worked by such personnel times agreed-upon hourly



billing rates. This presents a potential conflict of interest because PRAG may have the incentive to spend more time than necessary on an engagement. If the hourly fees are subject to a maximum amount, the potential conflict of interest arises because of the incentive for PRAG to fail to do a thorough analysis of alternatives and/or recommend alternatives that would be less time-consuming for staff.

(b) Other Municipal Advisor Relationships: PRAG serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of the City. For example, PRAG serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to the City under this Agreement. These other clients may, from time to time and depending on the specific circumstances, have competing interests. In acting in the interests of its various clients, PRAG could potentially face a conflict of interest arising from these competing client interests. PRAG currently serves as an independent registered municipal advisor to the Florida League of Cities (“FLC”) and the FMLC. At this time we are not aware of any divergence of interest between the City and the FLC or FMLC and, as such, we have no conflicts in connection with providing services to the City.

6. Disclosures of Information Regarding Legal Events and Disciplinary History. MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal events or disciplinary history material to its client’s evaluation of the municipal advisor or the integrity of the municipal advisor’s management or advisory personnel. Accordingly, PRAG sets out below required disclosures and related information in connection with such disclosures.

There are no legal events or disciplinary history that are material to the City’s evaluation of PRAG or the integrity of PRAG’s management or advisory personnel disclosed, or that should be disclosed, on any Form MA and Form MA-I filed with the SEC. The City may electronically access PRAG’s most recent Form MA and each of our most recent Form MA-I filed with the SEC at the following website: www.sec.gov/edgar/searchedgar/companysearch.html.

PRAG has not made any material, legal or disciplinary event disclosures on Form MA or any Form MA-I filed with the SEC.

7. Future Supplemental Disclosures. As required by MSRB Rule G-42, this letter may be supplemented or amended, from time to time as necessary, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of PRAG. PRAG will provide the City with any such supplement or amendment as it becomes available throughout the term of the Agreement.

Required Disclosure Pursuant to MSRB Rule G-10

Public Resources Advisory Group, Inc. is currently registered as a Municipal Advisor with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board (“MSRB”).

As a Municipal Advisor, we are required to provide the following written information to our municipal entity and obligated person clients in accordance with MSRB Rule G-10:

The MSRB website at www.msrb.org, includes the Municipal Advisory client brochure that describes the protections that may be provided by the MSRB Rules and how to file a complaint with an appropriate regulatory authority.



City of Dania Beach Parks & Recreation Memorandum

DATE: 4/9/2024

TO: Mayor and Commissioners

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

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

SUBJECT: Approving the first amended recreation license agreement with The School Board of Broward County, Florida for portions of SBBC owned land (Site No. 47.1, a/k/a Olsen Middle School) for recreational and parking purposes.

Request:

The Parks and Recreation Department is requesting the adoption of a resolution approving the first amended Recreation License Agreement with the School Board of Broward County, Florida, for portions of SBBC owned land (site no. 47.1, a/k/a Olsen Middle School) for recreational and parking purposes.

Background:

On December 13, 2022 the School Board of Broward County and the City of Dania Beach entered into a Recreation License Agreement allowing the city to make specific recreational improvements on and utilizing portions Olsen Middle School for recreational and parking purposes.

On January 23, 2024 the City Commission approved the conceptual design for Olsen Middle School, which includes specific amenities and site improvements. The approved conceptual design differed from the original conceptual design in regards to the amenities offered on the site as the original concept was not conducive to site and there was not adequate space for all of the proposed amenities accepted in the original agreement on December 13, 2022.

The City has funding available for the design of the Olsen Middle School property, however, the original Recreation License Agreement must be amended and approved by the City and the School Board of Broward County to match the amenities listed in the approved conceptual design on January 23, 2024 in order for the City to proceed with the design of Olsen Middle School.

Budgetary Impact

Funding for the design of Olsen Middle School is appropriated and available within the Capital Projects Fund Buildings account no. 301-72-62-572-62-10.

Recommendation

It is recommended that the City Commission adopt the of a resolution approving the first amended Recreation License Agreement with the School Board of Broward County, Florida, for portions of SBBC owned land (site no. 47.1, a/k/a Olsen Middle School) for recreational and parking purposes.

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE FIRST AMENDED RECREATION LICENSE AGREEMENT WITH THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, FOR PORTIONS OF SBBC OWNED LAND (SITE NO. 47.1, A/K/A OLSEN MIDDLE SCHOOL) FOR RECREATIONAL AND PARKING PURPOSES; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on December 13, 2022, the City approved the execution of a Recreational License Agreement between the School Board of Broward County and the City of Dania Beach at School Board property known as “Site No. 47.1 a/k/a Olsen Middle School”, permitting the City to make improvements on the property for recreational and parking purposes; and

WHEREAS, on January 23, 2024, the City Commission approved the conceptual design for Olsen Middle School, which includes specific amenities and site improvements, which require amendment of the initial Recreational License Agreement; and

WHEREAS, the School Board of Broward County has provided the first amended agreement to the Recreational License Agreement to amend the specific recreational improvements planned for construction on the License Premises at Olsen Middle School site as set forth in the amended School Board Agreement, which is attached as Exhibit “A” and made a part of this Resolution by this reference.

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

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

Section 2. That the proper City officials are authorized to execute the amended Recreational License Agreement between the School Board of Broward County and the City of Dania Beach for the location known as Site No. 47.1 a/k/a Olsen Middle School.

Section 3. That Funding for the design of Olsen Middle School is appropriated and available within the Capital Projects Fund Buildings account no. 301-72-62-572-62-10.

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

Section 5. That this Resolution shall be effective 10 days after passage.

PASSED AND ADOPTED on _____ 2024.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Joyce L. Davis _____

Commissioner Tamara James _____

Commissioner Marco Salvino _____

Vice Mayor Lori Lewellen _____

Mayor Archibald J. Ryan IV _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

FIRST AMENDMENT TO RECREATION LICENSE AGREEMENT

THIS FIRST AMENDMENT TO RECREATION LICENSE AGREEMENT is made and entered into as of this ____ day of _____, 2024, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA,
(hereinafter referred to as "**SBBC**"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

CITY OF DANIA BEACH, FLORIDA
(hereinafter referred to as "**City**"),
a Florida municipal corporation
whose principal place of business is
100 W Dania Beach Blvd, Dania Beach, Florida 33004

WHEREAS, on January 18, 2023, SBBC and the City entered into a Recreation License Agreement ("**Agreement**") to allow the City to make specific recreational improvements on and utilize portions of SBBC owned land (Site No. 47.1, a/k/a Olsen Middle School) for recreational and parking purposes; and

WHEREAS, the City desires to amend the specific recreational improvements planned for construction on the Licensed Premises at Olsen Middle School site as set forth in **Exhibit A** attached hereto; and

WHEREAS, the Parties mutually agree to amend the Agreement to memorialize the City's planned new conceptual recreational improvements planned for construction in the Licensed Premises at Olsen Middle School site and as set forth in **Exhibit B** attached hereto; and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 – RECITALS

1.01 Recitals. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – CONDITIONS

2.01 The Agreement is hereby amended by interlineation as follows:

2.01.01 IMPROVEMENTS. DELETE and REPLACE Article 2.07 d. of the Agreement in its entirety with the following:

d. City, upon appropriation of the necessary funding seeks to make the following improvements on the Licensed Premises which are proposed to include:

- 1. Construct Fifty-Two (52) parking spaces;**
- 2. Construct one (1) track and field with a multi-purpose center field with synthetic grass;**
- 3. Construct one (1) passive walk-park;**
- 4. Construct one (1) tennis court;**
- 5. Construct two (2) pickleball courts;**
- 6. Construct one (1) facility that the City Parks and Recreation Department can occupy;**
- 7. Construct one (1) multi-age playground with sunshade canopy;**
- 8. Construct one (1) basketball court;**
- 9. Install fencing, gates, and locks where necessary.**

2.01.02 **ADD** new Article 3.22 as follows:

3.22 E-VERIFY COMPLIANCE. In accordance with Florida Statutes §448.095, the Contractor, prior to commencement of services or payment by the City, will provide to the City proof of participation/enrollment in the E-Verify system of the Department of Homeland Security. Evidence of participation/enrollment will be a printout of the Company's "Company Profile" page from the E-verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The Contractor will not hire any employee who has not been vetted through E-Verify. The Contractor may not subcontract any work for the City to any subcontractor that has not provided an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien.

2.02 Order of Precedence among Agreement Documents. In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:

- (a) This First Amendment to Recreation License Agreement; and
- (b) The Recreation License Agreement.

2.03 Other Provisions Remain in Force. Except as modified herein, said Recreation License Agreement dated January 18, 2023, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have each executed this Second Amendment to the Master Lease Agreement.

FOR SBBC

(CORPORATE SEAL)

THE SCHOOL BOARD OF BROWARD COUNTY,
FLORIDA

ATTEST:

Lori Alhadeff, Chair

Dr. Peter B. Licata,
Superintendent of Schools

Approved as to form and legal content:

Office of the General Counsel

(Remainder of page intentionally left blank; signature page follows)

FOR CITY

ATTEST: THE CITY OF DANIA BEACH, FLORIDA, a municipal corporation of the State of Florida

City Clerk By: _____
City Manager

Date: _____

Approved as to form and legal content by
Office of the City Attorney for the use of
And reliance by the City of Miramar only

By: _____
City Attorney

_____ day of _____, 2024 (CITY SEAL)

(Remainder of page intentionally left blank)

EXHIBIT A
Previous Proposed Conceptual Drawing



EXHIBIT B

Revised Proposed Conceptual Drawing – Subject to Change Location of Amenities



RESOLUTION NO. 2022-188

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, AND THE CITY FOR A RECREATION LICENSE AGREEMENT OF SCHOOL BOARD PROPERTY KNOWN AS "SITE NO. 47.1 A/K/A OLSEN MIDDLE SCHOOL", FOR THE CITY TO MAKE IMPROVEMENTS ON THE PROPERTY FOR RECREATIONAL AND PARKING PURPOSES; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dania Beach and the School Board of Broward County agree to the terms set forth in the attached Recreation License Agreement ("Agreement") for Site No 47.1 a/k/a Olsen Middle School; and

WHEREAS, the terms of the Agreement shall commence on January 18, 2023, and conclude on January 17, 2048, for a 25-year term, with the renewal option for an additional 25-year term; and

WHEREAS, the City shall provide the School Board of Broward County with written notice of its intent to exercise the Renewal Option at least two hundred seventy (270) calendar days prior to the end of the term of the Agreement; and

WHEREAS, under the Agreement, the City may construct certain park improvements, with School Board authorization, and the City shall have the ability to use the improvements under the terms and conditions contained in Section 2.07 of the Agreement; and

WHEREAS, the park improvements will be completed by the City once the City fiscally budgets the necessary funds, including any applicable grant funding, or other sources of funding;

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

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

Section 2. That the proper City officials are authorized to execute the Recreational License Agreement between the School Board of Broward County and the City of Dania Beach for the location known as Site No. 47.1 a/k/a Olsen Middle School.

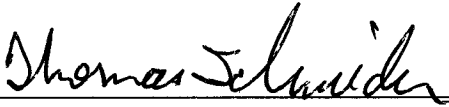
Section 3. That any improvements to be constructed by the City will be completed once the City fiscally budgets the necessary funds, including any applicable grant funds, etc.

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

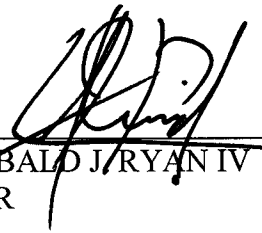
Section 5. That this Resolution shall be in full force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on December 13, 2022.

ATTEST:


THOMAS SCHNEIDER, CMC
CITY CLERK




ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:


EVE A. BOUTSIS
CITY ATTORNEY

RECREATION LICENSE AGREEMENT

THIS RECREATION LICENSE AGREEMENT is made and entered into as of this ____ day of _____, 2023, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

CITY OF DANIA BEACH, FLORIDA

(hereinafter referred to as "City"),
a Florida municipal corporation
whose principal place of business is
100 W Dania Beach Blvd, Dania Beach, FL 33004

WHEREAS, SBBC, as the controlling body of the district schools of Broward County, Florida owns, operates, and maintains various facilities and sites throughout the County, including elementary, middle, high schools, vocational sites, training facilities and equipment, and lands/sites in the City suitable for use by City in its municipal programs; and

WHEREAS, partnerships between municipalities and SBBC instill a sense of civic pride and responsibility in students that will last far beyond their educational experience; and

WHEREAS, municipalities and the SBBC may share resources to support their goals and objectives; and

WHEREAS, SBBC and the City (hereafter referred to as the "Parties") believe that such an arrangement will be of mutual benefit to the Parties and will fill a great need in that area of the community and that cooperation between the Parties will result in great benefit to the residents of the City; and

WHEREAS, it is the purpose and policy of the City to develop, operate, and maintain parks and community recreational facilities; and

WHEREAS, SBBC and the City desire to enter into this Recreation License Agreement (hereafter referred to as the "Agreement") for the purposes of allowing the City to make improvements on and utilize portions of SBBC owned land (Site No. 47.1 a/k/a Olsen Middle School), attached hereto as **Exhibit A**, for recreational and parking purposes.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, this Agreement shall commence on January 18, 2023, and conclude on January 17, 2048, for a term of twenty-five (25) years.

2.02 **Renewal Option.** City may request to renew this Lease Agreement for an additional twenty-five (25) year term prior to its expiration, and if City does so, the terms and conditions applicable to the renewal term shall be the same as those stated herein. To this end, City shall provide SBBC with written notice of its intent to exercise this Renewal Option at least two hundred and seventy (270) calendar days prior to the end of the term of the Lease Agreement and such requested renewal shall be subject to SBBC approval.

2.03 **Licensed Premises.** SBBC does hereby license to the City an area or areas referred herein as “Licensed Premises” and shown on the sketch attached hereto as **Exhibit A**; and **Exhibit B** shows conceptually, components of the proposed improvements that the City will construct on the Licensed Premises at the City’s sole expense.

2.04 **Uses Permitted.** The uses and purposes of the Licensed Premises will be for recreational use by the City’s residents, and as needed by SBBC, in conformity with Paragraph 2.09 herein. The Licensed Premises are to be used strictly for recreational purposes and no advertising or food concessions, nor the licensing, leasing, or renting of same, shall be permitted by the City unless prior written consent of the SBBC Superintendent or designee is obtained. Consent shall not be unreasonably withheld.

2.05 **Parking.** The City residents may use the open access parking lot(s) located on the Olsen Middle School (hereafter referenced as School) site to park vehicles while using the Licensed Premises. For the purposes of this Agreement a vehicle shall be defined as a car, pick-up truck, SUV, motorcycles, and bicycles.

2.06 **Conflict of Uses.** The City’s use of the Licensed Premises shall not conflict with SBBC’S use of the Licensed Premises in its public education program and shall comply with the applicable laws of the State of Florida.

2.07 **Improvements.** The location of any and all recreational improvements placed/constructed by the City (hereafter referred to as the “Improvements”) to be placed on

the Licensed Premises, shall first be approved in writing by SBBC. The SBBC shall have the sole discretion to approve the location of any Improvements the City makes on the Licensed Premises. The SBBC's approval of the location of the City's Improvements shall not be unreasonably withheld. Any Improvements placed on said Licensed Premises without the prior written approval of SBBC shall be removed or relocated within ninety (90) calendar days of written demand by SBBC. However, the Parties may agree that any unauthorized Improvements should remain and amend this Agreement to include the use and responsibility of those Improvements. The City's Improvements must include a security fence and gates, including a key and or access code, to separate the SBBC school campus from the Licensed Premises. The key and or access code shall be provided to SBBC.

a. The authority to grant this approval regarding the Improvements and the security fencing / gates in this Agreement is hereby delegated by the SBBC to the Superintendent of Schools or designee. Subject to the provisions of the foregoing paragraph, the Parties further agree that City will prepare and submit plans to the Superintendent of Schools or designee for review and approval. Any plans must meet State of Florida Building Code Requirements, Florida Fire Protection Code, and State Requirements for Educational Facilities (hereafter referred to as the "SREF"), as may be applicable, and any other requirements imposed by applicable law. Superintendent of Schools or designee shall have forty-five (45) calendar days from the date of receipt to review and comment on the plans submitted by the City. In the event the Superintendent of Schools or designee fail to provide their review or comments within the forty-five (45) day period, the City's plans shall be deemed approved. All design documents shall be approved by the Superintendent of Schools or designee prior to submission to the Florida Department of Education, if required. City agrees to obtain all necessary permits, inspections, and approvals to obtain a Certificate of Occupancy from the School District. If necessary, City also agrees to contract with a contractor for the construction of the Improvements, security fencing, and gates.

b. Before the commencement of the Improvements, City shall require the engaged contractor to furnish required insurance, surety payment, and performance bonds that guarantee completion of the Improvements, to include full payment for all suppliers, material men, laborers or subcontractors employed to complete the Improvements. City shall ensure that the contractor shall be required by contract to deliver a copy of said insurance and surety bonds to the City. Such insurance shall remain current throughout the construction of the Improvements. Such bonds shall remain in effect for one (1) year after completion of the Improvements. City shall ensure that the contractor will cause the correction of any defective or faulty work or materials that appear after the completion of the Improvements, security fencing, and gates within the warranty period of such work performed.

c. City shall be solely responsible for all contractual obligations to the contractor engaged to construct the Improvements.

d. City, upon appropriation of the necessary funding seeks to make the following improvements on the Licensed Premises which are proposed to include:

1. Security fence and gates;
2. Construct four (4) new tennis courts;
3. Construct two (2) pickleball courts;
4. Construct a multi-purpose open field/play area;
5. Construct a track around the multi-purpose open field/play area;
6. Construct a soccer field;
7. Construct a parking lot with approximately 63 parking spaces;
8. Construct a community center;
9. Construct two (2) playgrounds; and
10. Construct a walking/exercise path.

e. City shall construct/install all Improvements cited herein at its sole expense.

f. The City shall act as owner's representative in completing all permit applications and other documents related to the construction and project closeout of this project.

g. The improvements listed above from Nos. 1 through 8, as well as any other improvements authorized by the SBBC and constructed by the City are hereby deemed City Improvements.

h. The City agrees to complete all the City Improvements, which may include those listed above as Nos. 1 through 8, and any other improvements authorized by SBBC, once the City does fiscally budget the necessary funds, including any applicable grant funds, etc.

i. Should the City apply for grant funds, the SBBC shall promptly, within 30 days, sign off on any such applications, as a co-applicant/property owner. The City would be responsible for compliance with all grant terms and conditions.

2.08 Maintenance.

a. The City shall maintain and keep the Licensed Premises clean and sanitary free. The City shall mow and as needed, trim the trees located on the Licensed Premises and maintain the vegetation to prevent the accumulation of weeds, tree debris, and other invasive vegetation. Upon failure of the City to comply with the provisions of this section, SBBC shall give written notice to the City of such failure to comply, by Certified Mail, Return Receipt Requested. If after a period of ten (10) calendar days from the City's receipt date of the notice, and the City has failed to commence the deficiencies contained in the notice, SBBC shall have the right to enter upon the Licensed Premises and correct the deficiencies. Thereafter, SBBC shall invoice the City for costs incurred by SBBC to correct the deficiencies, and the City shall pay the costs incurred by SBBC within fifteen (15) calendar days after receipt of said billing by SBBC. Any billing for SBBC's trash, debris removal or mowing shall be on a per-cleaning or per-mowing basis and shall be due and paid by the City within fifteen (15) calendar days after receipt of said billing.

b. Notwithstanding any of the provisions of the foregoing subsection, the Parties further agree that the City will clean the Licensed Premises after each City sponsored event and SBBC will clean the Licensed Premises after each SBBC sponsored event. In the event that SBBC fails to maintain and clean the premises after its use of the Licensed Premises, the City shall have the right to clean the premises and charge SBBC for all cleanup costs. SBBC shall pay for such costs within fifteen (15) calendar days after receipt of said billing by the City.

c. Except as set forth in (b) above, City shall be solely responsible for the routine upkeep and maintenance of the Licensed Premises and the City improvements thereon and shall solely bear all related costs regarding such upkeep and maintenance, including all costs for the repairs and replacement of the City's installed equipment's and fixtures.

d. The Parties agree that they shall be liable and responsible for any and all cleanup, damages, and injuries that may occur during the time the Licensed Premises is under their respective control.

e. The City will be solely responsible for striping the soccer field, multi-purpose open field/play area, tennis courts, and pickleball courts for all sporting and recreational activities.

2.09 License, Lease, or Rental of Licensed Premises. The City may not license or lease the Licensed Premises for the use by a third party without obtaining the prior written consent of the SBBC Superintendent of Schools or designee. Consent shall not be unreasonably withheld. Request for consent shall be as provided under section 2.10(a) below.

2.10 Hours of Operation. The Licensed Premises and any improvements thereto will be exclusively under the control and use of the SBBC during the hours school is in session.

a. If the City desires to utilize the Licensed Premises when the Licensed Premises is under the control of SBBC, the City's Director of Parks and Recreation or designee will complete the Notice of Facility Use Form, attached hereto as **Exhibit C**, and submit the Form to the School Principal or designee for approval no less than fifteen (15) calendar days before the City's intended use. Consent shall not be unreasonably withheld. The Parties acknowledge that any fence that is located between the School grounds and the Licensed Premises shall be locked/secured by the City before each and every use of the Licensed Premises. Also, the City will properly secure the Licensed Premises each day between dusk and dawn.

b. The Licensed Premises will be under the control of the City during after school hours, Mondays through Fridays, from 6:00 pm until 10 pm during the SBBC school year, and from 7:00 am to 10 pm during the weekends, SBBC recognized holidays, and SBBC scheduled summer months. If SBBC desires to use the Licensed Premises when the Licensed Premises is under the City's control, the School principal, Olsen Middle School or designee will complete

the Notice of Facility Use Form, **Exhibit C**, and submit the Form to the City's Parks and Recreation Director or designee for approval no less than fifteen (15) calendar days before the School's intended use. Consent shall not be unreasonably withheld.

2.11 Ownership of Improvements at License Expiration. In general, the City Improvement shall become the property of the SBBC at the termination of this Agreement. City shall have the right to remove all personal property, non-fixture items or removable (non-permanent) Improvements at the expiration or termination of this Agreement. At the end of either the initial term, or any renewal terms, or if at any time this Agreement is terminated by the SBBC prior to the end of the initial term or any renewal period, the City Improvements will be evaluated and appraised to determine the extent of any remaining useful life and the Parties shall negotiate a payment amount the SBBC shall pay to the City for the City Improvements.

2.12 Inspection of City's Records by SBBC. City shall establish and maintain books, records and documents (including electronic storage media) related to this Agreement. All of City's records, regardless of the form shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC agent or its authorized representative. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to City's Records from the effective date of this Agreement, for the duration of the term of the Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to City pursuant to this Agreement. SBBC's agent or its authorized representative shall provide City with reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction. SBBC's agent or its authorized representative shall have access to the City's facilities and to any and all records related to the Agreement and shall be provided adequate and appropriate workspace in order to exercise the rights permitted under this section. City shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.13 Notice. When any of the Parties' desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
----------	--

With a Copy to:	Director, Facility Planning & Real Estate Department The School Board of Broward County, Florida 600 Southeast Third Avenue
-----------------	---

Fort Lauderdale, Florida 33301

To City: City Manager
City of Dania Beach, Florida
100 W Dania Beach Boulevard
Dania Beach, FL 33004

With a Copy to: Director of Parks & Recreation
City of Dania Beach
100 W Dania Beach Boulevard
Dania Beach, FL 33004

With a Copy to: City Attorneys for
City of Dania Beach
100 W Dania Beach Boulevard
Dania Beach, FL 33004

2.14 Background Screening. The City agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who: (1) are permitted access to school grounds when students are present; (2) will have direct contact with students; (3) have access or control of school funds; (4) have successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of the City or its personnel providing any services under the conditions described in the previous sentence. The City shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the City and its personnel. The Parties agree that failure of the City to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. To the extent permitted by law, the City agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from City's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes. Nothing herein shall be construed as a waiver by SBBC or the City of sovereign immunity or of any rights or limits to liability existing under Section 768.28, Florida Statutes.

2.15 Public Records. Any party contracting with SBBC is required to: (1) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (2) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meet all requirements for retaining public records and transfer, at no cost to SBBC, all public records in that party's possession upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential

and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with applicable Florida law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

2.16 Student Records. Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes, FERPA, and any other state or federal law or regulation regarding the confidentiality of student information and records. The Parties agree, for themselves, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC, its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

2.17 Indemnification. The Parties agree to be fully responsible for any acts of negligence, by their employees' when acting within the scope of their employment and agree to be liable for any damages resulting therefrom. This section shall survive termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

2.18 Insurance. Upon execution of this Agreement, the Parties shall submit to each other, copies of their certificate(s) of insurance or self-insurance evidencing the required coverage.

2.19 Required Insurance Coverages. The Parties acknowledge without waiving their rights of sovereign immunity as provided by Section 768.28, Florida Statutes, that they are insured or self-insured for general liability under state law with coverage limits of \$200,000 per person and \$300,000 per occurrence, or such monetary wavier limits that may change and be set forth by the legislature.

a. The Parties shall maintain General Liability Insurance, with limits of liability not less than \$1,000,000 Each Occurrence \$2,000,000 General Aggregate. The Parties shall procure and maintain at their own expense and keep in effect during the full

term of the Agreement, a policy or policies of insurance or self-insurance under a Risk Management Program in accordance with Florida Statutes, Section 768.28 for General Liability.

b. The Parties shall procure and maintain at their expense and keep in effect during the full term of the Agreement, insured or Self-insured Worker's Compensation Insurance with Florida statutory benefits in accordance with Chapter 440, Florida Statutes including Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

c. Automobile Liability Insurance: The Parties shall maintain Automobile Liability Insurance covering all Owned, Non-Owned and Hired vehicles in an amount of not less than One Million Dollars (\$1,000,000) per occurrence Combined Single Limit for Bodily Injury and Property Damage.

d. Self-insurance and/or insurance requirements shall not relieve or limit the liability of either party, except to the extent provided by, Section 768.28, Florida Statutes. The Parties reserve the right to require other insurance coverage that the Parties deem mutually necessary depending upon the risk of loss and exposure to liability, subject to each party's Commission or Board approval, if necessary.

e. Violations of the terms of this section and its subparts shall constitute a material breach of the Agreement and the non-breaching party may, at its sole discretion, cancel the Agreement and all rights, title and interest shall thereupon cease and terminate.

f. No activities under this Agreement shall commence until the required proof of self-insurance and/or certificates of insurance have been received and approved by the Risk Managers of each party.

2.20 **Hazardous Materials.** The City shall not cause or permit any Hazardous Material (as hereinafter defined) to be brought upon, kept or used in or about the Leased Property by the City, its agents, principals, employees, contractors, consultants or invitees without the prior written consent by the SBBC, which consent may be withheld for any reason whatsoever or for no reason at all. If the City breaches the obligations stated in the preceding sentence, or if the presence of Hazardous Material upon the Leased Property caused or permitted by the City (or the aforesaid others) results in (a) any contamination of the Leased Property, the surrounding area(s), the soil or surface or ground water or (b) loss or damage to person(s) or property, or if contamination of the Leased Property or the surrounding area(s) by Hazardous Material otherwise occurs for which the City is legally, actually or factually liable or responsible to SBBC (or any party claiming, by through or under SBBC) for damages, losses, costs or expenses resulting therefrom, then the City shall be solely responsible for all costs, expenses and amounts required to remediate, clean up and correct such matter and the City shall further fully and completely indemnify, defend and hold harmless SBBC (or any party claiming by, through or under SBBC) from any and all claims, judgments, damages, penalties,

finest, costs, liabilities or losses [including, without limitation: (i) diminution in the value of the Leased Property and/or the land on which the Leased Property are located and/or any adjoining area(s) which SBBC owns or in which it holds a property interest; (ii) damages for the loss or restriction on use of rentable or usable space of any amenity of the Leased Property or the land on which the Leased Property are located; (iii) damages arising from any adverse impact on marketing of space; and (iv) any sums paid in settlement of claims, reasonable attorneys and paralegals' fees, (whether incurred in court, out of court, on appeal or in bankruptcy or administrative proceedings) consultants fees and expert fees] which arise during or after the term of this Lease Agreement or any renewal thereof, as a consequence of such contamination. This indemnification of SBBC by the City includes, without limitation, costs incurred in connection with any investigation or site conditions or any clean-up, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil or ground water on or under the Leased Property. The City shall be given 30 days to cure any contamination that maybe found on the Leased Property due to the City's neglect.

- a. Without limiting the foregoing, if the presence of any Hazardous Material on, under or about the Leased Property or the surrounding area(s) caused or permitted by the City (or the aforesaid others) results in (a) any contamination of the Leased Property, the surrounding area(s), the soil or surface or ground water or (b) loss or damage to person(s) or property, then the City shall immediately notify SBBC of any contamination, claim of contamination, loss or damage and, after consultation and approval by SBBC, take all actions at the City's sole expense as are necessary or appropriate to return the Leased Property, the surrounding area(s) and the soil or surface or ground water to the condition existing prior to the introduction of any such Hazardous Material thereto, such that the contaminated areas are brought into full compliance with all applicable statutory regulations and standards. The foregoing obligations and responsibilities of the City shall survive the expiration or earlier termination of this Lease Agreement.
- b. As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material or waste, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto, or such substances, materials and wastes that are or become regulated under any applicable local, state or federal law. "Hazardous Material" includes any and all material or substances which are defined as "hazardous waste", "extremely hazardous waste" or a "hazardous substance" pursuant to local, state or federal governmental law. "Hazardous substance" includes, but is not restricted to, asbestos, polychlorobiphenyls ("PCB's"), petroleum, any and all material or substances which are classified as "biohazardous" or "biological waste" (as such terms are defined by Florida Administrative Code ("F.A.C.") Chapter 17-712, as amended from time to time), and extremely "hazardous waste" or "hazardous substance" pursuant to federal, state or local governmental law.

- c. SBBC and its agents shall have the right, but not the duty, to inspect the Leased Property at any time to determine whether the City is complying with the terms of this Lease Agreement. If the City is not in compliance with this Lease Agreement, SBBC shall have the right to immediately enter upon the Leased Property to remedy at the City's expense any contamination caused by the City's failure to comply, notwithstanding any other provision of this Lease Agreement. SBBC shall use its best efforts to minimize interference with the City's operations but shall not be liable for any interference caused thereby.
- d. Any non-compliance by the City with its duties, responsibilities and obligations under this Section shall constitute a default of this Lease Agreement, no notice of any nature from SBBC to the City being required.

2.21 **Security of Licensed Premises.** The City is solely responsible for any security needed during City sponsored events and/or activities on the Licensed Premises while the Licensed Premises is under the sole control of the City. The City will further secure separation from the School campus by locking campus gates before entering the Licensed Premises. If it is determined that any safety issues resulting during the time the Licensed Premises are under the City's control, the City will be liable for said issues. The City will secure the Licensed Premises when under City control by locking the Licensed Premises after hours of operation as specifically stated in Section 2.10 herein.

2.22 **Equal Opportunity Provision.** The Parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the Parties' respective duties, responsibilities and obligations under this Agreement.

2.23 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

2.24 **Incorporation by Reference.** Exhibit A, Exhibit B, and Exhibit C attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 No Third Party Beneficiaries. The Parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. Neither of the Parties intend to directly or substantially benefit a third party by this Agreement. The Parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the Parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 Independent Contractor. The Parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party nor its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, and contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 Default. The Parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days written notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination pursuant to Section 3.05.

3.05 Termination.

a. It is specifically agreed between the Parties hereto that at any time SBBC desires to terminate this Agreement or any designated portion of the Licensed Premises which SBBC determines is needed exclusively for school building purposes or for any other school purposes, it shall have the right to do so with or without cause. SBBC's determination to cancel this Agreement shall be conclusively binding upon the Parties. In the event SBBC so elects, the City shall be given ninety (90) days written notice prior thereto and in the event of cancellation, SBBC shall reimburse the City for the then remaining value of the City-installed Improvements amortized for the remaining term. In the event the Parties hereto cannot mutually agree on said value, same shall be appraised by three (3) appraisers; one selected by SBBC; one selected by the City; and the third appraiser selected by the two appraisers appointed.

b. In the event of such appraisal of the value, the average of the three (3) appraisers shall be the amount SBBC shall pay. It is further agreed that SBBC shall be obligated to pay the fee of the appraiser selected by SBBC; the City shall be obligated to pay the fee of the appraiser selected by the City; and the City and SBBC shall each pay fifty percent (50%) of the fee of the appraiser selected by the two aforementioned appraisers.

c. The City shall likewise have the unqualified right of cancellation of this Agreement, in whole or as to any designated portion or area of the Licensed Premises upon ninety (90) days written notice of cancellation to SBBC. If the City shall properly exercise its option to cancel this Agreement, as to the whole or part of the Licensed Premises, the City shall have the right, subject to SBBC's purchase option described below to remove any and all such Improvements to the Licensed Premises as the City had placed thereupon, except that the City shall not remove sod, landscaping, sand or earth placed upon the Licensed Premises (except as incidental to removal of other fixtures and/or improvements) and the City shall, in the case of removal of Improvements, reestablish the normal grade of the Licensed Premises to the condition which the same was found upon the City's first entering the Licensed Premises hereunder. If, upon cancellation by the City SBBC wishes to purchase the Improvements, the City shall sell the same to SBBC at a mutually agreed upon price. However, if the City and SBBC cannot mutually agree upon a price for the Improvements then the appraisal method, above described in Section 3.05(b) hereof, shall be used to arrive at a binding price.

3.06 Compliance with Laws. The Parties shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing their duties, responsibilities and obligations pursuant to this Agreement.

3.07 Place of Performance. All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.08 Governing Law and Venue. This Agreement shall be construed by the laws of the State of Florida. Any controversy or claim arising out of this Agreement shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida.

3.09 Entirety of Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.10 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

3.11 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party.

3.12 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.14 **Preparation of Agreement.** The Parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

3.15 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto. The City Manager has authority to amend agreement on behalf of the City.

3.16 **Waiver.** The Parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.17 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed force Majeure. In the event any of the licensed facilities, or any part thereof,

shall be destroyed by fire or any other cause, or if any other casualty or any unforeseen occurrence shall render the fulfillment of this Agreement by either party impossible, then and thereupon, this Agreement shall be modified to exclude the use of the damaged licensed facility until such time as the owning party, at its discretion, returns the facility to an operable condition.

3.18 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.19 **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or designee to take any actions necessary to implement and administer this Agreement. Such actions shall include, but not be limited to, the immediate suspension of the use or occupancy of any or all SBBC Licensed Facilities as a result of the anticipation of imminent existence or existence of any of the conditions listed in Article 3.17 – Force Majeure – hereinabove.

3.20 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

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

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By: _____
Lori Alhadeff, Chair

Dr. Vickie L. Cartwright, Superintendent of Schools

Approved as to form and legal content:

Office of the General Counsel

[Remainder of page intentionally left blank]

FOR CITY

City of Dania Beach, Florida

(Corporate Seal)

Ana M. García, City Manager

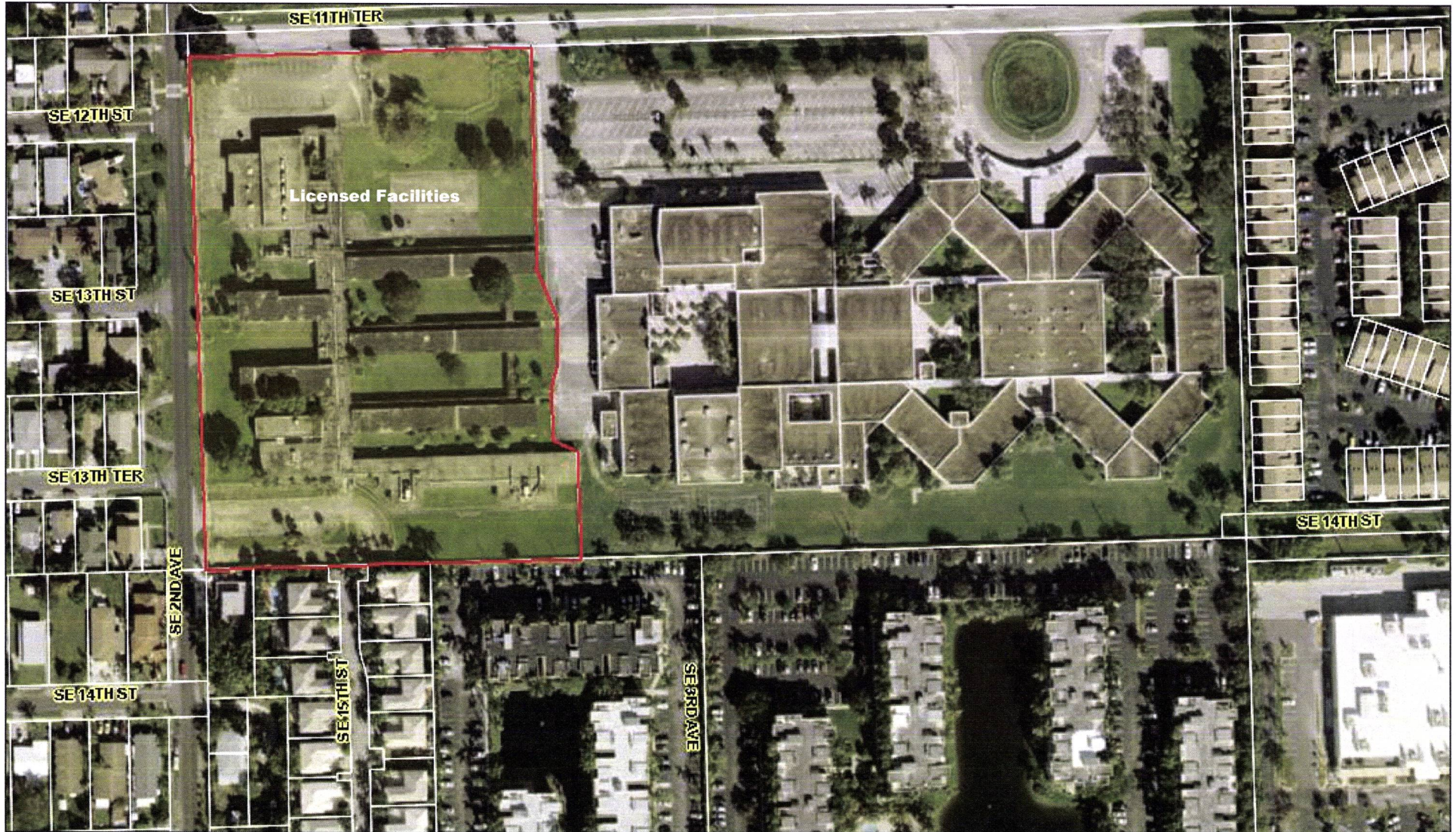
ATTEST:

City Clerk

Approved as to form and legal sufficiency
for the use of and reliance by the City of
Dania Beach, Florida, only.

City Attorney
Eve A. Boutsis

[Remainder of page intentionally left blank]



Prepared By: The Facility Planning and Real Estate Department

Pre-Demolition February 28, 2018



LEGEND

Proposed Recreational Area
6.614 acres +/-
Buildings Demolished

Exhibit B



EXHIBIT "C"

**NOTICE OF FACILITY USE FORM FOR RECIPROCAL USE AGREEMENT BETWEEN
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND DESIGNATED
LOCAL GOVERNMENTAL AGENCY**

Name of Local Government

Date Filed

Location

Type of Activity

Facility

Date(s) Needed

Time(s) Needed

CHARGES (IF APPLICABLE)

Service/Item

Fee

Total Fee(s) Due

NOTE: Please list the Service/Item on additional blank page(s) if you need space for additional information

CONTACTS/AUTHORIZED SIGNATURE

For School: Principal

Name

Title

Date

Signature:



Approve



Disapprove

For Local Government: Parks and Recreation Director or
Equivalent Position

Name

Title

Date

Signature:



Approve



Disapprove

RATIONALE FOR DISAPPROVAL

FOR SBBC USE ONLY

IF DISAPPROVED APPEAL TO
South Regional Superintendent
901 NW 129th Avenue, Pembroke Pines, FL 33060
Phone: (754) 321-3200

State Reasons for Appeal

☐ Appeal Approved ☐ Appeal Disapproved

Authorized Signature: _____

Print Name & Title:

Date:

State Rational for Disapproval

FOR MUNICIPAL USE ONLY

IF DISAPPROVED APPEAL TO
CITY/TOWN MANAGER

State Reasons for Appeal

☐ Appeal Approved ☐ Appeal Disapproved

Authorized Signature: _____

Print Name & Title:

Date:

State Rational for Disapproval



City of Dania Beach Public Services Memorandum

DATE: 4/9/2024

TO: Mayor and Commissioners

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

VIA: Fernando J. Rodriguez, Public Services Director
Dincer Akin Ozaydin, P.E., Deputy Director/City Engineer

SUBJECT: AUTHORIZATION TO AWARD ITB NO. 24-004- "SOLAR STREETLIGHTS REBID" PROJECT

Request:

The Public Services Department (PSD) requests the adoption of a resolution authorizing the award of ITB No. 24-004 “Replacement of Solar Streetlight Panels (Re-Bid)” Project to Mills Electric Service, Inc. (MES).

Background:

The City Commission approved authorization to bid for the citywide project to replace solar light fixtures, via Resolution 2022-013. In the process of replacing those fixtures, it became apparent that the solar panels needed replacing as well. The “Replacement of Solar Streetlight Panels (“Re-Bid”) Invitation to Bid (ITB) was advertised in the Sun-Sentinel on February 12, 2024, and posted on the City's website and on Demand-Star. Bids were opened publicly on March 4, 2024, with seven responses being received. The ITB evaluation committee and the consulting project engineer reviewed the top three proposals listed below:

Add Solar, Inc.	\$139,508.25
Mills Electric Service, Inc.	\$371,726.25
Champs Pro Services	\$478,512.73
AUM Construction	\$539,967.75
Signal Technology, Inc.	\$583,643.90
Horsepower Electric Incorporated	\$649,000.59
Canseco Electrical Contractors, Inc.	\$115,501.05

Due to non-responsiveness from the lowest bidder, the Committee endorses MES as the most responsive and responsible bidder.

Budgetary Impact

The funding for ITB No. 24-004- "Replacement of Solar Streetlight Panels (Re-Bid) Project" is appropriated from the Solar Street Lighting Account No. 301-39-52-541-63-10.

Recommendation

The Public Services Department recommends the City Commission adopt a resolution to award ITB No. 24-004 "Replacement of Solar Streetlight Panels (Re-bid)" contract to Mills Electric Service, Inc. for an amount not to exceed \$408,898,88. This amount reflects the \$371,726.25 bid amount and a 10% contingency for unforeseen expenses.

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF INVITATION TO BID (“ITB”) NO. 24-004, “REPLACEMENT OF SOLAR STREET LIGHT PANELS (RE-BID)”, TO MILLS ELECTRIC SERVICE, INC., IN AN AMOUNT NOT TO EXCEED THREE HUNDRED SEVENTY-ONE THOUSAND SEVEN HUNDRED TWENTY-SIX DOLLARS AND TWENTY-FIVE CENTS (\$371,726.25); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Fiscal Year 2024 Capital Improvement Plan included a solar lighting project for the replacement of aging solar street light panels to enhance efficiency and reliability (the “Project”); and

WHEREAS, the City issued Invitation to Bid (ITB) No. 2023-024 for the Project, and it was determined by the Procurement Division and Public Services Department that a rebid was in the best interest of the City; and

WHEREAS, the City issued ITB No. 2024-004 (Replacement of Solar Light Panels Rebid) and on March 4, 2024, the City received seven responses, shown below:

1. Add Solar, Inc. \$139,508.25
2. Mills Electric Service, Inc. \$371,726.25
3. Champs Pro Services \$478,512.73
4. AUM Construction, Inc \$539,967.75
5. Signal technology Inc \$583,643.90
6. Horsepower Electric Incorporated \$649,000.59
7. Canseco Electrical Contractors, Inc. \$115,5001.05; and

WHEREAS, due to non-responsiveness from the lowest-priced bidder, the Bid Committee, comprised of Project Managers, CIP and Grants Administrator, assessed the bid packages provided by the respondents and selected Mills Electric Service, Inc. as the most responsive and responsible bidder.

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

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

Section 2. That the City Commission authorizes the proper City officials to execute a contract with Mills Electric Service, Inc. for ITB No. 2024-004 in an amount not to exceed Four Hundred Eight Thousand Eight Hundred Ninety-Eight Dollars and Eighty-Eight Cents (\$408,898.88). This amount reflects the \$371,726.25 bid amount and a 10% contingency for unforeseen expenses.

Section 3. That funding will be provided from the Infrastructure Improvements other than Bldgs. Solar Street Lighting Account 301-39-52-541-63-10.

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

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

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

PASSED AND ADOPTED on _____, 2024.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Joyce L. Davis _____

Commissioner Tamara James _____

Commissioner Marco Salvino _____

Vice Mayor Lori Lewellen _____

Mayor Archibald J. Ryan IV _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY



City of Dania Beach Public Services Memorandum

DATE: 4/9/2024

TO: Mayor and Commissioners

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

VIA: Fernando J. Rodriguez, Public Services Director
Dincer Akin Ozaydin, P.E., Deputy Public Services Director/City Engineer

SUBJECT: AUTHORIZATION TO AWARD ITB NO. 2024-001-"CITY HALL CAMPUS IMPROVEMENT"

Request:

The Public Services Department (PSD) is requesting the City Commission's approval to award Invitation to Bid (ITB) No. 2024-001 "City Hall Campus Improvements" to Conengineers Builders LLC.

Background:

The City Hall Campus was recently modified to replace the surface parking lot and replace it with a welcoming green space. Additional improvements are planned for this area to make this space suitable for the daily enjoyment of residents and employees, as well as a useful area for City events. These improvements include installation of sidewalks, lighting, and landscape irrigation. The project's ITB No. 2024-001 "City Hall Campus Improvements" was advertised in the Sun-Sentinel on January 5, 2024, and was also made available on the City's website and Demand-Star. On January 26, 2024, the bids were opened in a public forum. The City received six (6) submissions from the following bidders, along with their proposed pricing:

TechGroupOne, Inc.	\$81,109.50
Conengineers Builders LLC	\$97,118.98
M&J General Contractors	\$111,042.90
S3S Construction, Inc.	\$117,388.00
KER Construction	\$122,028.00
Edifica Construction	\$157,035.00

The Bid Committee, which included CIP and Grants Administrator Colin Donnelly, Project Manager John Quintero, Project Manager Sean Schutten, and George Balaban of Kimley Horn and Associates, Inc., conducted a thorough review of all submissions. The low bid was not selected because the proposed funding was insufficient and mis-allocated. Based on their evaluation, competitive pricing, and reference check, the Bid Committee selected Conengineers Builders LLC as the most responsive bidder.

Budgetary Impact

The proposed contract with Conengineers Builders LLC will cost \$97,118.98. Funding for this contract will be appropriated from the Capital Projects Fund/Infrastructure Improvements other than Bldgs. Account No. 301-18-02-519-63-10.

Recommendation

PSD recommends approval of ITB No. 2024-001 “City Hall Campus Improvements” to Conengineers Builders LLC.

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, AUTHORIZING THE AWARD OF INVITATION TO BID NO. 24-001 “CITY HALL CAMPUS IMPROVEMENTS” TO CONENGINEERS BUILDERS LLC. IN AN AMOUNT NOT TO EXCEED NINETY SEVEN THOUSAND ONE HUNDRED EIGHTY EIGHT DOLLARS AND NINETY EIGHT CENTS (\$97,188.98); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City Hall is frequently visited by residents, business owners and other individuals, and due to its central location also serves as a suitable place for City events; and

WHEREAS, the south portion of the City Hall contains an aged asphalt pavement surface parking lot that is not welcoming, unsuitable for gatherings and is adjacent to a multi-story parking garage with sufficient parking capacity; and

WHEREAS, the City Hall Campus Improvement Project (the “Project”) consists of replacing the surface parking lot with an attractive green space that will include a concrete walking path, light poles and fixtures, as well as landscape irrigation; and

WHEREAS, the Public Services Department (PSD) utilized its personnel to remove the surface lot (asphalt) and install grass turf, and the remainder of the project shall be completed through an Invitation to Bid (ITB) process; and

WHEREAS, the City advertised ITB No. 24-001 “City Hall Campus Improvements” on January 5, 2024, in the Sun-Sentinel and on DemandStar, and received the following responses:

- | | |
|-----------------------------|-------------------|
| • Conengineers Builders LLC | \$97,188.98 |
| • M&J General Contractors | \$111,042.90 |
| • S3S Construction, Inc. | \$117,388.00 |
| • KER Construction | \$122,028.00 |
| • TechGroupOne, Inc. | \$144,109.50 |
| • Edifica Construction | \$157,035.00; and |

WHEREAS, the Bid Committee, consisting of the CIP and Grants Administrator, PSD Project Managers, and a representative from Kimley Horn and Associates, Inc., reviewed the bid responses, and

WHEREAS, after evaluation of all factors, the Bid Committee selected the lowest-cost firm of Conengineers Builders, Inc. as the most responsive, responsible bidder.

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

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

Section 2. That the City Commission authorizes the proper City officials to execute an agreement with Conengineers Builders, Inc. for the City Hall Campus Improvements Project, in accordance with the itemized schedule of costs, a copy of which is attached as Exhibit “A” and made a part of and incorporated into this Resolution by this reference.

Section 3. The funding for this installation is appropriate and available within the Capital Projects Fund/Infrastructure other than Bldgs. Account No. 301-18-02-519-63-10.

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

Section 5. That this Resolution shall be effective 10 days after passage.

PASSED AND ADOPTED on _____, 2024.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Joyce L. Davis _____

Commissioner Tamara James _____

Commissioner Marco Salvino _____

Vice Mayor Lori Lewellen _____

Mayor Archibald J. Ryan IV _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY



City of Dania Beach Community Development Memorandum

DATE: 4/9/2024

TO: Mayor and Commissioners

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

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

SUBJECT: Selection of firm in response to the Request for Proposals for the City of Dania Beach's electric vehicle charging stations to be located in the City Hall Parking Garage.

Request:

Selection of firm in response to the Request for Proposals (RFP) for the City of Dania Beach's electric vehicle charging stations (EVCS).

Background:

On November 8, 2023, the City issued the RFP to replace the dated charging stations in the City Hall garage with faster, more modern charging units. On January 18, 2024, the City re-issued the RFP and on February 12, 2024, there was one (1) response received from Blink Network LLC.

The Bid Committee, consisting of the Code Compliance Manager, Beach Ranger Manager, and Planning Manager, reviewed the bid responses, and selected Blink Network LLC as the most qualified, responsive bidder.

Under the terms of their RFP response, Blink Network LLC shall provide a turnkey system, fully owned by them, and at their cost, will upgrade the garage electrical to accommodate Level 2 charging and in exchange.

Budgetary Impact

The City shall receive five (5) percent of the revenue generated from customer charging and pay a network connectivity fee of up to Eighteen Dollars (\$18.00) per month for the duration of the Agreement.

Recommendation

City Administration recommends that the City Commission award RFP No. 2024-002 to Blink Network LLC and therefore authorizes the proper City officials to execute an agreement with Blink Network LLC for the EV Charging Stations.

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF REQUEST FOR PROPOSALS (“RFP”) NO. 24-002 “EV CHARGING STATIONS” TO BLINK NETWORK LLC PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on November 8, 2023, the City issued Request for Proposals (“RFP”) No. 2023-022 for “EV Charging Stations” to replace the dated charging stations in the City Hall garage with a faster, more modern charging units; and

WHEREAS, on January 18, 2024, the City received one (1) response to the solicitation and decided to reject that response in order to obtain a larger selection of responses; and

WHEREAS, on January 22, 2024, the City re-issued RFP No. 2024-002 for “EV Charging Stations” and on February 12, 2024, there was one (1) response received from Blink Network LLC; and

WHEREAS, the Bid Committee, consisting of the Code Compliance Manager, Beach Ranger Manager, and Planning Manager, reviewed the bid responses, and selected Blink Network LLC as the most qualified, responsive bidder; and

WHEREAS, the City Administration recommends that the City Commission award RFP No. 2024-002 to Blink Network 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. That the City Commission authorizes the proper City officials to execute an Agreement with Blink Network LLC for the EV Charging Stations.

Section 3. That under the terms of their RFP response, Blink Network LLC shall provide a turnkey system, fully owned by them, and at their cost, will upgrade the garage electrical to accommodate Level 2 charging and in exchange, the City shall receive five (5) percent of the revenue generated from customer charging and pay a network connectivity fee of up to Eighteen Dollars (\$18.00) per month for the duration of the Agreement.

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

Section 5. That this Resolution shall be effective 10 days after passage.

PASSED AND ADOPTED on _____, 2024.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Joyce L. Davis _____

Commissioner Tamara James _____

Commissioner Marco Salvino _____

Vice Mayor Lori Lewellen _____

Mayor Archibald J. Ryan IV _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY



City of Dania Beach Community Development Memorandum

DATE: 4/9/2024

TO: Mayor and Commissioners

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

VIA: Candido Sosa-Cruz, ICMA-CM, Deputy City Manager
Eleanor Norena, CFM, Director
Corinne Lajoie, AICP, Deputy Director
Claudia Viviana Batista, Planning and Zoning Manager
Jonathan Cady, Planner

SUBJECT: OT-001-24: The applicant, Maverick Liquor, LLC, is requesting an alcoholic beverage waiver of distance separation for the property at 4501 Stirling Road.

Request:

To allow a three hundred two feet (570') separation from a new alcoholic beverage establishment to an existing liquor store within the City of Hollywood jurisdiction where the Land Development Code requires a distance separation of one thousand (1,000) feet per Code Section 110-50(B).

Background:

Property Information:

EXISTING ZONING:	Community Business (C-2)
LAND USE DESIGNATION:	Commercial (C)
SITE ADDRESS:	4501 Stirling Road
SITE ACREAGE:	16,544 SF (0.38 acre)
EXISTING USE:	Commercial
VIOLATIONS ON THE PROPERTY:	No open violations on the property.

Background:

The subject property is a 0.38-acre parcel situated at the Northwest corner of Stirling Road and SW 45th Way. The proposed use is for a package liquor store with off-premises consumption, which is a permitted use at this location, provided that separation requirements are met. The use will operate in an 850 square foot space requiring four (4) parking spaces. Staff searched through City records and found a previous Certificate of Use and Business Tax Receipt issued at this location for a Real Estate office. The applicant must obtain a building permit and construct the four (4) required parking spaces on site prior to issuance of a Certificate of Use.

Given its proximity to the established use of an existing liquor store approximately 570 feet away, the applicant is requesting approval for a waiver of distance requirements from Code

Section 110-50. The applicant is proposing the business operating hours to be 8:00 AM-10:00 PM Monday through Saturday, and 12:00 PM – 10:00 PM on Sunday.

COMMUNITY OUTREACH

Community outreach efforts by the applicant were requested by the staff. The applicant conducted a virtual outreach on March 26, 2024, after the Planning & Zoning Board meeting. One neighbor attended this meeting. The neighbor who attended expressed concerns about the traffic that the use will bring. The neighbor is hopeful that this approval will lead to improved lighting, and paving of the site, and that the traffic associated with the use will not increase drastically. A summary of the outreach efforts is included in the backup materials. In addition, staff are aware that multiple adjacent owners have met with the Applicant's consultants to express their concerns.

On March 20, 2024, the Planning and Zoning Board heard this application request. At that meeting, several members of the public spoke expressing concerns related to the proposed use of the new alcoholic beverage establishment.

Article 110 of the City's LDC states, such request shall be referred to the Planning and Zoning Board for a recommendation and the City Commission shall determine if the application meets the criteria identified in Section 110-50(E), which are identified below.

1. The waiver maintains the stability and appearance of the community.

The operation of the Store on the Property will maintain the stability and appearance of the community. Most importantly, allowing the Applicant to use the Property as requested will allow for the redevelopment of the Property. The buildings on the Property can be utilized in a manner that contributes to the economic stability of the community instead of to slum and blight.

Furthermore, the Store will be subject to City ordinance for its hours of operation and will predominantly be a daytime operation. Applicant's preference for operating hours would be 8:00 AM-10:00 PM Monday through Saturday, and 12:00 PM – 10:00 PM on Sunday. There will be no egregious marketing and advertising occurring at the property, which will instead maintain a clean appearance and focus on the quality product and experience offered within. Given that the Store is approximately 850 sq. ft. and is comprised of only four parking spaces, the Store will have a minimal impact on the current traffic pattern of Stirling Road. The Applicant is a member of the community and aims to bring several economic benefits to the community through creating local job opportunities and supporting local suppliers and businesses. Further, the Applicant will work in tandem with local organizations and community members and will maintain an open line of communication to ensure the Store operates in harmony with the community.

Community Development staff does not agree with the applicant's commitment to maintaining the stability and appearance of the community.

2. The waiver will not adversely impact the public interest or adjacent property and all necessary alternative measures shall be taken by the applicant to prevent any such impact.

Granting the waiver will not adversely impact the public interest or adjacent properties. The Store is 850 sq. ft. with only 4 parking spaces. The size of the operation and the low customer capacity ensure there will not be a significant uptick in traffic that would impact the public or adjacent properties. The applicant has no intention of offering a drive-through alcohol service on the property. The property will be well-kept and maintain a clean appearance. Further, the

Applicant will establish channels for feedback and promptly address all concerns from the school or the members of the community. A collaborative approach will be put in place with the community so that the best interests of the community are at the forefront of the Stores operation.

Community Development staff does not agree with the alternative measures proposed by the applicant to prevent any adverse impact on the public interest or adjacent properties.

3. The sale of liquor in addition to beer and wine at the requested location will not cause a detrimental impact to the value of existing contiguous uses, to uses in the general area and to the zoning district where the sale is to be located.

The sale of liquor in addition to beer and wine at the requested location will not cause a detrimental impact to the value of existing contiguous uses, to uses in the general area, and to the zoning district where the sale is to be located. Notably, this would be the only packaged liquor store on Stirling Road, from US-1 to SR-7/441. The Seminole Tobacco Shop located to the west of the Property would also not be detrimentally impacted by potential customers stopping at the neighboring property. The proposed waiver will permit the Store to operate in close proximity to the Hard Rock Casino in a tasteful manner. Further, the property is zoned to permit the sale of alcohol, so the existing zoning district will not need to be altered, and the fact that the use is permitted in the district is an indication of that. Furthermore, pursuant to Code section 110-50(B)(9) and in accordance with the definition of “Consumption off-premises” found in the City’s Code, the Applicant will not allow the beverages purchased in the Store to be consumed on the property.

The Community Development staff does not agree with the applicant's commitment to avoiding any detrimental impact on the value of existing contiguous uses, uses in the general vicinity, and the zoning district where the sale is to be located.

4. Any applicant for a waiver of the proximity requirement must be enrolled in the Florida Responsible Vendor Program administered by the Division of Alcoholic Beverages and Tobacco, and must continue to be a member in the responsible vendor program as a condition of obtaining the waiver.

The Applicant is already enrolled in the Florida Responsible Vendor Program and pledges to continue membership in the program as a condition of obtaining the waiver. The Applicant is committed to responsible alcohol service as well as ensuring the well-being of all employees, customers, and the surrounding community. The Applicant understands the importance of adhering to the guidelines and lessons of the program and will actively participate in relevant programs as soon as they start hiring employees, following the public hearing. Finally, the Applicant will remain informed about any updates or changes to existing local, state, and federal regulations pertaining to alcohol sales and services which will further demonstrate the Applicant’s commitment to promote responsible alcohol practices.

The Community Development staff agrees with the applicant's commitment to enroll in the Florida Responsible Vendor Program, administered by the Division of Alcoholic Beverages and Tobacco, as a condition of obtaining the waiver.

Community Development staff is not in general agreement with the applicant’s zoning criteria statement, which is provided in the backup material, and is supportive of the alcohol distance waiver request. The Liquor store use is permitted use at this location.

This application requires approval by the City Commission.

Conditions of Approval:

The comment below is listed as conditions of approval should the Alcohol Distance Waiver request be approved.

1. Applicant must submit a permit for parking stripping of the proposed four (4) parking spaces following off-sheet parking requirements from Code Sec. 265-20 prior to the approval of Certificate of Use and Business Tax Receipt.

Budgetary Impact

Recommendation

Planning and Zoning Board Recommendation:

On March 20, 2024, the Planning and Zoning Board failed to pass a motion on this item, therefore recommending denial of the request.

Recommendation:

Community Development does not recommend approval to City Commission for the following reasons:

1. Staff does not agree with the alternative measures proposed by the applicant to prevent any adverse impact on the public interest or adjacent properties.
2. Staff does not agree with the applicant's commitment to avoiding any detrimental impact on the value of existing contiguous uses, uses in the general vicinity, and the zoning district where the sale is to be located.
3. The item failed at the Planning and Zoning Board meeting, item did not receive a motion, therefore recommending denial.

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE REQUEST FOR A WAIVER (OT-001-24) FROM THE ONE THOUSAND (1,000) FOOT DISTANCE SEPARATION REQUIREMENT PERTAINING TO THE SALE OF ALCOHOLIC BEVERAGES, SUBMITTED BY THE APPLICANT, PEARL BEN YORAM AND MOR BEN YORAM OF MAVERICK LIQUORS LLC, FOR THE PROPERTY LOCATED AT 4501 STIRLING ROAD, WITHIN THE CITY OF DANIA BEACH, FLORIDA, PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 28, Part 1 of the Dania Beach Land Development Code (the "LDC"), Section 110-50(E), entitled "Proximity of Alcoholic Beverage Establishments to Other Establishments and Uses," states that an Applicant for a license to sell liquor, in addition to beer and wine, within one thousand (1,000) feet of another place of business so licensed, may apply for a Waiver of the proximity requirements set forth in Section 110-50(B)(9); and

WHEREAS, the applicant, Pearl Ben Yoram and Mor Ben Yoram, Maverick Liquors LLC, has requested a Waiver (OT-043-23) of the distance separation requirement for property located at 4501 Stirling Road, Dania Beach, Florida, legally described in Exhibit "A," pursuant to Section 110-50(E) of the LDC; and

WHEREAS, the City Planning and Zoning Board, sitting as the Local Planning Agency, held a duly advertised public hearing on March 20, 2024, and determined that the proposed Waiver of the proximity is consistent with the requirements set forth in Section 110-50(E)(1); and therefore, recommended approval of the proposed waiver of the distance separation; and

WHEREAS, the City Commission has determined that the Applicant has met the criteria for a Waiver of the distance separation requirement by a preponderance of the evidence; and

WHEREAS, the Staff Report analyzes the applicant's request based on the Waiver of the proximity requirements criteria and support the Applicant's request; and

WHEREAS, the City Commission conducted a duly noticed public hearing in accordance with Article 610 of the LDC; and

WHEREAS, the City Commission finds that the approval of the Waiver request (OT-001-24) is consistent with the LDC and Comprehensive Plan.

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

Section 1. That the foregoing "**WHEREAS**" clauses are ratified and confirmed as being true and correct and they are made a specific part of this Resolution.

Section 2. That pursuant to Chapter 28 "Land Development Code," Part 1 "Use Regulations," Article 110 "Use Regulations for Commercial And Mixed Used Districts," of the City Code, the Waiver request (OT-001-24), as shown on Exhibit "B" is hereby approved.

Section 3. That the approvals granted by this Resolution are subject to the Applicant's compliance with the following condition:

1. Applicant must submit a permit for parking stripping of the proposed four (4) parking spaces following off-sheet parking requirements from Code Sec. 265-20 prior to the approval of Certificate of Use and Business Tax Receipt.

Section 4. That the associated Planning & Zoning Division Staff Report prepared for the above application(s) is/are incorporated into this resolution as findings of fact.

Section 5. That the issuance of a Waiver by a municipality does not in any way create any right on the part of an Applicant to obtain a permit from a state or federal agency, and does not create any liability on the part of the municipality for issuance of the permit if the Applicant fails to obtain requisite approvals or does not fulfill the obligations imposed by a state or federal agency, or undertake actions that result in a violation of state or federal law.

Section 6. That pursuant to LDC Section 110-50(E)(6) "Resolution to grant waiver" approval shall automatically expire after one hundred and eighty (180) days within which a building permit shall be secured if one is required to implement the use for which the waiver is granted. The waiver shall expire if the building permit to implement the improvements authorized by the waiver is not secured within the time frame specified in this Resolution.

Section 7. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 8. That this Resolution shall be effective 10 days after passage.

PASSED AND ADOPTED on _____, 2024.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Joyce L. Davis _____

Commissioner Tamara James _____

Commissioner Marco Salvino _____

Vice Mayor Lori Lewellen _____

Mayor Archibald J. Ryan IV _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

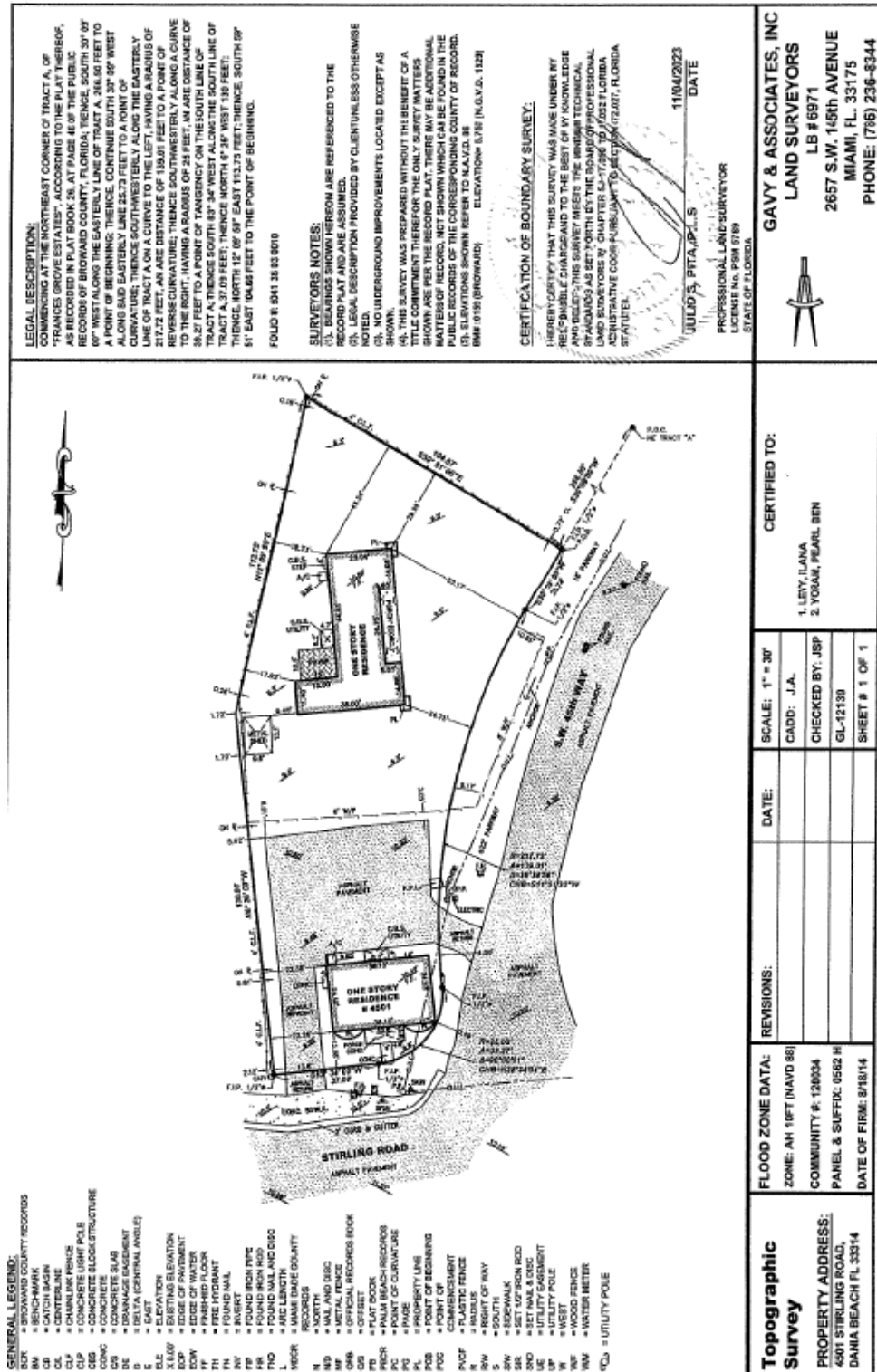
ARCHIBALD J. RYAN IV
MAYOR

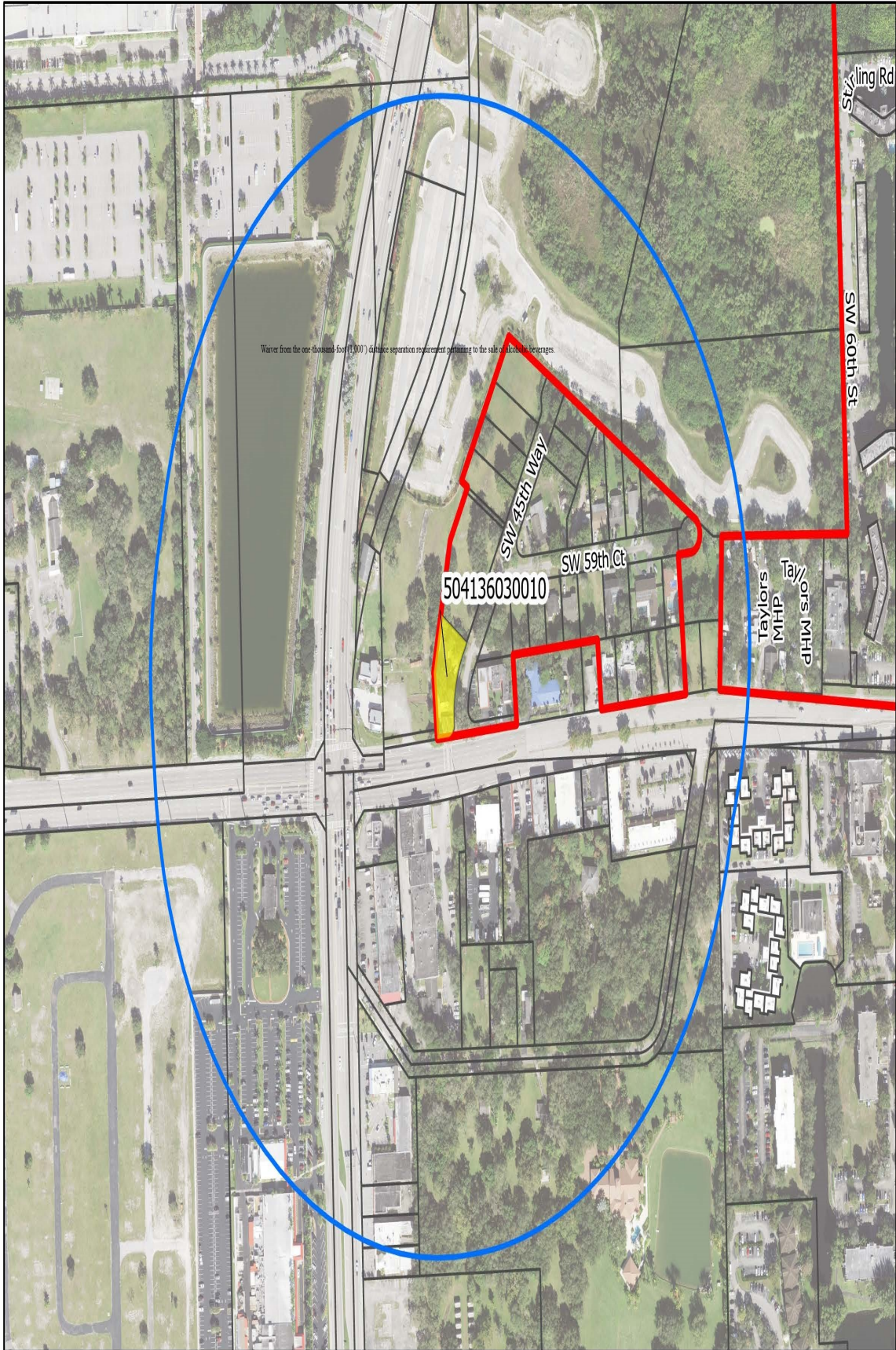
APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

5

RESOLUTION #2024-





DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

Location Map

APPLICATION
OT-001-24

PROJECT NAME
Maverick Liquors LLC

FOLIO:
5041-36-03-0010

ADDRESS
4501 Stirling Road

REQUEST
Alcohol Distance
Waiver Request.

APPLICANT
Maverick Liquors LLC

Legend

-  Parcels
-  Proposed Parcels
-  Dania Beach Boundary
-  1,000 ft Buffer



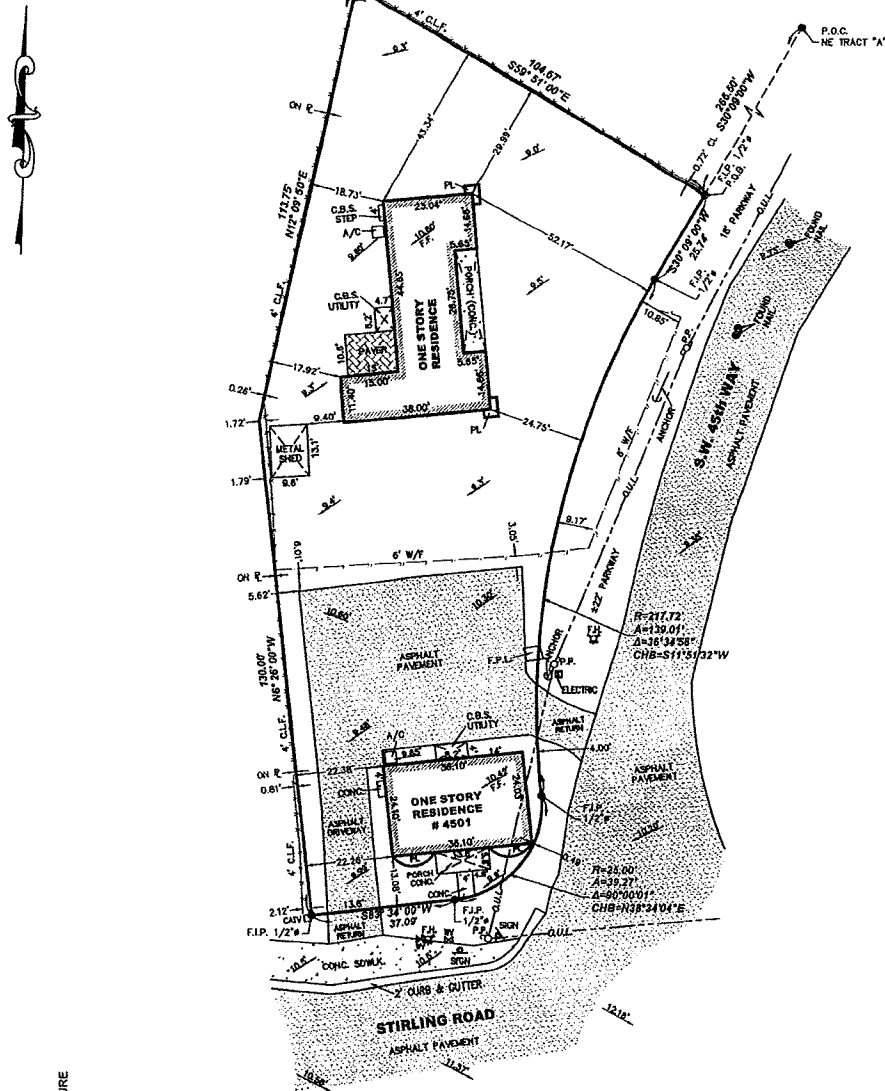
Date: 1/18/2024

When Printed on 8 1/2" x 11"
1 inch equals 400 feet



 Florida Technical Consultants

- GENERAL LEGEND:**
- BCR = BROWARD COUNTY RECORDS
 - BM = BENCH-MARK
 - CB = CATCH BASIN
 - CIL = CENTERLINE
 - CLF = CHAINLINK FENCE
 - CLP = CONCRETE LIGHT POLE
 - CBS = CONCRETE BLOCK STRUCTURE
 - CONC = CONCRETE
 - CIS = CONCRETE SLAB
 - DE = DRAINAGE EASEMENT
 - D = DELTA (CENTRAL ANGLE)
 - E = EAST
 - ELE = ELEVATION
 - X 0.00' = EXISTING ELEVATION
 - EOP = EDGE OF PAVEMENT
 - EDW = EDGE OF WATER
 - FR = FINISHED FLOOR
 - FI = FIRE HYDRANT
 - FN = FOUND NAIL
 - INV = INVERT
 - FIP = FOUND IRON PIPE
 - FIR = FOUND IRON ROD
 - FND = FOUND NAIL AND DISC
 - L = ARC LENGTH
 - MCCR = MIAMI DADE COUNTY RECORDS
 - N = NORTH
 - NID = NAIL AND DISC
 - NF = NAIL FENCE
 - ORB = OFFICIAL RECORDS BOOK
 - OIS = OFFSET
 - PB = PLAT BOOK
 - PBCR = PALM BEACH RECORDS
 - PC = POINT OF CURVATURE
 - PG = PAGE
 - PL = PROPERTY LINE
 - POB = POINT OF BEGINNING
 - POC = POINT OF COMMENCEMENT
 - PVCF = PLASTIC FENCE
 - R = RIGHT
 - RW = RIGHT OF WAY
 - S = SOUTH
 - SW = SIDEWALK
 - SIR = SET 1/2" IRON ROD
 - SND = SET NAIL & DISC
 - UE = UTILITY EASEMENT
 - UP = UTILITY POLE
 - W = WEST
 - WIF = WOOD FENCE
 - WM = WATER METER
 - UTL = UTILITY POLE



LEGAL DESCRIPTION:

COMMENCING AT THE NORTHEAST CORNER OF TRACT A, OF "FRANCES GROVE ESTATES", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 26, AT PAGE 46 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE, SOUTH 30° 09' 00" WEST ALONG THE EASTERLY LINE OF TRACT A, 266.50 FEET TO A POINT OF BEGINNING; THENCE, CONTINUE SOUTH 30° 09' WEST ALONG SAID EASTERLY LINE 25.73 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE EASTERLY LINE OF TRACT A ON A CURVE TO THE LEFT, HAVING A RADIUS OF 217.72 FEET, AN ARC DISTANCE OF 139.01 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 24 FEET, AN ARC DISTANCE OF 39.27 FEET TO A POINT OF TANGENCY ON THE SOUTH LINE OF TRACT A; THENCE SOUTH 83° 34' WEST ALONG THE SOUTH LINE OF TRACT A, 37.09 FEET; THENCE NORTH 6° 26' WEST 130 FEET; THENCE, NORTH 12° 09' 50" EAST 113.75 FEET; THENCE, SOUTH 59° 51' EAST 104.66 FEET TO THE POINT OF BEGINNING.

FOLIO #: 5041 35 03 0010

SURVEYORS NOTES:

- (1) BEARINGS SHOWN HEREON ARE REFERENCED TO THE RECORD PLAT AND ARE ASSUMED.
- (2) LEGAL DESCRIPTION PROVIDED BY CLIENT UNLESS OTHERWISE NOTED.
- (3) NO UNDERGROUND IMPROVEMENTS LOCATED EXCEPT AS SHOWN.
- (4) THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT THEREFOR THE ONLY SURVEY MATTERS SHOWN ARE PER THE RECORD PLAT; THERE MAY BE ADDITIONAL MATTERS OF RECORD, NOT SHOWN WHICH CAN BE FOUND IN THE PUBLIC RECORDS OF THE CORRESPONDING COUNTY OF RECORD.
- (5) ELEVATIONS SHOWN REFER TO N.A.V.D. 88
BM# 10159 (BROWARD) ELEVATION= 5.725' (N.G.V.D. 1929)

CERTIFICATION OF BOUNDARY SURVEY:

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 54-17.050 TO 54-17.052 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 172.027, FLORIDA STATUTES.

JULIO S. PITA, P.L.S. 11/04/2023
DATE

PROFESSIONAL LAND SURVEYOR
LICENSE NO. PSM 5789
STATE OF FLORIDA



GAVY & ASSOCIATES, INC
LAND SURVEYORS
LB # 6971
2657 S.W. 145th AVENUE
MIAMI, FL. 33175
PHONE: (786) 236-8344

CERTIFIED TO:

1. LEVI, ILIANA
2. YORANI, PEARL BEN

REVISIONS:	DATE:	SCALE: 1" = 30'
		CADD: J.A.
		CHECKED BY: JSP
		GL-12139
		SHEET # 1 OF 1

FLOOD ZONE DATA:
ZONE: AH 10FT (NAVD 88)
COMMUNITY #: 120034
PANEL & SUFFIX: 0562 H
DATE OF FIRM: 8/18/14

Topographic Survey

PROPERTY ADDRESS:
4501 STIRLING ROAD,
DANIA BEACH FL 33314



TYPE OF SURVEY:

- ☐ BOUNDARY
☐ ALTANSPS
☐ CONSTRUCTION
☐ TOPOGRAPHIC
☐ CONDOMINIUM
☒ SPECIAL PURPOSE

PRINTING INSTRUCTIONS

WHEN PRINTING THIS PDF IN ADOBE, SELECT "ACTUAL SIZE" TO ENSURE CORRECT SCALING. DO NOT USE "FIT".

ABBREVIATION LEGEND

(SOME ITEMS IN LEGEND MAY NOT APPEAR ON DRAWING):

A or AL = ARC LENGTH
CA = CENTRAL ANGLE
CATV = CABLE TV RISER
CF = CALCULATED FROM FIELD
CR = CALCULATED FROM RECORD
CH = CHORD DISTANCE
C/O = CLEANOUT
CONC. = CONCRETE
DE = DRAINAGE EASEMENT
PI = POINT OF INTERSECTION
PT = POINT OF TANGENCY
PC = POINT OF CURVE
PRC = POINT OF REVERSE CURVE
PCC = POINT OF COMPOUND CURVE
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
PH = POOL HEATER
PP = POOL PUMP
EL or ELEV = ELEVATION
EM = ELECTRIC METER
FIR = FOUND IRON ROD
FN = FOUND NAIL
FND = FOUND
L = LEGAL DESCRIPTION
M = MEASURED
OHC = OVERHEAD CABLE
P = PLAT
R = RADIUS
SEC = SECTION
TWP = TOWNSHIP
RNG = RANGE
QTR = QUARTER
TR = TELEPHONE RISER
UE = UTILITY EASEMENT
UP = UTILITY POLE
WM = WATER METER
WV = WATER VALVE

SYMBOLS - NOT-TO-SCALE

(SOME ITEMS IN LEGEND MAY NOT APPEAR ON DRAWING):

⊕ = UTILITY POLE
⊙ = WELL
⊙ = CENTER LINE
⊙ = PARTY WALL
⊙ = AIR CONDITIONER
⊙ = SEPTIC LID
⊙ = ELEV. SHOT
⊙ = MANHOLE
⊙ = WATER VALVE
⊙ = WATER METER
⊙ = HANDICAP PARKING SPACE

⊙ = SEC. QTR. CORNER

⊙ = SECTION CORNER

CERTIFICATION

I HEREBY CERTIFY THAT THIS SPECIAL PURPOSE SURVEY MEETS THE STANDARDS OF PRACTICE AS OUTLINED IN CHAPTER 5J-17.051 & 5J-17.052 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND THAT THE ELECTRONIC SIGNATURE AND SEAL HEREON MEETS PROCEDURES AS SET FORTH IN CHAPTER 5J-17.062, PURSUANT TO SECTION 472.025, FLORIDA STATUTES.

Digitally signed by
Pablo A Alvarez
Date: 2024.02.13
09:13:32 -05'00'

SIGNATURE _____ DATE: 2-13-2024
PABLO ALVAREZ - PROFESSIONAL SURVEYOR AND MAPPER FLORIDA REGISTRATION NO. 7274 (NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OR THE ELECTRONIC SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER SHOWN ABOVE)

PURPOSE OF SURVEY: ALCOHOL PERMITTING

REVISIONS

Job Number : 197662-SE

Drawn By : K. TURKER

Date of Field Work :

02/13/2024 - REVISED RADIUS - K.T.

Platted Easements & Notable Conditions (unplatted easements also listed if provided): IF APPLICABLE, RECIPIENTS OF THIS SURVEY SHOULD REVIEW THE POSITION OF ANY FENCE LINES SHOWN AND THEIR RELATIONSHIP TO THE BOUNDARY LINE.

SPECIAL PURPOSE - RADIUS SURVEY

"PROPOSED MAVERICK LIQUORS"

ALCOHOL PERMIT

SURVEY PREPARED FOR:
PEARL LEVY

SUBJECT SITE ADDRESS:
4501 STIRLING ROAD
DANIA BEACH, FL 33314

PARCEL INDEX: 504136030010

1. SUBJECT PARCEL - MAVERICK LIQUORS (PROPOSED ALCOHOL)

PER DANIA BEACH, FLORIDA MUNICODE:

SEC. 4-3. - PROXIMITY OF ONE BUSINESS TO ANOTHER.

[PROHIBITED LOCATIONS.] THE SALE OF ALCOHOLIC BEVERAGES FOR CONSUMPTION ON OR OFF THE PREMISES, OTHER THAN AS PROVIDED IN SUBSECTION

(A), SHALL BE PROHIBITED AT ANY LOCATION WITHIN ONE THOUSAND (1,000) FEET OF ANY OF THE FOLLOWING LISTED USES:

- (1) ACADEMIC SCHOOLS; - WEE ONES OF STIRLING - 4481 STIRLING ROAD, FORT LAUDERDALE, FL 33314 (DAYCARE/PRE-SCHOOL)
- (2) PLACES OF WORSHIP;
- (3) THEATERS;
- (4) PLAYHOUSES;
- (5) LODGE HALLS;
- (6) PRIVATE CLUBS;
- (7) AMUSEMENT ARCADES;
- (8) MEETING HALLS;
- (9) ANY OTHER ALCOHOLIC BEVERAGE ESTABLISHMENT WITH A VALID OR RENEWABLE LICENSE TO SERVE LIQUOR FOR CONSUMPTION ON OR OFF THE PREMISES, PROVIDED THAT THE OWNER OF AN EXISTING LICENSE SHALL HAVE A VESTED RIGHT TO TRANSFER THE LICENSE TO ANOTHER LOCATION WITHIN ONE THOUSAND (1,000) FEET OF THE EXISTING LICENSED LOCATION. - SWEENEY LIQUOR IV - 4211 N STATE ROAD 7, HOLLYWOOD, FL 33021 (LIQUOR STORE)

GENERAL NOTES:

1. THIS SURVEY IS BASED UPON RECORD INFORMATION PROVIDED BY CLIENT. NO SPECIFIC SEARCH OF THE PUBLIC RECORD HAS BEEN MADE BY THIS OFFICE UNLESS OTHERWISE NOTED.
2. AS INDICATED ABOVE, UNDER "PURPOSE OF SURVEY", IF THIS SURVEY HAS BEEN PREPARED FOR A PURCHASE OR REFINANCE, ITS SCOPE IS LIMITED TO THE DETERMINATION OF TITLE DEFICIENCIES, AND IS NOT INTENDED FOR USE IN DESIGN OR CONSTRUCTION PURPOSES. LANDTEC SURVEYING ASSUMES NO RESPONSIBILITIES FOR ERRORS RESULTING FROM FAILURE TO ADHERE TO THIS CLAUSE.
3. ANY FENCES SHOWN HEREON ARE ILLUSTRATIVE OF THEIR GENERAL POSITION ONLY. FENCE TIES SHOWN ARE TO GENERAL CENTERLINE OF FENCE. THIS OFFICE WILL NOT BE RESPONSIBLE FOR DAMAGES RESULTING FROM THE REMOVAL OF, OR CHANGES MADE TO, ANY FENCES UNLESS WE HAVE PROVIDED A SURVEY SPECIFICALLY LOCATING SAID FENCES FOR SUCH PURPOSES. DETERMINATION OF FENCE POSITIONS SHOULD BE BASED SOLELY ON THEIR PHYSICAL RELATIONSHIP TO THE MONUMENTED BOUNDARY LINES.
4. GRAPHIC REPRESENTATIONS MAY HAVE BEEN EXAGGERATED TO MORE CLEARLY ILLUSTRATE MEASURED RELATIONSHIPS - DIMENSIONS SHALL HAVE PRECEDENCE OVER SCALED POSITIONS.
5. UNDERGROUND IMPROVEMENTS HAVE NOT BEEN LOCATED EXCEPT AS SPECIFICALLY SHOWN.
6. ELEVATIONS ARE BASED UPON NATIONAL GEODETIC VERTICAL DATUM (N.G.V.D. 1929) OR NORTH AMERICAN VERTICAL DATUM (N.A.V.D. 1988) AS SHOWN ABOVE.
7. ALL BOUNDARY AND CONTROL DIMENSIONS SHOWN ARE FIELD MEASURED AND CORRESPOND TO RECORD INFORMATION UNLESS SPECIFICALLY NOTED OTHERWISE.
8. ANY CORNERS SHOWN AS "SET" HAVE EITHER BEEN SET ON THE DATE OF FIELD WORK, OR WILL BE SET WITHIN 5 BUSINESS DAYS OF SAID DATE AND ARE IDENTIFIED WITH A CAP MARKED LB (LICENSED BUSINESS) #8507.

LINETYPES:

BOUNDARY ——— BUILDING ———
EASEMENT - - - - - CHAIN LINK FENCE - - - - -
WOOD FENCE ——— PLASTIC FENCE ———
OVERHEAD CABLE ———

"CP" = CONTROLLING POINT (POINT OF ROTATION) "HFA" = HELD FOR ALIGNMENT - ALL OTHER MONUMENTATION AND IMPROVEMENTS RELATIVE THERETO

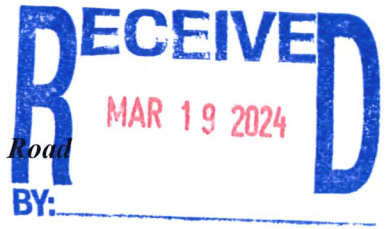
This survey has been issued by the following Landtec Surveying office:

840 U.S. HWY 1, Suite 330
North Palm Beach, FL 33408
Office: (561) 210-9344
Email: Construction@landtecsurvey.com
www.LandtecSurvey.com

LANDTEC
SURVEYING
and Lien

LICENSED BUSINESS No. 8507

Meeting Notice



Re: *Proposed alcoholic beverage establishment to be located at 4501 Stirling Road*

Dear Neighbor:

You are invited to attend a virtual community meeting hosted by Maverick Liquors, LLC ("Owner") related to the property located at 4501 Stirling Road ("Property"). The Owner is proposing to open an alcoholic beverage establishment and is required to also apply for a distance separation waiver.



We would like to share the details of this proposal with you. You can join us via Zoom on March 26, 2024 at 6:30 pm. using the following information:

Virtual Meeting Link:

Join from PC, Mac, iOS or Android:

<https://us06web.zoom.us/j/81203588244?>

Telephone: US: +1 305 224 1968 or +1 929 205 6099 US or +1 312 626 6799 US

Meeting ID: 812 0358 8244

If you cannot attend, but want to provide us with comments, please feel free to reach me at:

Hcalhoun@miskelbackman.com

Or call: 561-405-3324

Sincerely,

A handwritten signature in blue ink, appearing to be "Hcalhoun".

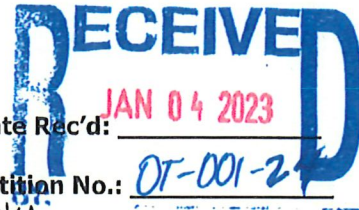
Hope Calhoun, Esq.
Miskel & Backman, LLP



City of Dania Beach, Florida
Department of Community Development
Planning and Zoning Division
(954) 924-6805 X3643
(954) 922-2687 Fax

Standard Development Application

- ☐ Administrative Variance
- ☐ Land Use Amendment
- ☐ Plat
- ☐ Rezoning
- ☐ Site Plan
- ☐ Special Exception
- ☒ Variance
- ☐ Other: waiver for distance requirement for alcoholic beverage proximity



(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: 4501 STIRLING ROAD

Lot(s): _____ Block: _____ Subdivision: _____

Recorded Plat Name: Plat Book 26 at Page 46.

Folio Number(s): 504136 03 0010 Legal Description: Francis Grove Estates Plat Book 26, etc.

Applicant/Consultant/Legal Representative (circle one) MAVERICK LIQUORS LLC

Address of Applicant: 4501 Stirling Road, Dania Beach, FL 33314

Business Telephone: _____ Home: 917-667-2027 Fax: _____

E-mail address: PEARLLEVY@GMAIL.COM

Name of Property Owner: ILANA LEVY and PEARL BEN YORAM

Address of Property Owner: 5532 Estate Oak Circle Hollywood, FL 33312

Business Telephone: _____ Home: 917-667-2027 Fax: _____

Explanation of Request: waiver of proximity requirements for Maverick Liquors LLC
Please provide proposed **Plat Name** & **Criteria Statement** as required by the City's **Land Development Code**.

Prop. Net Acreage: _____ Gross Acreage: _____ Prop. Square Footage: ±850 sqft.

Existing Use: Office Proposed Use: Package Liquor Store

Is property owned individually, by a corporation, association, or a joint venture? _____

AUTHORIZED REPRESENTATIVE

I/we are fully aware of the request being made to the City of Dania Beach. If I/We are unable to be present, I/we hereby authorize _____ (individual/firm) to represent me/us in all matters related to this application. I/we hereby acknowledge that the applicable fee was established to offset administrative costs and is not refundable.

I/we are fully aware that all approvals automatically expire within 12 months of City of Dania Beach Planning and Zoning Board or City Commission approval, or pursuant to the expiration timeframe listed in Part 6 of the Dania Beach Land Development Code.

STATE OF FLORIDA
COUNTY OF BROWARD
The foregoing instrument
Was acknowledged

By: _____
(Owner / Agent signature*)

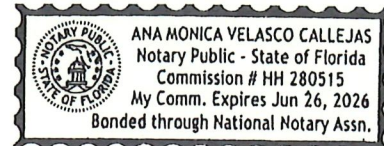
BEFORE ME THIS 18th DAY OF December, 2023

By:

ICANA LEVY & PEARL BEN YORAM
(Print name of person acknowledging)

[Signature]
(Joint owner signature if applicable)

Notary [Signature]
(Signature of Notary Public – State of Florida)



Personally known ☒ or Produced Identification _____

Type of identification produced: _____ or Drivers License _____

***If joint ownership, both parties must sign. If partnership, corporation or association, an authorized officer must sign on behalf of the group. A notarized letter of authorization from the owner of record must accompany the application if an authorized agent signs for the owner(s).**

NO APPLICATION WILL BE AUTOMATICALLY SCHEDULED FOR A MEETING.

***ALL APPLICATIONS MUST BE DETERMINED COMPLETE BY STAFF
BEFORE PROCESSING OCCURS.***



City of Dania Beach Community Development Memorandum

DATE: 4/9/2024

TO: Mayor and Commissioners

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

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

SUBJECT: TX-028-23: The applicant, the City of Dania Beach, is requesting a text amendment to the City's signage regulations in the Land Development Code (LDC) (FIRST READING).

Request:

Amend and update the City's signage regulations.

Background:

The last time significant amendments were made to the City's sign regulations was in 2010 with the adoption of the unified zoning code, known at the time as 'OneCode'. Over time, case law has evolved. This evolution necessitates updates to the City's regulations to align with recent court decisions to ensure sound and defensible regulations. In addition, the amendments are aimed at simplifying the regulations to be more user friendly to our business community. The proper updates are based on development trends and best practices are also needed. As such, these amendments incorporate several changes, some of which are briefly described below.

- Clarifies intent of the sign regulations, consistent with recent court cases
- Clarifies specific legislative intent.
- WINDOW SIGNAGE – Striking the type of information that can be provided (menu, phone number, business hours), replacing it with maximum window signage allowed.
- RESIDENTIAL SIGNAGE – Striking the regulation for single-family/two-family and Townhome/Multi-family regulations, replacing with Residential zoning districts (combining all residential into one category).
- ADDRESS SIGNS – deleting, changes to "Noncommercial Signs".
- AWNING AND CANOPY – striking the number, allowed, letter height, and sign width, adding only maximum square footage allowed.
- MENU SIGNAGE – Eliminating menu signage language, replacing it with Drive-through menu boards regulations.
- MONUMENT SIGNAGE – deleting limitations in the Form-Based Zoning Districts, making regulations consistent in each zoning district, and simplified by identifying

- maximum square footage and height regardless of lot size.
- WALL SIGNS – making regulations consistent in each zoning district and simplified by illuminating sign bonus language and length requirements.
- TEMPORARY SIGNS – removing the Bond requirement.
- SIGN INCENTIVES – removing the incentive entirely.
- POLITICAL SIGNS – revising by removing the term ‘political signs’ and reclassifying as ‘Noncommercial’ signage and revising regulations to simplify allowable signage.
- SPECIAL EVENT SIGNAGE – removing Temporary special event sign regulations, now identified as Noncommercial signs.
- SIGN VARIANCES – revising the sign variance criteria.

Planning and Zoning Board previous action

On March 20, 2024, the Planning and Zoning Board will hear this item. Their recommendation will be presented at the City Commission meeting.

Budgetary Impact

Recommendation

The Community Development Department recommends that the City Commission approve the text amendment on first reading.



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: 03/20/2023

Petition No.: TX-028-23

(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: City Wide

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

Business Telephone: _____ Home: _____ Fax: _____

Explanation of Request: Text Amend for sign regulations.
Please provide proposed **Plat Name** & **Criteria Statement** as required by the City's **Land Development Code**.

Prop. Net Acreage: _____ Gross Acreage: _____ Prop. Square Footage: _____

Existing Use: _____ Proposed Use: _____

Is property owned individually, by a corporation, association, or a joint venture? _____

AUTHORIZED REPRESENTATIVE

I/we are fully aware of the request being made to the City of Dania Beach. If I/We are unable to be present, I/we hereby authorize _____ (individual/firm) to represent me/us in all matters related to this application. I/we hereby acknowledge that the applicable fee was established to offset administrative costs and is not refundable.

I/we are fully aware that all approvals automatically expire within 12 months of City of Dania Beach Planning and Zoning Board or City Commission approval, or pursuant to the expiration timeframe listed in Part 6 of the Dania Beach Land Development Code.

STATE OF FLORIDA
COUNTY OF BROWARD
The foregoing instrument
Was acknowledged

By: [Signature]
(Owner / Agent signature*)

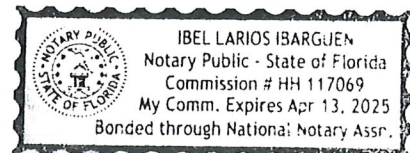
BEFORE ME THIS 22nd DAY OF March, 20 23

By:

Eleanor Norma.
(Print name of person acknowledging)

(Joint owner signature if applicable)

Notary [Signature]
(Signature of Notary Public – State of Florida.)



Personally known [initials] 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.**

ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 28, "LAND DEVELOPMENT CODE," PART 5, "SIGNAGE AND DESIGN REGULATIONS" AT ARTICLE 505, "SIGN REGULATIONS," TO UPDATE THE CITY'S SIGNAGE CODE TO COMPLY WITH FLORIDA AND US LAW, AND TO PROVIDE TECHICAL UPDATES TO THE CODE; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City seeks to update its Land Development Code relating to signage to be compliant with United States Supreme Court precedent on First Amendment speech and Florida law; and

WHEREAS, the City desires to amend its signage code from a technical aspect and has hired planning consultants to assist with the task; and

WHEREAS, the City Administration supports the further refinement of the City's signage code.

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 5 "Signage and Design Regulations, at Article 505 "Sign Regulations", is amended as follows:

* * *

CHAPTER 28

LAND DEVELOPMENT CODE

* * *

PART 5 - SIGNAGE AND DESIGN REGULATIONS

* * *

ARTICLE 505. SIGN REGULATIONS

Sec. 505-10. ~~Purpose and intent~~Intent, scope, findings, substitution, purpose, and severability.

- (A) Intent. The intent of this article is to create a comprehensive system of graphic controls on private property, through the promotion of quality business identification and indexing, to facilitate clear communication of signs, to reduce traffic and structural hazards, and to enhance the visual appearance of the city.
- (B) Scope. The provisions of this article shall govern the number, size, location, and character of all signs which are authorized under the terms of this article. No signs shall be allowed on a plot or parcel either as a main or accessory use except in accordance with the provisions of this article.
- (1) This article does not regulate the following:
- (a) Government signs on government property or public rights-of-way, including, but not limited to, city signs on property owned or controlled by the city, Palm Beach County or the State of Florida;
 - (b) Hazard, life-safety, warning signs, and traffic control devices required or installed by a government agency on public or private property;
 - (c) Notices, wayfinding and directional signs required to be posted by law or ordinance on public or private property; and
 - (d) Signs that are wholly within the interior of a building or structure, and not visible from the exterior of such building or structure.
- (2) In the event of any conflict between this article and any declaration of covenants, bylaws, or other restrictions applying to any property within the city, the language affording the more restrictive interpretation shall apply.
- (3) The city specifically finds that these sign regulations are narrowly tailored to achieve the compelling and substantial governmental interests of traffic safety and aesthetics, and that there is no other way for the city to further these interests.
- (C) Purpose.
- (1) Florida Constitution. Article II, Section 7 of the Florida Constitution provides that “[i]t shall be the policy of the state to conserve and protect its natural resources and scenic beauty. . . .” A beautiful environment preserves and enhances the desirability of the city as a place to live and to do business. Implementing the Florida Constitution is a compelling governmental interest.

- (2) Florida Statutes. Florida law requires cities to adopt comprehensive plans and implement them through land development regulations (also known as zoning regulations) and approval of development orders that are consistent with the comprehensive plan. See Part II of Chapter 163, Florida Statutes. Florida law specifically requires that the city adopt sign regulations. See Section 163.3202(2)(f), Florida Statutes. Complying with state law is a compelling governmental interest.
- (3) Dania Beach Charter, Comprehensive Plan, and Code of Ordinances. The city is a distinctive community with a wide range of land uses. Several goals, objectives, and policies of the city's comprehensive plan, as well as provisions of the city's code of ordinances, require the city to maintain its character and aesthetics and assure traffic safety through its land development regulations and actions.
- (4) Case law. In accordance with the U.S. Supreme Court's cases on sign regulation, the regulations in this article are not intended to regulate or censor speech based on its content or viewpoint, but rather to regulate the secondary effects of speech that may adversely affect the city's substantial and compelling governmental interests in preserving scenic beauty and community aesthetics, and in vehicular and pedestrian safety in conformance with the First Amendment. These cases and their holdings include, but are not limited to:
- (a) Reed v. Town of Gilbert, 576 U.S. 155, 135 S. Ct. 2218, 192 L. Ed. 2d 236 (2015) on the topic of noncommercial temporary signs;
 - (b) Metromedia, Inc. v. City of San Diego, 453 U.S. 490 (1981) on the topic of commercial signs and off-premises signs;
 - (c) City of Ladue v. Gilleo, 512 U.S. 43 (1994) on the topic of political protest signs in residential areas;
 - (d) Linmark Assocs., Inc. v. Township of Willingboro, 431 U.S. 85 (1977) on the topic of real estate signs in residential areas;
 - (e) Burson v. Freeman, 504 U.S. 191 (1992) on the topic of election signs near polling places;
 - (f) Central Hudson Gas & Electric Corp. v. Public Service Commission, 447 U.S. 557 (1980) on the topic of commercial speech; and
 - (g) City Council v. Taxpayers for Vincent, 466 U.S. 789 (1984) on the topic of signs on public property.

(h) City of Austin, Texas v. Reagan Nat'l Advert. of Austin, LLC, 142 S. Ct. 1464, 212 L. Ed. 2d 418(2022) on the topic of off-premises sign regulation.

(D) Impact of Sign Clutter. Excessive signage and sign clutter impair the legibility of the environment, and undermines the effectiveness of governmental signs, traffic control devices, and other required signs (such as address, incidental, directional, directory, and identity signs) that are essential to identifying locations for the delivery of emergency services and other compelling governmental purposes. The intent of these sign regulations is to enhance the visual environment of the city, ensure that the city residents, visitors, and emergency responders can safely navigate through the city to their intended destinations, and promote the continued well-being of the city. It is therefore the purpose of this article to promote aesthetics and the public health, safety, and general welfare, and assure the adequate provision of light and air within the city through reasonable, consistent, and nondiscriminatory standards for the posting, displaying, erection, use, and maintenance of signs and sign structures that are no more restrictive than necessary to achieve these governmental interests.

(E) Specific Legislative Intent. More specifically, the sign regulations are intended to:

- (1) Encourage the effective use of signs as a means of communication in the city;
- (2) Maintain and enhance the scenic beauty of the aesthetic environment and the city's ability to attract sources of economic development and growth;
- (3) Ensure pedestrian and traffic safety;
- (4) Minimize the possible adverse effect of signs on nearby public property, public rights-of-way, and private property;
- (5) Foster the integration of signs with architectural and landscape designs;
- (6) Lessen the visual clutter that may otherwise be caused by the proliferation, improper placement, illumination, animation, excessive sign height, and excessive sign area that compete for the attention of pedestrian and vehicular traffic and are not necessary to aid in wayfinding;
- (7) Allow signs that are compatible with their surroundings and aid orientation, while precluding the placement of signs that contribute to sign clutter, or that conceal or obstruct adjacent land uses or signs;

- (8) Encourage and allow signs that are appropriate to the zoning district in which they are located and consistent with the land uses, activities, and functions to which they pertain;
- (9) Curtail the size and number of signs to the minimum reasonably necessary to identify the location and the nature of a land use, and to allow smooth navigation to these locations;
- (10) Establish dimensional limits and placement criteria for signs that are legible and proportional to the size of the parcel and structure on which the sign is to be placed, or to which it pertains;
- (11) Regulate signs so that they are effective in performing the function of identifying and safely directing pedestrian and vehicular traffic to a destination;
- (12) Preclude signs from conflicting with the principal use of the parcel and adjoining parcels;
- (13) Regulate signs in a manner so as to not interfere with, obstruct the vision of, or distract motorists, bicyclists, or pedestrians;
- (14) Except to the extent expressly preempted by state or federal law, ensure that signs are constructed, installed, and maintained in a safe and satisfactory manner, and protect the public from unsafe signs;
- (15) Preserve, conserve, protect, and enhance the aesthetic quality and scenic beauty of all zoning districts in the city;
- (16) Allow traffic control devices consistent with national standards without regulation in this article because they promote highway safety by providing for the orderly movement of road users on streets and highways, and by notifying road users of regulations and providing nationally consistent warnings and guidance needed for the safe, uniform, and predictable operation of all modes of travel, while regulating private signs to ensure that their size, location, and other attributes do not impair the effectiveness of such traffic control devices;
- (17) Protect property values by precluding, to the maximum extent possible, signs that create a nuisance to the occupancy or use of other properties as a result of their size, height, illumination, brightness, or movement;

- (18) Protect property values by ensuring that the size, number, and appearance of signs are in harmony with buildings, neighborhoods, structures, and conforming signs in the area;
- (19) Regulate the appearance and design of signs in a manner that promotes and enhances the beautification of the city and that complements the natural surroundings in recognition the city's reliance on its natural surroundings and beautification efforts as a source of economic advantage as an attractive place to live and work;
- (20) Classify and categorize signs by type and zoning district;
- (21) Not regulate signs more than necessary to accomplish the compelling and important governmental objectives described herein;
- (22) Enable the fair and consistent enforcement of these sign regulations;
- (23) Permit, regulate, and encourage the use of signs with a scale, graphic character, and type of lighting compatible with buildings and uses in the area, so as to support and complement the goals, objectives, and policies set forth in the city's comprehensive plan;
- (24) Establish regulations for the design, erection, and maintenance of signs for the purpose of ensuring equitable access to graphic communication, while maintaining a harmonious and aesthetically pleasing visual environment within the city, recognizing that signs form an integral part of architectural building and site design and require equal attention in their design, placement, and construction;
- (25) Provide for the unique signage needs of multi-tenant properties through the uniform signage plans that assure a consistent and cohesive appearance and enhance legibility of sign messages through their common design;
- (26) Provide an effective method to deter individuals and businesses from attaching unsightly and distracting signs to public structures within or adjacent to public rights-of-way; and
- (27) Be considered the maximum standards allowed for signage, and regulate signs in a permissive manner so that any sign is not allowed unless expressly authorized and not expressly prohibited.

- (F) Severability: If any provision of this article is found by a court of competent jurisdiction to be invalid, such finding must not affect the validity of the other provisions of this article that can be given effect without the invalid provision.
- (1) Generally: If any part, section, subsection, paragraph, sentence, phrase, clause, term, or word of this article is declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect any other part, section, subsection, graph, subparagraph, sentence, phrase, clause, term, or word of this article. Should any section, paragraph, sentence, clause, phrase, or other part of this article or the adopting ordinance be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of this article or the adopting ordinance as a whole or any portion or part thereof, other than the part so declared to be invalid.
- (2) Severability where less speech results: Without diminishing or limiting in any way the declaration of severability set forth in this section (7), or elsewhere in this article or the adopting ordinance, if any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this article is declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this article or the adopting ordinance, even if such severability would result in a situation in which there would be less speech, whether by subjecting previously exempt signs to permitting or otherwise.
- (3) Severability of provisions pertaining to prohibited signs: Without diminishing or limiting in any way the declaration of severability set forth in section (g), or elsewhere in this article or the adopting ordinance, if any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this article or the adopting ordinance or any other law is declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this article or the adopting ordinance that pertains to prohibited signs.
- (4) Severability of prohibition on off-premises signs: If any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this article or any other code provisions or laws are declared invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of

such unconstitutionality shall not affect the prohibition of off-premises signs as contained herein.

(G) *Substitution.* Notwithstanding any provisions of this article to the contrary, to the extent that this article permits a sign containing commercial content, it shall permit a noncommercial sign to the same extent. The noncommercial message may occupy the entire sign area or any portion thereof, and may substitute for or be combined with the commercial message. The sign message may be changed from commercial to noncommercial, or from one noncommercial message to another, as frequently as desired by the sign's owner, provided that the sign is not prohibited and the sign continues to comply with all requirements of this article.

~~(A) *Purpose.* The purpose of this article is to coordinate the type, placement and scale of signs within the city's various zoning districts; to recognize and facilitate the communication requirements of all sectors of the community; to encourage the innovative use of design; to maintain and enhance community appearance through proper sign maintenance, renovation of older signs and the elimination of visual blight and clutter; and, to allow for special circumstances. These shall be accomplished by regulation of the display, erection, use and maintenance of signs. The use of signs is regulated according to zone. The placement and scale of signs are regulated primarily by type and length of street, and building or occupant frontage, though lot size and surrounding conditions may also be considered. No sign shall be permitted, except in accordance with the provisions of this article. This article does not regulate signs interior to a building, defined herein as "interior signs."~~

~~(B) *Design.* This article is intended to establish a coordinated graphics program that provides for establishment identification and directional communication, while allowing the creation of unique and informative signs. These regulations are not intended to prohibit the design of unusual signs that may enhance the character of the building or reflect the nature of the use.~~

~~(C) *Consistency.* This article is intended to be consistent with the city's adopted comprehensive plan.~~

~~(D) *Substitution.* It is not the purpose of this article to regulate or control the copy, content or viewpoint of signs. Nor is it the intent of this article to afford greater protection to commercial speech than to noncommercial speech. Any sign, display or device allowed under this article may contain, in lieu of any other copy, any otherwise lawful noncommercial message that complies with all other requirements of this article. The noncommercial message may occupy the entire sign area, or any portion of the sign area, and may substitute for or be combined with the commercial message. The sign message may be changed from commercial to noncommercial, or from one noncommercial message to another, as frequently as desired by the sign's owner, provided that the sign is not prohibited and the sign continues to comply with all requirements of this Land Development Code.~~

~~(E) *Severability.*~~

- ~~(1) If any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this Land Development Code, is declared unconstitutional by the final and valid judgment or decree of any court of competent jurisdiction, this declaration of unconstitutionality or invalidity shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this article.~~
- ~~(2) *Severability where less speech results.* This subsection shall not be interpreted to limit the effect of subsection (1) above, or any other applicable severability provisions in the code or any adopting ordinance. The city commission specifically intends that severability shall be applied to these sign regulations even if the result would be to allow less speech in the city, whether by subjecting currently exempt signs to permitting or by some other means.~~
- ~~(3) *Severability of provisions pertaining to prohibited signs.* This subsection shall not be interpreted to limit the effect of subsection (1) above, or any other applicable severability provisions in the code or any adopting ordinance. The city commission specifically intends that severability shall be applied to section 505-50 "prohibited signs," so that each of the prohibited sign types listed in that section shall continue to be prohibited irrespective of whether another sign prohibition is declared unconstitutional or invalid.~~
- ~~(4) *Severability of prohibition on off-premises signs.* This subsection shall not be interpreted to limit the effect of subsection (1) above, or any other applicable severability provisions in the code or any adopting ordinance. If any or all of this article or any other provision of the city's code is declared unconstitutional or invalid by the final and valid judgment of any court of competent jurisdiction, the city commission specifically intends that the declaration shall not affect the prohibition on off-premises signs in subsection 505-50 (prohibited signs).~~
- ~~(5) *Severability of subsection 505-30(B) (minimum criteria for all signs in city).* This subsection shall not be interpreted to limit the effect of subsection (1) above, or any other applicable severability provisions in the code or any adopting ordinance. If any or all of this article or any other provision of the city's code is declared unconstitutional or invalid by the final and valid judgment of any court of competent jurisdiction, the city commission specifically intends that that declaration shall not affect the standards of subsection 505-30(B), "minimum criteria for all signs in city", which shall be enforced as the minimum standards for signs in the city.~~

Sec. 505-20. Definitions.

Abandoned sign. A sign located on premises when the business has ceased to exist for a continuous period of ninety (90) days or more.

Abandoned sign structure. A sign structure—including but not limited to supports, uprights, braces, mounting device, hardware or framework of a sign—that is without a sign for a continuous period of ninety (90) days or more.

Address sign. A sign that is used to identify at least the numerical prefix of the street address and the building, bay, suite, or unit number if applicable.

Awning. A detachable overhead sheltering screen with a canvas or similar fabric surface pitching downward from its attachment to the façade, stiffened by a rigid frame that is attached to and supported by the building wall and extends over a window, door, or pedestrian way, designed and intended as a decorative embellishment and/or as protection from the elements.

Awning sign. A sign affixed to an awning.

Banner sign. A temporary sign made of cloth, paper, vinyl, or fabric of any kind with only such material for backing, upon which any characters, letters, color(s), or illustrations are applied, excluding noncommercial flags as defined herein. Examples include, but are not limited to, pennants, feather flags®, bowflags®, feather dancers®, "flutter flags", "wind sails", "teardrop banners" and all variations of these.

Building frontage. See, "frontage, building".

Building sign. Any sign attached to a building or an appurtenance to a building (ex: awning).

Business park. A ~~single master planned~~ development consisting of three (3) or more establishments that share access from perimeter public streets, and which is occupied primarily by office, industrial, wholesale showrooms, or warehouse uses. Also commonly known as office parks, flex-space complexes, and industrial parks.

Cabinet sign. A sign, the face of which is enclosed, bordered or contained within a box-like structure, frame or other device.

Canopy. A detachable overhead sheltering screen made of canvas fabric or similar material, stiffened by a rigid frame that is attached to the building wall and may be supported by the building wall, ground posts or both. A canopy differs from many awnings in that the longest dimension of a canopy is perpendicular to a building, the top surface remains essentially the same height between the building face and the furthest edge of the structure, and is typically used to cover a doorway entrance.

Canopy sign. A sign affixed to a canopy.

Certificate of compliance. A written finding from the community development director that a proposed sign or proposed modification to an existing sign complies with the requirements of this article, and any related development order, including but not limited to, applicable conditions of site plan, site plan modification or variance approval.

Changeable copy. Copy that is designed to be, or otherwise capable of, ~~being manually~~ changed or rearranged without altering the sign face. The term includes digitally changeable copy on a digital sign.

Channel letter. A fabricated metal letter or numeric²¹ digit whose face is customarily a translucent white or colored acrylic, and which has internal illumination within each individual letter to illuminate the face of each individual letter. See also, reverse channel letter.

Commercial ~~advertising/content~~. Any sign wording, logo, image, emblem, character, pictograph, trademark, or symbol used to represent a firm, organization, entity, product, or service or other representation that, directly or indirectly, names, advertises, or calls attention to a business, organization or entity, or to a product, commodity, service, or other commercial or activity. ~~For purposes of this article, terms such as sale, special, clearance, or other words which relate to~~

~~commercial activity shall be deemed to be commercial messages. The identification by name of an apartment or condominium development on a residential sign at the apartment or condominium development site shall not be considered to be a commercial message.~~

Community facility shall mean a building or property used for noncommercial purposes by a governing authority, including the city or Broward County, such as a school, library, civic building, community center, park or similar use.

~~*Construction/development sign.* A temporary sign used to provide information as to the nature of, and the parties involved in, a future development or current construction on the property upon which the sign is located, such as the name and intended use of the project (ex: residential condominium, office, etc.), graphic rendering of the project, names of the project team member companies such as the general contractor, architect, planner or Manager, lending institution, and owner or agent, and the telephone number for the owner or agent.~~

Copy. The message portion of a sign that consists of letters, characters and graphical depictions.

CRA form-based districts. The following mixed-use zoning districts, for the purposes of this article: City Center (CC) District, South Federal Highway Corridor Mixed-Use (SFED-MU) District, East Dania Beach Boulevard Mixed-Use (EDBB-MU) District, Beach Gateway Mixed-Use (GTWY-MU) District, and Neighborhood Mixed-Use (NBHD-MU) District.

Development. An area of contiguous land that the community development director determines functions as an independent entity, and which is generally required to stand on its own for the purpose of compliance with the development standards of this chapter. Examples include, but are not limited to, a shopping center, an outparcel, an apartment complex, a residential subdivision, an office park, and a school campus.

Digital sign. Any sign that is capable of displaying copy words, symbols, figures, or images that can be electronically or mechanically changed by remote or automatic means, ~~excluding any sign or portion of a sign containing only time, temperature or date information, and excluding scoreboards accessory to a public or private institutional athletic field.~~

Directional sign. A noncommercial sign that is related to, and reasonably necessary for, the orderly and safe movement of ~~erected on private property, or within public right-of-way or on public property as specifically provided for a facility licensed with the City, for the purpose of providing (i) directions or instructions for vehicles, and pedestrians or users of multi-modal transportation; (ii) multi-modal transportation facility ownership and operational directions; (iii) orientation maps and related information within or upon a multi-modal transportation facility, or public transit station or shelter; and, (iv) not containing any advertising or commercial copy. Such. Examples signs may include, but are not limited to, signs indicating “parking,” “exit,” “entrance,” “loading only,” and, “maximum clearance.” indicating directions within a development premises, signs providing payment instructions for public parking or multi-modal transportation facility usage, or signs identifying transportation facilities and routes, governmental or civic centers, public health or safety facilities, and districts, corridors and neighborhoods officially designated by the city commission.~~

Directory sign. A sign located on the premises of a multi-occupant building or development that indexes the occupants and facilities, and sometimes by name and building bay or suite number, ~~and may~~ includes a location map.

Entrance feature sign. An identification sign attached to or made part of a freestanding masonry wall or similar entrance feature at a street entrance to a development.

Establishment. A defined and physically separate space containing a single nonresidential occupant within a building. See also, in-line establishment and lobby access establishment.

Façade. The two-dimensional area of an exterior wall face (elevation) of a building that is eligible for signage pursuant to this article, measured along the length of building frontage from grade to the roofline. Building walls that are not of a single continuous plane (i.e. horizontal or vertical undulations that divide the building frontage into segments) are each considered different portions of the same façade.

Flag. Any fabric, plastic, canvas, material or bunting containing distinctive color(s), pattern(s), symbol(s), emblem(s) or insignia(s) containing noncommercial speech, or used as a symbol of a government, political subdivision or other governmental entity, or of any institutional entity or idea.

Freestanding sign. See monument sign.

Frontage, building. Any of the exterior sides of a building that is eligible for building signage pursuant to subsection 505-30(C) of this article. In the context of an establishment's building frontage within a multi-establishment building, the term shall mean the length of any such exterior side of the building that is coincident with an establishment or dwelling unit.

Frontage, lot or street. The distance along which a lot fronts a street. Street frontage is measured along the street line.

Garage (yard) sale sign. ~~A temporary sign used to identify the address, date(s), and times for a garage sale, as duly licensed pursuant to chapter 21 "sales and auctions", article III "garage sales" of the code of ordinances.~~

Gallery roof. A permanent roof overhang extending outward from the face of a building, designed to protect the area underneath from the elements. A gallery roof is not an integral part of a building's roof. A marquee is not a gallery roof for the purpose of this article.

Gallery edge sign. A sign extending above or below the edge of a gallery roof.

Identification sign. A sign used to ~~indicate~~ identify ~~information such as the name and street address of an residential occupant, business establishment, building or development, street address or type of use.~~

Incidental information sign. A sign used to provide secondary and incidental, noncommercial information pertaining to the premises where located, and which is exclusive of any other sign type defined herein. This sign type is not used to provide direction or instruction (see directional sign), and excludes traffic related signs as distinguished from a directional sign and is not used for identification. Examples include but are not limited to "premises protected by...", "premises under video surveillance", "open/closed", and "no soliciting".

In-line establishment. An establishment that has a storefront or main public entrance directly from outside along one of the building frontages, typical of a shopping center. An in-line establishment is differentiated from a lobby-access establishment.

~~*Interior sign.* A sign that is located in the interior of a building or other enclosed structure, and intended or designed for view from within the building, and does not include a window sign.~~

Kiosk sign. A sign affixed to a portable cart, or small stand or booth, located within a plaza, public sidewalk, or other pedestrian area and typically used for retail sale of food and beverages and other merchandise.

Letter height. The vertical dimension of a letter or character.

Lobby-access establishment. An establishment that has its public entrance from a shared, internal lobby or corridor typical of a multiple-story office building or high-rise apartment building.

Logo. A symbol, emblem or design, whether or not it is a registered trademark, that a corporate entity or other organization uses to identify itself, its products or services.

Logotype. The use of a group of words or word that has been designed to create a unique identity or trademark for an organization or corporation.

Mansard roof (or wall). A false roof projecting over the front of a building; a sloping section of an exterior wall above the functional roofline or deck of a building at an angle with the exterior wall from which it extends. It may be covered with roofing material to simulate a roof, but serves as an aesthetic rather than functional purpose.

Marquee. A permanent roof that projects from a building wall over a building entrance, with vertical sides that are designed sufficiently high—typically more than three (3) feet—to accommodate signage.

Marquee sign. A sign attached flush to one or more faces of a marquee.

~~*Menu sign.* A sign placed adjacent to the entrance of a restaurant or drive-thru service lane that lists food and drink items that are available for purchase on the premises.~~

Monument sign. A free-standing sign of monolithic design in which the structure supporting the sign face is concealed from view, or is architecturally and aesthetically integrated into the overall design of the sign.

Multi-modal transportation facility. A permanent facility approved through license by the city, ~~located within the public right of way or upon private or public property~~, and used for the storage of vehicles that are utilized in a city-wide rental and sharing system for such vehicles.

~~*Multi-modal transportation information sign.* A sign specifically provided for as part of a license with the city for a designated multi-modal transportation facility, which is attached to said facility for the purpose of providing information for users of the facility, and information identifying sponsors of the facility or system.~~

Multi-tenant sign. A freestanding identification sign containing, or designed to contain, signage for two (2) or more establishments.

Nit. A unit of illuminative brightness equal to one (1) candle per square meter, measured perpendicular to the rays of the source.

Noncommercial sign. A sign containing no commercial content. Noncommercial speech is always on-premises signage.

Nonconforming sign. A sign that does not conform to the provisions of this article. See section 505-170 of this article for treatment of nonconforming signs.

Occupant. (1) A business, organization, or other entity that owns, leases or otherwise occupies an establishment; and (2) a resident of a dwelling unit.

Off-premises sign (also billboard). A sign structure advertising a commercial establishment, merchandise, service or entertainment which is not sold, produced, manufactured or furnished at the property on which such sign is located, e.g., "billboards" or "outdoor advertising." An off-premises sign is a principal use of the property on which it is located.

On-premises sign. Any sign that is not an off-premises sign.

Pedestrian-oriented open space. An open space of at least twenty-five hundred (2,500) square feet, bound by building facades on at least two (2) sides that have entrances to two (2) or more establishments, which is devoted entirely to pedestrian traffic and activities, and provides shade, focal objects such as public art or fountains, and benches or other areas for sitting. Urban plazas commons, and courtyards with these characteristics are examples of pedestrian-oriented open spaces.

Permanent sign. A sign that is securely attached to a structure or the ground and which is made of durable, weather-resistant materials, intended for long-term use such that it is considered a fixture of the structure or property, ~~and is generally not used to convey price information, phone numbers, business hours, sale information/announcements, brand names carried, credit cards accepted, or identification of goods/services provided.~~

Pole sign. Any sign supported by visible uprights or braces placed upon the ground and not attached to any part of any building. A flag on a flagpole is not a pole sign.

Political sign. A sign identifying and expressing support for or opposition to a particular issue, political party, or candidate for public office.

Portable sign. A sign that is designed to be easily transported to a stationary location at which they will be displayed, and is not secured or attached to the ground or a structure.

Poster frames. A framework constructed of any material and designed to allow the repeated insertion and replacement of poster signs without structural alteration.

Premises. The real property occupied by an establishment or development unless the context specifies otherwise, as applicable, inclusive of buildings, structures and accessory facilities.

Private wayfinding sign. A freestanding sign oriented to motorists or pedestrians within a development, that indicates the direction in which establishments are located within the development where the sign is posted. ~~This sign type is distinguished from a directional sign in that private wayfinding signs are not permitted within the public right-of-way, and may be used to identify indicate the general location of individual commercial establishments.~~

Projecting sign. A sign that is attached to and projects perpendicular from an upper story building wall not specifically designed to support the sign, with the sign faces perpendicular to the facade.

Real estate sales sign. A temporary sign erected by the owner or owner's agent, used to indicate that the real property upon which the sign is located is available for rent, sale or lease; ~~provide contact information of the seller, Real Estate Broker or Realtor, and identify major amenities, zoning, and entitlement information.~~

Residential multi-unit complexes or communities. A group of structures that are either single family or multifamily or a combination of both that share some form of common management by a single entity and typically have one or more of the following: common entryway, common parking, commonly maintained or used, or both, areas such as parking lots, clubhouses, swimming pools, community or mail centers or swale or median areas of rights-of-way; common theme or identity in appearance, or architecture, in the layout of the structures in the complex, or both.

Reverse channel letter. A fabricated metal letter with an opaque face that is individually mounted directly on a wall, with internal lighting that is directed at the wall, creating a halo of illumination on the wall that has the effect of outlining the letter.

Roof sign. Any sign erected over or on the roof, extending above the roof line, which is dependent upon the roof, parapets or upper walls of any building for support.

Roof sign, integral. Any sign erected or constructed as an integral or essentially integral part of a normal roof structure of any sloping design, such that no part of the sign extends vertically above the roofline and such that no part of the sign is separated from the rest of the roof by a space of more than six (6) inches. For purposes of this article, an integral roof sign shall be considered a wall sign.

Roofline. The top of the parapet of a building with a flat roof, the eaves of a gable or hip roof, and the top of a mansard roof.

Sandwich (A-frame) sign. A portable, double-faced sign.

Service entrance. A rear or side entrance designed for use by employees, for deliveries and for customer pickup of purchased merchandise only.

Shopfront. A building frontage typical of retail uses, characterized by large display windows and a public entrance located at grade.

Shopping center. A group of three (3) or more business establishments on a single lot under unified control, sharing a common identity, parking facilities and access to perimeter public streets, and designed or used for retail, service, dining, or entertainment use.

Sign. Any device or representation, permanent or temporary, that is used for the purpose of bringing the subject thereof to the attention of others, that is visible from a public right-of-way, public park or other public gathering place, waterbody, or adjacent property under separate ownership or control.

Sign area. The sum of all areas within the periphery of a regular geometric form or combination of such forms, which encloses the extreme outer limits of all of the display area of the sign, including written copy, logos, or symbols, and background. If a sign is composed of one

(1) or more sign cabinets or modules, the area enclosing the entire perimeter of all cabinets, modules or both within a single, continuous geometric figure shall be the area of the sign. The perimeter of measurable area shall not include embellishments such as, but not limited to, poles, pole covers, framing, decorative roofing, or support structures, providing that there is no copy on such embellishments. For purposes of measuring the size of a sign, this method of calculation shall be applied to only one (1) face (or side) of a sign. Where the sign faces of monument or projecting signs are parallel, or are V-shaped and have an interior angle of less than sixty (60) degrees, the area of such signs shall equal the area of the larger of the two (2) sign faces or, if equal, only one (1) sign face shall be counted.

Signable area, surface. The area of a building wall plane that is unencumbered by architectural features (windows, sills, banding, cornice, etc.) and which was designed or designated to accommodate signage.

Sign background. The portion of a sign that does not contain copy, but is set apart visually or structurally from the surface or structure upon which the sign is affixed, by means of surface material, color, texture, a border or frame, or alignment in the horizontal plane (i.e. it projects or is recessed from the surface or structure upon which it is affixed).

Sign face. The part of a sign that is or can be used for communication purposes, including all copy and sign background.

Sign height. The vertical distance measured from the surface grade beneath the sign to the highest point of the sign.

Sign width. The horizontal dimension of the sign face.

Snipe sign. A sign which is tacked, nailed, posted, pasted, glued or otherwise attached to trees, poles, walls, trash receptacles, fences, or to other objects. ~~Legal notices required by law are exempted.~~

~~*Special event sign.* A temporary attached, freestanding, or banner sign used for a special event. Festivals, grand openings, chamber of commerce events, art shows, decennial business anniversary celebrations, and concerts are examples of special events.~~

Street, local nonresidential. A street that provides access to commercial, industrial, institutional, and other nonresidential uses, and is not classified as an arterial or collector street.

Street frontage. See, frontage, street.

Temporary sign. Any sign allowed to be displayed only for a limited period of time.

~~*Umbrella sign.* A portable sign printed or applied to an umbrella within a permitted outdoor dining area, which is used to identify the name of the restaurant or beverage establishment and does not contain any advertising.~~

Under-canopy identification sign. A small identification sign placed above a pedestrian way that either projects from a ground story building façade or is suspended from an overhanging ground-story overhang at a ninety--degree angle from the building façade.

Upper story. Any level of a building above the ground story level.

Vehicle sign. Any sign attached to or placed on a vehicle, including automobiles, trucks, boats, campers, and trailers, that is parked on or otherwise utilizing a public right-of-way, public property or on private property so as to be intended to be viewed from a vehicular right-of-way for the purpose of providing advertisement of products or services or directing people to a business or activity. This definition is not to be construed to include those signs that identify a firm or its principal products on a vehicle, nor shall it include signs affixed to vehicles identifying the make and model of the vehicle. This definition also does not include such advertising devices as may be attached to and within the normal unaltered lines of a vehicle, or on top of and extending not more than eighteen (18) inches above the roof of a vehicle when such vehicle is that of a publicly owned and operated transit carrier, or other transit carrier holding a business tax receipt, or a vehicle that is offered for temporary rental through a citywide rental and sharing program, when and during that period of time such vehicle is regularly and customarily used to traverse the public highways during the normal course of business.

Wall sign. A sign attached parallel to and extending not more than twelve (12) inches from the wall of a building or the face of a gallery roof to which it is attached, with no copy on the sides or edges. This definition includes individual letter and cabinet signs and signs on a mansard. Any window sign that exceeds eight (8) feet above the Finished Floor Elevation ("FFE") of the ground story in whole or in part, shall be considered a wall sign.

Walking sign. A person that is holding, wearing or otherwise supporting a sign, lights, costume or similar attention-getting device to draw attention to a business, development, place, or event. Each such person shall be deemed a single walking sign.

Wind sign. A sign that is not a flag, consisting of one (1) or more pennants, ribbons, spinners, streamers or captive balloons, or other objects or material fastened in such a manner as to move upon being subjected to pressure by wind.

Window. A portion of an exterior building façade consisting of a glass panel not interrupted by panes or dividers, including a glass door or portion thereof.

Window sign. A sign affixed to the surface of a window or other translucent opening, or within ten (10) feet behind such an opening. If any portion of such a sign exceeds eight (8) feet above the finished floor elevation (FFE) of the ground story, the entire sign shall be considered a wall sign. Merchandise displays ~~greater than three feet (3) feet from the opening~~ are not window signs.

Sec. 505-30. General signage regulations.

- (A) *Signs accessory to permitted uses.* All permanent signs are authorized only on the premises of a principal permitted or nonconforming use unless otherwise specified in this article. Address signs required. All property owners shall display the correct street number of all principal buildings on the lot on a manner visible from the street and any alley as provided in subsection 505 40(A).
- (B) *Architectural compatibility.* Signs shall be compatible with the architecture of the building upon which placed, including but not limited to scale, proportions, materials, and color.
- (C) *Building frontages eligible for building signage.*

- (1) The following building frontages are eligible for building signs on nonresidential buildings and mixed-use buildings.
 - (a) Containing a shopfront or equivalent public entrance to the establishment.
 - (b) Fronting a street.
 - (c) Fronting a driveway or drive aisle within a parking lot.
 - (d) Fronting a parking lot or parking structure, provided the frontage does not constitute a service entrance to the establishment that in practice will only be used by employees. Frontages that function only as a service entrance and not a public entrance are subject to a separate allowance for service entrance signage.
 - (e) Fronting a plaza, courtyard or other pedestrian-oriented open space.
- (2) In order to qualify for signage, the architectural treatment of any frontage that does not contain a public entrance or shopfront must be of the same quality and detail that is used on the façade containing the public entrance or shopfront.
- (D) *Certificate of compliance required.* A certificate of compliance is required prior to the installation or modification of a sign, unless specifically exempted in section 505-140 (signs exempt from compliance review).
- (E) *Co-located businesses.* For retail storefronts that share interior connecting openings, required bathrooms or other common facilities, the following criteria shall be met before separate, individual identification signs may be permitted for each:
 - (1) Each of the interconnected businesses shall have a separate occupational license.
 - (2) Each of the interconnected businesses shall have direct public access from the street with its own, separate, main entrance.
 - (3) Each of the interconnected businesses shall have a minimum storefront width of twenty (20) linear feet.
 - (4) The maximum width of the interconnecting opening between businesses shall not exceed twelve (12) feet.
 - (5) The aggregate sign area for all the storefronts that interconnect with each other shall not exceed the maximum sign area permitted-allowed for a single establishment, using the combined frontage of the collocated storefronts.
- (F) *Colors.* No more than three (3) colors, including white, shall be used in the design of a permanent sign, except as necessary for a registered trademark logo, ~~and as may be authorized as part of a sign design incentive after city review pursuant to section 505-210 (community redevelopment area design incentives).~~ The color of a building facade is not counted against the number of permitted-allowed colors. Bright day-glo fluorescent colors are prohibited. Temporary signs are not limited in the number of colors used.
- (G) *General maintenance and compliance with code.*
 - (1) All signs erected within the city shall comply with the building code. Signs illuminated by neon tubing must be constructed entirely of noncombustible material.

- (2) All signs must be kept in good condition and neat appearance. Every sign, together with its framework, braces, angles or other supports, shall be maintained in a safe condition properly secured, supported and braced and able to withstand wind pressure as required by the building code.
- (3) Upon inspection by the community development department, the owner of any sign found to be in defective condition, or to be in violation of the code, shall repair or remove or otherwise bring the sign into compliance with the code within thirty (30) days from the date of notice of such defect or noncompliance. If the inspector determines that the maintenance or use of such sign will adversely affect the public safety, that the sign is located within the public right-of-way, or that the sign will cause an imminent danger to the public safety and contact cannot be made with a sign owner, the inspector may require or cause the immediate removal of the sign at the owner's expense, or prohibit the use of the sign until such defects shall have been remedied.

(H) *Illumination.*

- (1) All lights and lighting from a sign shall be designed and arranged so as not to cause direct glare onto another property, or into the eyes of passing motorists or pedestrians.
 - (2) Signs may only be illuminated internally by lights placed inside individual channel letters with a translucent face, by "halo" lights placed behind individual reverse pan-channel letters, or externally by lights that are directed to shine directly on the sign.
 - (3) All permanent ~~permitted~~ allowed signs may be illuminated by internal or external means in accordance with this article, unless otherwise provided in this article for a particular zoning district or sign type. Temporary signs shall not be illuminated ~~except as unless~~ otherwise provided for ~~special event signs~~ in section 505-160.
- (I) *Letter height.* The portion of any letter that is characterized by a fancy flourish or stroke replacing the serif or terminal end of a letter, and extending above or below the base lines of text (i.e. above or below the extent of ascending and descending letters), is not subject to the maximum permissible letter height standards of this article.
- (J) *Materials.* All permanent signs shall be constructed of durable materials consistent with or exceeding sign industry standards, and permanently affixed to the supporting structure.
- (K) *Minimum criteria for all signs in the city.* In addition to all ~~of the~~ other requirements of this Article, all signs shall also meet the following dimensional requirements.
- (1) *Residential and residential office zoning districts.* No sign may be erected in a residential district that exceeds the following dimensions and area:
 - (a) Maximum sign height: Ten (10) feet.
 - (b) Maximum sign area: One-hundred (100) square feet.
 - (2) *Nonresidential zoning districts.* No sign may be erected in a nonresidential district that exceeds the following limitations:
 - (a) *Maximum freestanding sign height:* Twenty (20) feet, unless located within one thousand (1,000) feet of I-95 or I-595, in which case sign height is regulated by

section 505-130 (special signage regulations for certain locations and uses) and section 315-50, "Hotel overlay district.

(b) *Maximum sign area, all signs:* Three-hundred (300) square feet.

(3) *CRA form-based zoning districts.*

(a) No freestanding sign may be erected in a CRA mixed-use zoning district that exceeds twelve (12) feet in height or one hundred fifty (100-150) square feet in area.

(b) No building wall sign may exceed three hundred (300) square feet in area.

(L) *Permanent vs. temporary sign provisions.* All signage ~~permitted~~ allowed in this article shall be deemed permanent signage unless otherwise specified.

(M) *Signable area.* Signs shall be placed within the signable area of a façade only, and shall not obstruct architectural features such as arches, transom details, decorative brickwork, banding, and character lines.

(N) *Transferability.* Sign area allowances are not transferable between any two (2) building frontages or any two (2) lot frontages unless otherwise provided.

Sec. 505-40. Detailed sign standards.

~~(A) *Address signs (mandatory).* As a condition for receiving a certificate of occupancy, business tax receipt and certificate of use, all property owners shall permanently and prominently display the correct street address at all times in accordance with this subsection and the National Fire Protection Agency standards, so as to be easily recognized from streets, alleys and vehicular access ways that provide access to the building.~~

~~(1) *Dwellings and dwelling units.* All dwellings and dwelling units shall display the street address as follows:~~

~~(a) All multiple family buildings with individual street addresses, or building numbers under a common site address, shall display the building address on the building or adjacent to the building pursuant to subparagraph (d).~~

~~(b) All multiple family developments with ground identification signage shall include the street address or range of street addresses, as applicable, on at least one (1) ground identification sign per street frontage.~~

~~(c) Single family and duplex dwelling units shall display the street address on the front of each dwelling unit, on a mailbox located directly in front of the dwelling, or as provided in subparagraph (d).~~

~~(d) Each multiple family building and single family dwelling with at least fifty (50) feet of lot width may display the street address on a freestanding (ground) sign within the front or corner side yard (as applicable), within a landscape feature, not to exceed two (2) square feet in area.~~

~~(e) All dwelling unit address signs shall have a minimum of four (4) inch and a maximum of six (6) inch letter height, with a minimum stroke width of one-half (½) inch. Address numbers shall be Arabic numbers or alphabetical letters.~~

- ~~(f) The color of street address numbers shall be of opposing contrast to its background wall color.~~
- ~~(2) Nonresidential establishments. Nonresidential buildings and establishments shall display the street address as follows:~~
 - ~~(a) Adjacent to the primary entrance(s) of each building and establishment.~~
 - ~~(b) Adjacent to rear service entrances of buildings with multiple in-line occupants.~~
 - ~~(c) All address signs shall have a minimum six (6) inch and maximum ten (10) inch letter height with a minimum stroke width of one-half (1/2) inch. Address numbers shall be Arabic numbers or alphabetical letters.~~
 - ~~(d) All developments with ground identification signage shall include the street address or range of street addresses, as applicable, on at least one (1) ground identification sign per street frontage.~~
 - ~~(e) The color of street address numbers shall be of opposing contrast to its background wall color.~~

(AB) *Awning and canopy signs.*

- (1) Signage is ~~permitted~~ allowed only on the surfaces that are parallel to the building wall from which the awning or canopy projects. On awnings, this is the hanging drape, ~~or~~ (valance) and. ~~Signage on the inclined surface of an awning or sides of a canopy is permitted only within the community redevelopment area as an incentive for designing signage consistent with section 505-210.~~
- (2) Signage shall be professionally applied. Prefabricated signage shall not be attached to an awning or canopy.
- (3) Only external illumination is ~~permitted~~ allowed.
- (4) The sign shall be centered on the surface where affixed.
- (5) Awning signs and canopy signs, together with gallery edge signs (see subsection (G)) are subject to the sign area allowance for wall signs, such that the combined area of all wall, awning, canopy and gallery edge signs on a building frontage shall not exceed the wall sign area allowance for a building frontage. One (1) line of copy is permitted.
- (6) The combined number of all wall, awning, canopy and gallery edge signs on a building frontage shall not exceed the number of wall signs allowed for the building frontage in subsection 505-40(O)(10). Whenever awning and canopy signs are permitted in lieu of wall signs, the sign area of such signs shall not exceed the wall sign allowance for the applicable building frontage.

(B) *Changeable copy.*

- (1) Changeable copy shall consist only of text.
- (2) Changeable copy is prohibited except as specifically authorized in section 505-130 (special signage regulations for certain locations and uses).

(C ~~D~~) *Directional signs.*

- ~~(1) The city commission may authorize erection of directional signs within city rights-of-way that facilitate public way finding to, and within, government or civic centers, public health or safety facilities, districts or corridors officially designated by the city commission, public parking facilities, and multi-modal transportation facilities. The specifications and design of each such sign shall be approved by the city commission.~~
- (2) Directional signs ~~other than those approved pursuant to paragraph (1)~~ are subject to the following standards, unless otherwise provided in sections 505-60 through 505-130 of this article:
 - (a) May be freestanding or affixed to a structure.
 - (b) A minimum setback of five (5) feet is required from any street line.
 - (c) Maximum ~~permitted~~ allowed size is three (3) square feet.
 - (d) Maximum ~~permitted~~ allowed height of freestanding signs is five (5) feet.
- (3) Color and design shall be coordinated with the color of principal building(s) and color and design of identification signs in the development.

(DE) *Directory signs.* Directory signs are subject to the following limitations:

- (1) Placement shall be adjacent to parking and pedestrian areas and building entrances, as applicable, within the development.
- (2) Freestanding directory signs shall be set back at least forty (40) feet from any street line, and shall not be oriented to the street.
- (3) Letter height shall not exceed one (1) inch for occupant listings.

(EF) *Entrance feature identification sign.* Entrance feature signs are subject to the following regulations.

- (1) An entrance feature identification sign shall consist of up to two (2) single-face signs that flank a street or driveway entrance into a development, provided that both signs are identical, and function as a coordinated pair.
- (2) They shall be set back at least five (5) feet from all street lines.
- (3) The maximum sign area allowance may be used toward each such sign face, such that only one (1) sign face per entrance counts for area calculation.
- (4) Allowable size and area is ~~Signs on the corner and through lots are~~ subject to subsection 505-40(K)(8).

(FG) *Gallery edge identification signs* are ~~permitted-allowed in lieu of wall signs~~ on the ground floor of a building, subject to the following requirements.

- (1) When located underneath a gallery roof, the sign may be supported by the roof itself, or may extend between the face of two (2) columns directly underneath the edge of the roof, and must maintain a minimum clearance of seven and one-half (7.5) feet above the sidewalk grade below it.

- (2) When located completely above the gallery roof, letters and numeric digits must be constructed of individual channel letters attached to the gallery roof surface.
- (3) No part of the sign support or wiring shall be visible from any point at sidewalk or street grade.
- (4) The sign shall be centered on the gallery roof frontage dimension or centered over a principal entrance.
- (5) The sign shall not consist of exceed a single line of text.
- (6) Gallery edge signs, together with awning signs and canopy signs, are subject to the sign area allowance for wall signs, such that the combined area of all gallery edge, wall, awning, and canopy signs on a building frontage shall not exceed the wall sign area allowance for a building frontage.
- (6) The combined number of all gallery edge, wall, awning, and canopy signs on a building frontage shall not exceed the number of wall signs allowed for the building frontage in subsection 505-40(O)(10).

(GH) Incidental information sign.

- (1) May be a window sign, building wall sign, or freestanding sign unless otherwise provided in this article.
- (2) Shall not be illuminated when affixed to a dwelling unit and within residential zoning districts.

(H) *Marquee signs.* Marquee signs are ~~permitted~~ allowed only for places of public assembly within the CRA form-based zoning districts as a sign design incentive, subject to subsection 505-130(D)505-210.

(I) ~~Menu signs (dDrive-through service).~~ Any establishment with a drive-through lane and service window ~~Restaurants with a drive-through window~~ may display one (1) or more ~~menu signs~~ oriented to each drive-thru window stacking lane, ~~A menu sign shall meeting~~ the following requirements:

- (1) Shall not be ~~readable~~ visible from ~~by traffic and adjacent any~~ streets.
- (2) Screening and setbacks shall be sufficient to ensure that speaker noise is not audible—and the sign is not visible—from an adjacent residentially zoned property.
- (3) ~~A menu sign shall be single-faced only unless a single menu sign services two (2) parallel drive-thru service lanes.~~

(J) *Monument signs.*

- (1) Monument signs shall not exceed a variation in width greater than fifteen (15) percent between the base of the sign and the top of the sign face. The community development director may waive this requirement ~~for thematic or architectural signs~~ where the director deems it necessary in order to achieve superior design that is creative and sculptural is ~~consistent with the intent and standard section 505-210.~~

- (2) The allowable sign height may be exceeded by up to one (1) foot for decorative embellishments that are exclusive of the sign face.
- (3) Internally illuminated cabinet signs must be constructed of an opaque sign face with translucent cut-outs for sign copy, such that only the sign copy itself is illuminated, and the background is not illuminated.
- (4) The following requirements apply to nonresidential multi-tenant signs:
 - (a) Sign panels shall be uniform and consistent in design, color and style, with the understanding that anchor establishments may require a larger sign.
 - ~~(b) Up to six (6) establishments may be identified on each sign.~~
 - ~~(be)~~ To the extent that all establishments cannot be included on multi-tenant signs along each street frontage, the development name shall be displayed at the top of the sign with a minimum letter height of ten (10) inches.
 - ~~(cd)~~ Minimum ~~and maximum~~ letter heights for each establishment's sign panel are four (4) inches and ~~eight twelve~~ (812) inches, respectively.
 - ~~(de)~~ The vertical spacing between panels shall equal at least twenty-five (25) percent of the height of the tallest adjacent letter, character, graphic, or logo.
- (5) The minimum setback from any street line is five (5) feet.
- (6) The minimum setback from an interior property line is twenty (20) percent of the length of the street frontage of the lot upon which the sign is erected, or fifty (50) feet, whichever is less.
- (7) Notwithstanding the minimum setback requirements, monument signs shall not be located within the clear sight distance triangle, requirements of article 225 (intersection visibility standards), nor inconsistent with paragraph (7), below.
- (8) For monument signs authorized in sections 505-90 through 505-130, the following shall apply unless otherwise provided:
 - (a) The maximum allowable area and height authorized within these sections shall apply to each highway, arterial and collector street frontage measuring at least two hundred (200) feet in length.
 - (b) Signs on street frontages of less than two hundred (200) feet in length are limited to one-half (1/2) the permissible area.
 - (c) Signs on street frontages of less than one hundred (100) feet, and signs on streets other than highways, arterials or collectors, are limited to one-third (1/3) the permissible sign area and six (6) feet in height.
 - (d) The ~~permitted~~ allowable monument sign area for each street frontage may be allocated among two or more signs, provided that there is a distance of at least one hundred (100) between monument signs in addition to other monument sign placement regulations.

~~The number and size of monument signs permitted within this article shall apply to the primary street frontage only. On corner and through lots with at least one hundred (100) feet of frontage on both rights of way, monument signage is permitted on each frontage, provided that the sign proposed to be placed along the right of way frontage which is of the lower functional classification shall be reduced by the percentages set out below. The sign area for all monument signs allowed on the secondary street frontage where more than one (1) is desired shall be based on the future functional classification of the roadway as shown in the comprehensive plan, and as outlined below:~~

~~If one (1) right of way is a non-classified or local access street, then signage allowed along such a right of way shall be reduced to twenty five (25) percent of the signage allowed pursuant to the provisions of this article, and sign height shall not exceed six (6) feet.~~

- (9) All spacing requirements shall be measured around corners at the street line.
- (10) Placement of a monument sign within seventy-five (75) feet of an intersection of two (2) streets shall preclude the erection of a second sign along either of the corner street frontages. The allowable sign area and height shall be based on the street frontage with the highest functional classification.

~~(L) *Plaques.* Wall plaques shall not exceed two and one quarter (2.25) square feet in area and shall not project more than three (3) inches from the wall. Wall plaques may include the business name and logo and shall contain the date that the use was established.~~

(KM) Reserved.

(LN) *Under-canopy signs.*

- (1) One (1) sign is ~~permitted~~ allowed per establishment frontage with a public entrance.
- (2) The bottom of the sign shall be located between seven and one-half (7.5) and twelve (12) feet above the grade below the sign.
- (3) Signs shall be located above or adjacent to the establishment's public entrance.
- (4) At least fifteen (15) feet of separation is required between any two under-canopy signs. The community development director may waive this requirement upon determining that adjacent entrances are separated by less than fifteen (15) feet, and compliance with this provision is not feasible.
- (5) Hanging under-canopy signs must be centered on the width of the overhead surface that supports them above the pedestrian walkway. Under-canopy signs attached to a building wall shall not extend more than four and one-half (4.5) feet from the building wall.
- (6) The city may permit under-canopy signs over the sidewalk within a public right-of-way, provided that a minimum distance of three (3) feet is maintained from any curb line.

(MO) *Wall identification signs.*

- (1) Wall identification signs shall be centered within the signable surface upon which placed, provided that for corner establishments, signs may be corner-justified if signs are placed on both corner frontages an equal distance from the building corner.

- (2) Except for integral roof signs, the top of any building sign shall be at least twelve (12) inches below any eave, and at least twenty-four (24) inches from the roofline or top of parapet, whichever is higher. No part of a building sign shall be closer than six (6) inches to an architectural facade feature.
- (3) Signage is not ~~permitted~~allowed within one (1) foot of a building corner, nor within one (1) foot of the demising wall of an establishment.
- (4) Electrical raceways and conduits shall be concealed from view. Raceways shall be placed inside the building wall, or shall be painted the color of the sign background.
- (5) Cabinet signs are prohibited, except where constructed of an opaque sign face with translucent cut-outs for sign copy, such that only the sign copy itself is illuminated and the background is not illuminated.
- (6) Wall signs on multi-story buildings shall be placed at least twelve (12) inches below any part of a second story window frame (including sill, if applicable), or as provided in paragraphs (7) through (11) below.
- (7) Wall signs for businesses fronting a second story catwalk with individual outside entrances from the catwalk may have signs on the second story, ~~only if qualifying for a sign incentive pursuant to section 505-210, and such signs shall be,~~ limited to seventy-five (75) percent of the maximum ~~permitted~~area and letter height ~~permitted~~allowed for ground story wall signs.
- (8) An in-line retail business that occupies multiple stories may place the ~~permitted~~allowed wall signage at the highest of up of to three (3) stories occupied by the establishment, subject to the following requirements:
 - (a) The establishment must occupy space on the ground story, which must be contiguous with all of the upper story space.
 - (b) The upper stories must occupy the same or smaller floor plate dimension as the ground story.
 - (c) All stories of the store must be connected by an escalator and elevator internal to the store itself, and not within a common area of the building.
 - (d) The façade must have a cohesive treatment that identifies all of the stories as being a part of the same occupant establishment.
- (9) Office buildings and hotels may have wall signage on an upper story as provided in section 505-130 (special signage regulations for certain locations and uses). All other buildings which have upper level commercial or retail uses shall submit a sign program in which all signs can be accommodated at the ground floor entrance.
- (10) Whenever the number of permissible wall signs on a single building frontage is not prescribed, it shall be based upon the length of the building frontage, as follows:

<u>Frontage length</u>	<u>Number of permissible signs*</u>
<u>Less than 50 feet</u>	<u>Two (2) signs</u>

50 to 99.9 feet	Three (3) signs
100 feet to 200 feet	Four (4) signs
Greater than 200 feet	Five (5) signs

*Each awning, canopy and gallery edge sign may be substituted for a permissible wall sign. The total number wall, awning, canopy, and gallery edge signs on a building frontage shall not exceed the number of signs permitted allowed in the table above.

(11) Wall signs may be painted if the paint is applied directly to a portion of a building façade with a flat, smooth surface.

(NP) *Window signs.*

- (1) Window signs are ~~permitted~~allowed only on the ground story of nonresidential establishments.
- (2) Permanent window signs shall be comprised of individual letters, logos and graphics professionally applied to the window.
- (3) Pre-fabricated signs shall not be affixed to the outside surface of a window.
- (4) ~~The following signs, in combination, shall not comprise more than fifty (50) percent of the permitted window signage for a building frontage:~~
 - ~~(a) Signs of non-permanent construction and installation shall not comprise more than one-half (1/2) the permissible window sign area for a building frontage, except as may be authorized in section 505-160 on a specified temporary basis.~~
 - ~~(b) A restaurant menu.~~
 - ~~(c) Phone numbers.~~
 - ~~(d) Business hours.~~
- ~~(5) Credit cards accepted.~~
- (56) Illuminated window signs are subject to the following restrictions:
 - (a) Illuminated signs are allowed only within shopfront windows adjacent to a public entrance of retail, dining and entertainment uses.
 - (b) Two (2) illuminated window signs are ~~permitted~~allowed for each establishment building frontage that has a public entrance.
 - (c) The total area of illuminated signs shall not exceed three (3) square feet per frontage for the establishment and must be located within the bottom half of the window.
 - (d) Illuminated signs and all prefabricated signs must be affixed to or behind the inside surface of the window.

Sec. 505-50. Prohibited signs.

Any sign not specifically permitted, exempted, or authorized by this article is prohibited. It shall be unlawful to erect, cause to be erected, maintain or cause to be maintained any sign described as follows:

- (A) Any sign which constitutes a traffic hazard or is a detriment to traffic safety by reason of its size, location, movement, content, coloring, or method of illumination. This shall include signs that are of such intensity or brilliance as to cause glare or impair the vision of any motorist, cyclist, or pedestrian using or entering a public way.
- (B) Any sign that obstructs the vision between pedestrians and vehicles using the public rights-of-way, including but not restricted to, those not meeting visibility requirements of this Code. ~~Specifically prohibited are signs using lights or illuminations that flash, move, rotate, scintillate, blink, flicker, or vary in intensity or color, are intermittent, create display video, scrolling, or sequencing or any other type of movement, or message or sign face change, except for any portion of a sign containing time temperature date information.~~
- (C) Words and symbols associated with traffic control so as to interfere with, mislead or confuse traffic, such as, but not limited to, "stop," "look," "caution," "danger," or "slow." Signs that resemble any official sign or marker erected by any governmental agency, which sign by reason of its position, shape or color, would conflict with the proper functioning of any traffic sign or signal, or are of a size, a location, have movement or have color or illumination that may be reasonably confused with or construed as, or conceal, a traffic-control device.
- (D) Signs, within ten (10) feet of public right-of-way or one hundred (100) feet of traffic control lights, which contain yellow, red or green lights that might be confused with traffic control lights.
- (E) Signs that contain any lighting or control mechanism that cause unreasonable interference with radio, television or other communication signals.
- (F) Bare bulbs in excess of eleven (11) watts.
- (G) Signs that are of such intensity or brilliance as to cause glare or nuisance to occupants of any property.
- (H) Snipe signs.
- (I) Signs placed on any public or private property in such a manner that the same may be blown, carried by water or otherwise scattered by the elements, or so as to constitute litter.
- (J) Vehicle signs as defined by this article.
- (K) Signs that are in violation of the building code or electrical code adopted by the city.
- (L) Signs with visible moving, revolving, or rotating parts or visible mechanical movement of any description, or other apparent visible movement achieved by electrical, electronic, or mechanical means, except for traditional barber poles. Including but not limited to signs using lights or illuminations that flash, move, rotate, scintillate, blink, flicker, or vary in intensity or color, are intermittent, create display video, scrolling, or sequencing or any other type of movement, or message or sign face change. This shall not be construed to prohibit a changeable-copy sign.

- (M) Signs with the optical illusion of movement or change by means of a design that presents a pattern capable of giving the illusion of motion, including signs with features that are capable of movement or presentation of a change of message by such means, whether or not actual movement is present. However, this shall not be construed to prohibit a changeable-copy sign ~~that is changeable by manual removal or replacement of the sign or its content.~~
- (N) Wind signs.
- (O) Signs that incorporate projected images, emit any sound that is intended to attract attention, or involve the use of live animals.
- (P) Signs that emit audible sound, odor, or visible matter such as smoke or steam.
- (Q) Signs or sign structures that interfere in any way with free use of any fire escape, emergency exit, or standpipe; made of combustible materials that are attached to or in proximity to fire escapes or firefighting equipment; or that obstruct any window to such an extent that light or ventilation is reduced to a point below that required by any provision of any city-adopted life safety or building code, or other ordinance of the city.
- (R) Signs that are painted, pasted, or printed on any curbstone, flagstone, pavement, or any portion of any sidewalk or street, ~~or on any permanent building or permanent structure, excluding murals on building walls, and high-quality hand painted signs with dimensions as described in Section 505-90(V)(8).~~
- (S) Off-premises signs ~~(billboards), except that this prohibition shall not apply to off-premises signs which are legal, presently in existence, used for outdoor advertising, and located along any portion of the "interstate highway system" or the "federal aid primary highway system" as defined and regulated in F.S. ch. 479. Signs erected along any portion of the interstate or federal-aid primary highway systems within the meaning of F.S. §§ 479.01(5), (7), (9), (12) and (14), 479.15(2), and 479.24(1), shall be subject to removal, as provided pursuant to F.S. ch. 479, as these sections may be amended from time to time.~~
- (T) Roof signs.
- (U) Signs ~~erected-placed on public right-of-way and other public property, or upon private property (such as private utility poles) located on public property, other than signs erected by public authority for public purposes and signs authorized in writing pursuant to F.S. section 337.407.~~
- (V) Signs, ~~located in any street, park, or other public way or place within the city, other than those required to be posted to ensure traffic safety or otherwise pursuant to the requirements of law.~~
- (W) Signs placed ~~on any public or private property~~ in such a manner that they ~~same~~ may be blown, carried by water or otherwise scattered by the elements, or so as to constitute litter ("snipe signs").
- (X) Permanent signs having fluorescent colors.

- (Y) Signs erected within any navigable waterway within the city, located beyond any established bulkhead line, ~~and oriented so as to be visible from public place.~~
- (Z) ~~Bus bench and bus shelter signs, and other signs on transportation facilities, unless specifically provided for through the license with the city for the facility at designated transit stops and multi-modal transportation facilities. In no event are such signs allowed in residentially zoned areas. All other signs that are not specifically permitted~~allowed or exempted by this article or fail to conform to the number, size, location and other requirements of this Article; ~~however, any authorized or permitted sign under this article is allowed to contain non-commercial speech in lieu of commercial speech.~~
- (AA) All pole signs and projecting pole signs that are not specifically authorized for shopping centers, hotels, office complexes and industrial complexes within one thousand (1,000) feet of I-95 or I-595 in accordance with section 505-130 and the Hotel Overlay District regulations of section 315-50.
- (BB) ~~Any type of digital sign that is not specifically authorized for shopping centers, hotels, office complexes and industrial complexes within one thousand (1,000) feet of I-95 or I-595 in accordance with section 505-130 and the Hotel Overlay District regulations of section 315-50.~~
- (BBCC) Walking signs.

Sec. 505-60. Signage regulations for residential zoning districts~~single family and two family dwellings.~~

- (A) *Applicability.* This section regulates the erection, and display and maintenance of all signs displayed on lots occupied by single family and two family dwellings, and within common areas of single family and two family within the residential zoning districts and residential portions of planned unit developments, ~~including entrances to same. Signs on undeveloped lots are limited to temporary signs shall be displayed at residences only as follows:~~
- (B) *Signs allowed on at residences a lot occupied by a principal building.*
 - (1) ~~Address sign.~~ One (1) address sign is required for each dwelling unit, subject to subsection 505-40(A).
 - (2) ~~Resident name sign.~~ The owner or the occupant of each dwelling unit may erect and maintain one (1) sign identifying the last name of the occupant, not to exceed one (1) square foot in area. The sign may be placed upon the building wall no higher than ten (10) feet above adjacent grade, or may be combined with a freestanding address sign in a street fronting yard pursuant to subsection 505-40(A).
 - (13) ~~Incidental Information~~ *Noncommercial signs.* Up to Three ~~three~~ (3) noncommercial incidental information signs are ~~permitted~~allowed for each dwelling subject to subsection 505-40(H), not to exceed one and one half (1.5) square feet each, nor a combined area of four (34) square feet. The sign(s) may be placed within a ground floor

window, on a fence, or may be If freestanding. ~~No, the sign shall not exceed four (43)~~
feet in height nor be illuminated.

~~(24)~~ *Flags*, subject to section 505-150.

~~(35)~~ *Temporary signs*, subject to section 505-160.

~~(C)~~ *Directory signs.* One (1) directory sign is ~~permitted~~allowed for each public entrance to a multiple-story, lobby access building, subject to subsection 505-40(E).

~~(DE)~~ *Additional signs allowed Common-area signs for residential developments- and nonresidential principal uses.* The following additional signs are allowed within a residential development and lots occupied by a principal nonresidential use.

(1) *Monument or entrance feature identification signs.*

~~(a)~~ Residential multi-unit complexes or communities with at least five (5) dwelling units are ~~permitted one (1) monument sign or entrance feature sign with a maximum height of six (6) feet, a maximum sign area of twenty-four (24) square feet, and a maximum letter height of fifteen (15) inches.~~

~~(ab)~~ Residential developments with at least fifteen (15) dwelling units are ~~permitted one~~ One (1) monument sign with two (2) sign faces, or an entrance feature sign consisting of two (2) single-face signs per street entrance into the complex or community, not to exceed a height of eight (8) feet, a maximum sign area of thirty-six (36) square feet, and a maximum letter height of twenty-four (24) inches.

(2) ~~Address signs, subject to subsection 505-40(A)-~~ *Building identification signs.* In lieu of a monument or entry feature sign, nonresidential buildings, and multiple-family dwellings containing at least eight (8) dwelling units, are allowed one (1) wall, awning, or canopy identification sign with a maximum area of ten (10) square feet, subject to the regulations in section 505-40: wall, awning, or canopy. Buildings with six (6) or more stories are permitted double the sign allowance and may utilize a gallery edge sign.

(3) *Directional signs*, subject to subsection 505-40(D), not to exceed three (3) square feet per sign. Shall not exceed five (5) feet in height if freestanding.

(4) *Incidental information signs*, subject to subsection 505-40(H), not to exceed three (3) square feet in area per sign. If freestanding, the sign shall not exceed five (5) feet in height. Illumination is prohibited.

~~(5)~~ *Flags*, subject to section 505-150.

~~(6)~~ *Temporary signs*, subject to section 505-160.

Sec. 505-70. Reserved.)~~Signage regulations for townhouse and multi-family dwellings, and community facilities.~~

~~(A)~~ *Applicability.* This section regulates the erection, display and maintenance of all signs upon lots occupied by townhouses and multifamily dwellings, and within common areas of residential portions of planned developments, including at the entrances of these communities. Signs shall be displayed only as provided in this section.

~~(B)~~ *Signs allowed at residences.*

- ~~(1) *Address signs.* Each dwelling unit, and each multiple-family dwelling with a separate address or building number, shall display an address sign subject to subsection 505-40(A).~~
- ~~(2) *Incidental information signs.* Two (2) incidental information signs are permitted for each dwelling subject to subsection 505-40(H), not exceed one and one-half (1.5) square feet each, nor a combined area of (2) square feet. Shall not exceed three (3) feet in height if freestanding.~~
- ~~(3) *Flags,* subject to section 505-150.~~
- ~~(4) *Temporary signs,* subject to section 505-160.~~
- ~~(C) *Common area signs.*~~
 - ~~(1) *Address signs.* Building, dwelling unit and development address signs are required, as applicable, pursuant to subsection 505-40(A).~~
 - ~~(2) *Building identification signs.* Multiple-family dwellings containing at least eight (8) dwelling units, and where no monument signage is utilized, are permitted one (1) identification sign with a maximum area of ten (10) square feet, which may be any of the following sign types, subject to the regulations in section 505-40: wall, awning, or canopy. Buildings with six (6) or more stories are permitted double the sign allowance, and may utilize a gallery edge sign.~~
 - ~~(3) *Directional signs.* One (1) sign up to three (3) square feet in area is permitted per building, subject to subsection 505-40(D). Shall not exceed five (5) feet in height if freestanding.~~
 - ~~(4) *Directory signs.* One (1) directory sign is permitted for each public entrance to a multiple-story, lobby access building, subject to subsection 505-40(E).~~
 - ~~(5) *Flags,* subject to section 505-150.~~
 - ~~(6) *Incidental information signs.* Two (2) incidental information signs are permitted for each building, not to exceed three (3) square feet per sign. Shall not exceed five (5) feet in height if freestanding.~~
 - ~~(7) *Monument and entry feature signs.*~~
 - ~~(a) Residential developments with at least ten (10) dwelling units are permitted one (1) monument sign with two (2) sign faces, or an entrance feature sign. Maximum permitted sign area is twenty-four (24) square feet. Maximum permitted sign height is six (6) feet, and maximum permitted letter height is twelve (12) inches.~~
 - ~~(b) Residential developments with at least fifty (50) dwelling units are permitted one (1) monument sign with two (2) sign faces or one (1) entrance feature sign for each street entrance into the development, each not to exceed a height of eight (8) feet, a maximum sign area of thirty-six (36) square feet, and a maximum letter height of eighteen (18) inches.~~
 - ~~(c) Community facilities are permitted one (1) monument sign with two (2) faces at each entrance, each with a maximum permitted sign area of twenty-four (24) square~~

feet. The maximum permitted sign height is six (6) feet and the maximum permitted letter height is twelve (12) inches.

~~(8) Temporary signs subject to section 505-160.~~

~~(9) In addition to the signage otherwise permitted by this subsection, community facilities shall be permitted to erect one (1) on-site banner sign to notify the public of upcoming community events. Such banners must be removed seven (7) days after the event.~~

Sec. 505-80. Signage regulations for the residential office (RO) zoning district.

(A) Applicability.

~~(1) Signs permitted in this section are applicable only to nonresidential~~ Nonresidential and mixed residential/nonresidential uses within the RO District may erect and display only the signs allowed in this section. Signage for lots occupied only by a residential use residences within a mixed-use building and residential developments within the RO District are permitted subject to section 505-60 or 505-70, as applicable. Only temporary signs are allowed on undeveloped lots.

~~(2) Signs shall be displayed only as provided in this section.~~

~~(B) Address signs.~~ A building address sign is required for each street frontage for the office use, subject to subsection 505-40(A), to the extent that the office has a separate street address from residential units within the building. Such additional address may be part of the freestanding identification sign or may be a building wall sign.

~~(BE)~~ Directional signs. Shall not to exceed three (3) square feet in area per sign, subject to subsection 505-40(D). Shall not exceed three (3) feet in height if freestanding.

~~(CD)~~ Flags, subject to section 505-150.

~~(DE)~~ Monument signs.

(1) One (1) sign is ~~permitted~~ allowed along the street frontage with the highest future functional classification as shown in the comprehensive plan.

(2) Maximum allowable signage area shall not exceed nine (9) square feet.

(3) Maximum allowable height shall not exceed three (3) feet.

~~(EF)~~ Incidental information signs. Three (3) signs are permitted per building, not to exceed one and one-half (1.5) square feet in area per sign, nor three (3) square feet in combined area. Shall not exceed three (3) feet in height if freestanding. This signage is permitted in lieu of, not in addition to, residential incidental information signage on the premises.

~~(G) Plaques.~~ One (1) plaque per business establishment with a valid business tax license is ~~permitted adjacent to each office entrance, subject to subsection 505-40(L).~~

~~(F)~~ Noncommercial signs. Up to three (3) noncommercial signs are allowed subject to subsection 505-40(H), not to exceed a combined area of four (4) square feet. The sign(s) may be placed within a ground floor window, on a fence, or may be freestanding. No sign shall exceed four (4) feet in height.

(G) *Temporary signs*, subject to section 505-160.

Sec. 505-90. Signage regulations for the mixed-use CRA form-based zoning districts (CC, SFED-MU, EDBB-MU, GTWY-MU, NBHD-MU).

(A) *Applicability*.

- (1) This section regulates the erection, and display and maintenance of all signs within the mixed-use districts in the community redevelopment area (CRA).
- (2) Signage for residential uses single-family and two-family residential development is regulated under section 505-60, subject to the restriction on monument signs per subsection (P) of this section.
- (3) Signage for townhouse and multiple-family residential dwellings, including multiple-family portions of mixed-use buildings, are regulated under section 505-70, subject to the restriction on monument signs per subsection (P) of this section.

(B) *Sign types allowed*. For each district and street type, the following types of signs are permitted allowed:

✓ = permitted-allowed

C = conditionally permitted-allowed (i.e. only for certain uses, locations or other qualifications pursuant to the regulations referenced in the left-hand column).

X = not permitted-allowed

Sign Type	CC District		SFED-MU, EDBB-MU GTWY-MU Districts		NBHD- MU District
	Street frontage to which sign is oriented				
	Primary Streets	Secondary Streets	Primary Streets	Secondary Streets	All streets
Permanent signs					
Awning, canopy	✓	✓	✓	✓	✓
Directional	✓	✓	✓	✓	✓
Directory	✓	✓	✓	✓	✓
Gallery edge	✓	✓	✓	✓	✓
Incidental information	✓	✓	✓	✓	✓
Marquee [see subsection 505-130(D)]	C	C	C	X	X
Menu, d <u>Drive-through</u>	Permitted <u>Allowed</u> if not oriented toward, or screened <u>visible</u> from, any street				
Menu, other	✓	✓	✓	✓	✓
Monument [see subsection 505-90(P Q)]	✓ C	✓ X	✓ C	✓ X	X
Private wayfinding [see subsection 505-90(K)]	Permitted <u>Allowed</u> , but shall not be oriented to any street				X

Plaque	✓	✓	✓	✓	✓
Projecting [see subsection 505-90(S)]	C	C	C	X	X
Under-canopy	✓	✓	✓	✓	✓
Window	✓	✓	✓	✓	✓
Wall	✓	✓	✓	✓	✓
Portable signs					
Sandwich signs	✓	✓	✓	✓	✓
Umbrella signage	✓	✓	✓	✓	✓
Menu signs	✓	✓	✓	✓	✓
Temporary signs					
Per section 505-160	✓	✓	✓	✓	✓

(B) Reserved. Cumulative sign area allowance. Every establishment is subject to a maximum cumulative sign area for all building signs. This sign area can be increased, as indicated below, by participating in the signage incentive program set forth in section 505-210.

Cumulative square footage of building signage*—per linear foot of occupant street frontage—(per frontage)	CC District	SFED-MU, EDBB-MU GTWY-MU Districts		NBHD-MU District
	All streets	Primary Streets	Secondary Streets	All streets
	1.5—without bonus	1.5—without bonus	1.20—without bonus	1.20—without bonus
	2.5 with bonus	2.5 with bonus	1.7 with bonus	1.7 with bonus

*Excluding one (1) under-canopy sign per frontage

(D) Building signage eligibility.

Permitted Allowed building Signs	Nonresidential & mixed-use building establishment location and access configuration		
	Ground floor establishment, direct outside public entrance or abuts a shared lobby entrance but has exterior frontage*	Upper floor establishment, direct individual outside public entrance via stairs, elevator	Ground or upper floor establishment, shared lobby entrance, no ground story exterior frontage
Identification signs			
Awning, canopy	Permitted Allowed	Permitted Allowed	One (1) sign is permitted allowed adjacent to each
Gallery edge	Permitted Allowed	Not Permitted Allowed	

Marquee	See subsection 505-130(E)	Not Permitted <u>Allowed</u>	public lobby entrance for the anchor tenant or building name, and address.
Projecting	See subsection 505-90(T)	Not Permitted <u>Allowed</u>	
Under-canopy	Permitted <u>Allowed</u>	Permitted <u>Allowed</u>	
Wall	Permitted <u>Allowed</u>	Permitted <u>Allowed</u>	
Window	Permitted <u>Allowed</u>	Not Permitted <u>Allowed</u>	
Secondary signs			
Directional	Permitted <u>Allowed</u>	Permitted <u>Allowed</u>	Permitted <u>Allowed</u>
Directory	Not Permitted <u>Allowed</u>	Not Permitted <u>Allowed</u>	Permitted <u>Allowed</u>
Plaque	Permitted	Not permitted	Permitted
Incidental information	Permitted <u>Allowed</u>	Permitted <u>Allowed</u>	Permitted <u>Allowed</u>
Menu	Permitted	Not permitted	Not permitted

*Includes co-located businesses pursuant to subsection 505-30(D)

- (E) ~~Address signs, Required, subject to subsection 505-40(A)-Noncommercial signs. One (1) noncommercial sign is allowed per development, subject to subsection 505-40(H) for each street frontage, not to exceed four (4) square feet in area and four (4) feet in height. The sign(s) may be placed within a ground floor window, supplemental to other window sign allowances, or may be freestanding.~~
- (F) ~~Awning and canopy identification signs. One (1) sign is permitted per awning or canopy for each building frontage eligible for building signage pursuant to subsection 505-30(C). Up to one hundred fifty (150) square feet of awning and canopy identification sign area is permitted allowed for each building frontage, and subject to the following standards:~~
- ~~(1) Maximum letter height is eight (8) inches or seventy (70) percent of the vertical dimension of the awning or canopy surface, whichever is less.~~
 - ~~(2) Sign width shall not exceed seventy (70) percent of surface upon which placed.~~
 - ~~(3) Subject to the additional standards in subsection 505-40(B).~~
- (G) ~~Changeable copy signs. Permitted-Allowed only for retail motor fuel pumps where required by a preempting federal or state law, and for places of public assembly, subject to subsections 505-130(D) and (E), respectively.~~
- (H) ~~Directional signs. Permitted-Allowed subject to subsection 505-40(D), provided that the area for such signs located within an institutional campus such as a hospital, school or civic center may be up to six (6) square feet in area when used to indicate the direction of travel to multiple campus facilities (ex: main office, student drop-off, cafeteria, etc.).~~
- (I) ~~Directory signs. Directory wall signs and freestanding signs are permitted allowed subject to subsection 505-40(E), and as follows:~~

- (1) One (1) freestanding directory sign is ~~permitted~~allowed for each five thousand (5,000) square feet of pedestrian-oriented open space, or fraction thereof, within shopping centers and mixed-use developments arranged around one or more pedestrian-oriented open spaces. Freestanding directional signs shall not exceed:
 - (a) Six (6) feet in height; and
 - (b) Eighteen (18) square feet in area.
 - (2) Wall-mounted directory signs are ~~permitted~~allowed adjacent to each entrance of a building that provides interior lobby access to multiple establishments. Such signs shall not exceed:
 - (a) Six (6) feet height above grade; and
 - (b) Nine (9) square feet in area
- (J) *Flags.* ~~Permitted~~Allowed subject to section 505-150.
- (K) *Gallery edge identification signs.* ~~Permitted~~Allowed subject to subsection (W).
- (L) *Incidental information signs.* Permitted subject to subsection 505-40(H) and the following standards:
- (1) As window signs subject to subsection (W); and
 - (2) On building walls adjacent to service entrances subject to paragraph (V)(5), and up to five (5) square feet of additional incidental information signage for each building facade that does not contain a service entrance; and
 - (3) As freestanding signs, limited to four (4) signs multiplied by the number of principal buildings on the lot where the sign is erected, not to exceed three (3) square feet in area and five (5) feet in height each.
 - (4) The community development director may authorize additional signs if the applicant demonstrates that such signs are the minimum necessary to protect or enhance the public safety, welfare, or convenience.
- (M) *Marquee signs.* ~~Permitted~~Allowed for places of public assembly subject to subsection 505-130(D). ~~A sign design incentive bonus pursuant to section 505-210 required for these signs.~~
- (N) ~~*Menu*~~*Additional signs for drive-through facilities.* ~~Permitted~~Allowed subject to subsection 505-40(J), and as follows
- ~~(1) Restaurants with a drive through window may display one (1) menu sign oriented to each drive thru window stacking lane. A menu sign shall meet the following requirements:~~
 - ~~(a) Maximum height of the sign from vehicle travel surface to top of the sign shall be seven (7) feet.~~
 - ~~(b) Maximum width of the sign from side to side shall be eight (8) feet.~~
 - ~~(c) Maximum dimension of display from top to bottom shall be four and one half (4.5) feet.~~
 - ~~(d) The menu sign shall not be placed within a required yard.~~

(O) *Monument identification signs.* Up to one hundred fifty (150) square feet of monument identification signage is allowed per street frontage, subject to section 505-40, up to a maximum height of eight (8) feet. Monument signs are permitted only as follows:

- ~~(1) Buildings that were existing, or approved and vested as of the date of adoption of this article (May 8, 2012), and set back thirty (30) feet or more from the street line(s) along which the sign is proposed, may have monument signage subject to the applicable standards for signage outside of the CRA form-based districts (i.e. shopping center, multiple family dwelling community, service station, etc.).~~
- ~~(2) Development and redevelopment that is constructed to the build-to-line and second layer parking facility requirements of the CRA form-based districts may have monument signage as an incentive for complying with the design criteria of section 505-210 upon satisfying the following requirements:
 - ~~(a) The development comprises at least four (4) net acres in area and is planned as a single overall development under unified control, with at least fifty thousand (50,000) square feet of commercial use; and~~
 - ~~(b) The development parcel has at least four hundred (400) feet of lot depth; and~~
 - ~~(c) The development parcel has at least three hundred (300) feet of frontage on the arterial or collector primary street where the monument signage is proposed.~~
 - ~~(d) The signage is subject to design review and the monument sign standards in section 505-210.~~~~
- ~~(3) A civic center consisting of at least two (2) governmental facilities on a minimum two (2) acres of land within the City Center District is permitted one (1) monument sign per street frontage.~~

~~(P) *Plaques.* Plaques are permitted and encouraged, subject to subsection 505-40(L).~~

~~(PQ) *Private wayfinding signs.* These signs are permitted~~allowed ~~only within a development four (4) acres or larger in area that qualifies for monument signage pursuant to subsection (P), and qualifies for signage incentives pursuant to section 505-210. Signs shall~~subject ~~to comply with the following standards:~~

- ~~(1) A minimum of one (1) private vehicular-wayfinding sign will be allowed adjacent to each interior drive aisle erected within a landscaped area. The city may approve additional signs provided that the applicant demonstrates that the additional signs will substantially facilitate wayfinding within the development.~~
- ~~(2) Each sign shall not exceed twenty (20) square feet in area and six (6) feet in height.~~
- ~~(3) At least four (4) and not more than eight (8) establishment or destination names shall appear on each sign.~~

~~(QR) *Portable signs.* The following signs are permitted~~allowed ~~in accordance with the following standards. Each sign requires a certificate of compliance pursuant to section 505-190.~~

- (1) *Portable menu signs.* In lieu of menu sign pursuant to paragraph (O)(2), a menu up to three (3) square feet in size may be located on a portable lectern or menu stand adjacent to the entrance of a restaurant that has city-approved outdoor seating, provided it does not obstruct a minimum clear pedestrian path of at least five (5) feet in width. The sign shall be moved indoors at the close of business each day. A portable menu sign is not ~~permitted~~ allowed in combination with a sandwich sign.
 - (2) *Portable sandwich (A-frame) signs.* Sandwich signs shall be displayed only as follows:
 - (a) One (1) sign is ~~permitted~~ allowed adjacent to the main public entrance of a restaurant.
 - (b) Placement shall be on or adjacent to a sidewalk, but not within a public right-of-way, and not adjacent to an arterial road.
 - (c) The sign shall not block pedestrian corridors or pathways, and shall maintain a minimum five (5) foot clear path.
 - (d) Shall be constructed of wood, faux-wood, or metal.
 - (e) Maximum six (6) square feet for each of the two (2) sides, not to exceed three (3) feet in height.
 - (f) The sign shall be used to identify the food or beverages available on premises.
 - (g) ~~Permitted~~ Allowed in lieu of a portable menu sign.
 - (h) Shall be moved indoors at the close of business each day.
 - (3) *Portable umbrella signs.* These signs are ~~permitted~~ allowed accessory to city-approved outdoor restaurant seating, subject to the following restrictions:
 - (a) The sign may be printed or applied to outdoor dining umbrellas.
 - (b) The sign shall be used to identify the name of the business.
 - (c) Maximum letter height is six (6) inches.
 - (d) Business logo shall not exceed one (1) square foot.
 - (e) Signage shall not exceed ten (10) percent of the overall umbrella area.
- (RS) Projecting signs above the ground story. Projecting identification signs are authorized as follows:.
- ~~These signs are allowed only as a sign design incentive bonus pursuant to section 505-240.~~
- (1) Permissible only for buildings with no front yard parking.
 - (2) Must be entirely located above the ground story and not higher than forty (40) feet above grade.
 - (3) No part of the sign may project further than four and one-half (4.5) feet from the building wall.
 - (4) May be used in combination with other building sign types.

(5) One (1) sign is ~~permitted~~ allowed per building frontage, with a maximum sign area of one hundred (100) square feet. (6) The area of the sign shall be subtracted from the wall sign allowance for the applicable building frontage.

(7) The sign shall be substituted for one (1) wall sign authorized in subsection 505-40(O)(10).

(ST) *Temporary signs.* ~~Permitted~~ Allowed subject to section 505-160.

(TU) *Under-canopy identification signs.* These signs are required for any building with more than three (3) in-line establishments that are constructed to a build-to-line, and for all establishments within a development of ten (10) or more in-line establishments. Under-canopy signs are ~~permitted~~ allowed for developments with fewer than three (3) in-line establishment as well. All under-canopy signs are subject to the following standards:

- (1) Maximum area of four (4) square feet when hanging from an overhead roof.
- (2) Maximum area of six (6) square feet when supported by a building wall.
- (3) Compliance with subsection 505-40(N).

(UV) *Wall and gallery edge identification signs.* ~~One (1) gallery edge sign or wall sign is permitted on a building frontage, but not both.~~ Wall and gallery edge identification signs are subject to subsections 505-40(O) and 505-40(G), respectively, and the following standards:

- ~~(1) One (1) sign is permitted per building frontage, not to exceed. Each building frontage is allowed one (1) square foot in of sign area for each of the first seventy five (75) feet of building frontage, and one quarter (.25) square foot in area for each additional one (1) foot of building frontage length in excess of seventy five (75) feet. In no instance shall a sign exceed up to a maximum of one two hundred fifty (150-250) square feet in area. No wall sign shall occupy more than seventy (70) percent of the signable area of the surface upon which placed~~
- ~~(2) Additional sign area is available as a CRA sign design incentive bonus, pursuant to section 505-210.~~
- ~~(3) Total wall sign length shall not exceed seventy (70) percent of an establishment's building frontage. Total gallery edge sign length shall not exceed the lesser of seventy (70) percent of the width of the gallery roof or seventy (70) percent of the establishment's building frontage.~~
- ~~(2-4)~~ Letter height shall not exceed twenty-four (24) inches for wall signs under seventy-five (75) square feet in area.
- ~~(35)~~ Gallery edge signs shall not exceed a vertical dimension of two and one-half (2.5) feet.
- ~~(46)~~ Hotels and office buildings may utilize wall identification signage on an upper story of the building, pursuant to subsection 505-130(E).
- ~~(57)~~ Each service entrance is ~~permitted~~ allowed up to eight (8) square feet of total identification ~~incidental information~~ and directional signage on the wall immediately adjacent to the service entrance.

- (8) ~~Existing multi-tenant commercial buildings may submit a uniform sign plan providing for high quality hand painted wall signage for the entire building (each tenant) in lieu of other types of structural signage. The Community Development Director may approve such a plan if it provides a harmonious appearance appropriate for the existing buildings and multiple tenants.~~

(VW) *Window signs.* ~~Permitted~~ Allowed subject to the following standards:

- (1) Signs shall not comprise more than ~~ten~~ twenty (1020) percent of the total window area of an establishment's building frontage. ~~Additional window signage is available as a CRA sign design incentive bonus pursuant to section 505-210.~~
- (2) Temporary signage ~~permitted~~ allowed in section 505-160 is not subject to this limitation.
- (3) Maximum ~~permitted~~ allowed letter height is six (6) inches ~~for the business name and street address, and two (2) inches for all other permanent lettering.~~
- (4) Subject to the additional standards in subsection 505-40(P).
- (5) Up to four (4) square feet of window sign area may be allocated for a display case attached to the building wall adjacent to an entrance. The display case shall not extend more than six (6) inches from the building wall.

Sec. 505-100. Signage regulations for business parks in commercial and industrial zoning districts.

- (A) *Applicability.* This section regulates the erection, and display ~~and maintenance~~ of all signs ~~upon lots~~ within business parks, provided that any business park within the Port Everglades Development District (PEDD) are subject to the sign regulations in subsection 320-50(g) to the extent of conflict with this article.
- (B) Reserved. ~~*Bonus signage.* Business parks located within the community redevelopment area are eligible for bonus signage as an incentive for sign design consistent with section 505-210.~~
- (C) ~~Address signs. Required subject to subsection 505-40(A).~~ *Noncommercial signs.* One (1) noncommercial sign is allowed per development, subject to subsection 505-40(H) for each street frontage, not to exceed four (4) square feet in area and four (4) feet in height. The sign(s) may be placed within a ground floor window, supplemental to other window sign allowances, or may be freestanding.
- (D) *Awning or canopy identification signs.* Up to one hundred fifty (150) square feet of awning and canopy identification sign area is ~~permitted~~ allowed for each building frontage. Coordinated use of awnings or canopies in lieu of wall signs is allowed, subject to the following standards:
 - (1) ~~One (1) awning or canopy sign is permitted for each building frontage.~~
 - (2) ~~Letter height shall not exceed the lesser of eight (8) inches or seventy (70) percent of the vertical dimension of the surface upon which placed.~~

- (3) ~~Sign width shall not exceed seventy (70) percent of the width of the surface upon which placed.~~
- (4) ~~Subject to the additional standards in subsection 505-40(B).~~
- (E) *Directional signs.* ~~Permitted~~ Allowed subject to subsection 505-40(D).
- (F) *Directory signs.* ~~Permitted~~ Allowed subject to the following standards:
- (1) One (1) freestanding directory sign is ~~permitted~~ allowed per driveway entrance into a business park comprised of three (3) or more buildings. Business parks arranged around one or more pedestrian-oriented open spaces are ~~permitted~~ allowed one (1) additional sign per such open space.
 - (2) One (1) wall-mounted directory sign is ~~permitted~~ allowed per building entrance that provides access to multiple establishments.
 - (3) Directory signs are subject to subsection 505-40(E).
- (G) *Flags*, subject to section 505-150.
- (H) *Incidental information signs*, are permitted as follows:
- (1) As window signs subject to subsection (PO).
 - (2) On building walls adjacent to service entrances subject to paragraph (O)(6) of this section, and up to five (5) square feet of additional incidental information signage per building facade.
 - (3) As freestanding signs, limited to four (4) signs per building on the lot where the sign is erected, not to exceed three (3) square feet in area and five (5) feet in height each. The Community Development Director may authorize additional signs if the applicant demonstrates that such signs are the minimum necessary to protect or enhance the public safety, welfare, or convenience.
- (I) Monument and entrance feature identification signs. Up to one hundred fifty (150) square feet of monument identification or entrance feature signage is allowed per street frontage of a business park, ~~up to~~ with a maximum height of eight (8) feet,]
- (1) ~~Monument signs and entrance feature signs are permitted subject to subsection 505-40(K), and (F), respectively, except as follows:~~
- (a) ~~One (1) monument sign identifying the business park is permitted for each driveway entrance along the street frontage with the highest functional classification pursuant to the comprehensive plan. All signs are subject to a minimum separation of four hundred (400) feet from other monument signs.~~
 - (b) ~~Business parks exceeding ten (10) acres in area may an entrance wall signs in lieu of a monument sign, subject to the same separation and size requirements.~~
- (2) ~~Each sign on a primary street frontage is permitted to have a maximum area of forty-two (42) square feet and six (6) feet in height, plus one (1) square foot in area and three (3) inches in height for each seven thousand five hundred (7,500) square feet of gross floor area—or fraction thereof—in excess of fifty thousand (50,000) square feet. However, no~~

~~sign shall exceed seventy-two (72) square feet in area, nor twelve (12) feet in height. Additional sign area is permitted within the community redevelopment area as a sign design incentive bonus pursuant to section 505-210.~~

- (J) *Private wayfinding signs.* These signs are ~~permitted~~allowed ~~only within the community redevelopment area,~~ within a development of at least ~~five~~ four (4) acres in land area having at least ~~ten~~ two (2) establishments. ~~A design incentive bonus is required pursuant to section 505-210.~~ Signs shall comply with the following standards:
- (1) One (1) ~~vehicular~~ private wayfinding sign is ~~permitted~~allowed adjacent to each interior drive aisle erected within a landscaped area. The city may approve additional signs provided that the applicant demonstrates that the additional signs would substantially facilitate wayfinding within the development.
 - (2) Each sign shall not exceed twenty (20) square feet in area and five (5) feet in height.
 - (3) At least four (4) and not more than eight (8) occupant or destination names shall appear on each sign.
- (K) *Temporary signs.* ~~Permitted~~Allowed subject to section 505-160.
- (L) *Under-canopy identification signs.* ~~Permitted~~Allowed subject to the following standards:
- (1) Maximum area of four (4) square feet when hanging from an overhead roof.
 - (2) Maximum area of six (6) square feet when supported by a building wall.
 - (3) Compliance with subsection 505-40(N).
- (M) *Wall signs for business park or building identification* are ~~permitted~~allowed subject to subsection 505-40(O), and as follows:
- (1) One (1) business park identification wall sign is ~~permitted~~allowed along each street-facing facade, not to exceed one (1) square foot for each one (1) foot of building frontage length, up to a maximum of two hundred fifty (250) ~~thirty-two (32)~~ square feet, is ~~permitted~~ in lieu of each monument or entrance feature sign ~~permitted~~allowed in subsection (I).
 - (2) A multiple-story lobby access building is ~~permitted~~allowed one (1) building identification sign on any building frontage that does not have business park identification signage, not to exceed one (1) square foot of sign area for each one (1) foot of building frontage length, up to a maximum of two hundred fifty (250) ~~thirty-two (32)~~ square feet. On any street-facing facade, a building identification sign is ~~permitted~~allowed only in lieu of a monument or entrance feature sign.
 - (3) Wall signs shall consist of reverse channel letters, or opaque-faced channel letters illuminated with external flood lighting, and shall be made primarily of wood, metal, or other materials simulating wood or metal.
 - (4) The maximum vertical dimension of individual letters shall not exceed two (2) feet.
- (N) *Wall identification signs for individual establishment identification* are ~~permitted~~allowed subject to the regulations in subsection 505-40(O) and as follows:

- (1) Each in-line establishment in an office park is ~~permitted~~ allowed one (1) square foot of wall signage per one (1) foot of building frontage length, up to with a maximum area of ~~one (1) square footage for each (3) feet of building frontage, not to exceed a combined fifty (50) two hundred fifty (250) square feet for each building frontage of total signage.~~
 - (2) Each in-line establishment in an industrial park is ~~permitted~~ allowed one (1) square foot of wall signage per one (1) foot of building frontage length, up to with a maximum area of ~~one (1) square foot for each one (1) foot of two hundred fifty (250) square feet for each building frontage, not to exceed a combined one hundred fifty (150) square feet of total signage.~~
 - ~~(3) Total sign length shall not exceed seventy (70) percent of an establishment's building frontage, nor occupy more than seventy (70) percent of the signable surface area upon which placed.~~
 - ~~(34)~~ Establishments with exterior frontage but without a direct and independent entrance from outdoors, and which are located adjacent to a building entrance, are ~~permitted~~ allowed one (1) wall sign with a maximum area of one (1) square feet for each three (3) feet or fraction thereof of establishment frontage, not to exceed a total of fifty (50) square feet.
 - ~~(45)~~ Wall signs shall consist of individual letters, or uniform plaques or panels for each office, made primarily of wood, metal or other materials simulating wood or metal. Awning signage is ~~permitted~~ allowed in lieu of wall signs pursuant to subsection (E).
 - ~~(56)~~ Illumination shall be by means of external flood lighting or internal illumination in the form of reverse channel opaque-faced individual letters or die cut copy in opaque plaques or panels.
 - ~~(67)~~ Each rear or side service entrance is ~~permitted~~ allowed up to eight (8) square feet of identification and, directional and incidental information signage on the wall immediately adjacent to the entrance.
 - (O) *Window signs* are ~~permitted~~ allowed subject to subsection 505-40(P) and as follows:
 - (1) Signs shall not comprise more than ~~ten twenty (1020)~~ per cent of the total window area of an establishment's building frontage ~~or thirty (30) square feet, whichever is less.~~ Temporary signage ~~permitted~~ allowed in section 505-160 is not subject to this limitation.
 - (2) Maximum ~~permitted~~ allowed letter height is six (6) inches ~~for the business name and street address, and two (2) inches for all other permanent lettering.~~
- (Ord. No. 2012-009, § 2(Exh. A), 5-8-12; Ord. No. 2015-009, § 9, 4-28-15)

Sec. 505-110. Signage regulations for shopping centers and large retail establishments in commercial districts (C-1; C-2; C-3; C-4).

- (A) *Applicability.* This section regulates the erection and, display ~~and maintenance~~ of all signs within shopping centers and for large retail establishments, as defined in section 725-30. Signs shall be erected and displayed only as provided in this section. Large retail establishments within a shopping center are subject to the freestanding identification sign

1 limitations for the entire shopping center development, and are not entitled to additional
2 monument identification signage.

3 (B) ~~Reserved. *Bonus signage.* Shopping centers and large retail establishments located within~~
4 ~~the community redevelopment area are eligible for bonus signage as an incentive for sign~~
5 ~~design pursuant to section 505-210.~~

6 (C) ~~Address signs. Required pursuant to subsection 505-40(A).~~ *Noncommercial signs.* One (1)
7 noncommercial sign is allowed per development, subject to subsection 505-40(H) for each
8 street frontage, not to exceed four (4) square feet in area and four (4) feet in height. The sign(s)
9 may be placed within a ground floor window, supplemental to other window sign allowances,
10 or may be freestanding.

11 (D) ~~*Awning and canopy identification signs.* One (1) sign per awning or canopy. Up to one~~
12 ~~hundred fifty (150) square feet of awning and canopy identification sign area is authorized on~~
13 ~~each building frontage that is eligible for building signage pursuant to section 505-30(C) is~~
14 ~~permitted in lieu of a wall sign as follows:~~

15 (1) ~~Letter height shall not exceed the lesser of eight (8) inches or seventy (70) percent of the~~
16 ~~vertical dimension of the awning or canopy surface upon which placed.~~

17 (2) ~~Sign width shall not exceed seventy (70) percent of width of the surface upon which~~
18 ~~placed.~~

19 (3) ~~Subject to the additional standards in subsection 505-40(B).~~

20 (E) ~~*Changeable copy signs.* Permitted~~ Allowed only for retail motor fuel pumps when required
21 by federal or state preemption, and places of public assembly, subject to subsections 505-
22 130(C) and (D), respectively.

23 (F) ~~*Directional signs.* Permitted~~ Allowed subject to subsection 505-40(E).

24 (G) ~~*Directory signs.* Shopping centers arranged around one or more pedestrian-oriented open~~
25 ~~spaces are permitted~~ allowed one (1) freestanding or wall-mounted directory sign for each
26 five thousand (5,000) square feet of such open space, or fraction thereof. Directory signs are
27 subject to the standards of subsection 505-40(E), and the following:

28 (1) Freestanding directional signs shall not exceed:

29 (a) Six (6) feet in height; and

30 (b) Eighteen (18) square feet in area.

31 (2) Wall-mounted directory signs shall not exceed:

32 (a) Six (6) feet height above grade; and

33 (b) Nine (9) square feet in area.

34 (H) ~~*Flags.* Permitted~~ Allowed subject to section 505-150.

35 (I) ~~*Gallery edge identification signs.*~~ See subsection (R).

36 (J) ~~*Incidental information signs.*~~ Permitted subject to subsection 505-40(H), and as follows:

37 (1) As window signs subject to subsection (S); and

(2) On building walls adjacent to service entrances subject to paragraph (S)(4) of this section, and up to five (5) square feet of additional incidental information signage for each building facade that does not contain a service entrance.

(3) As freestanding signs, limited to four (4) signs per building on the lot where the sign is erected, not to exceed three (3) square feet in area and five (5) feet in height each.

(4) The community development director may authorize additional signs if the applicant demonstrates that such signs are the minimum necessary to protect or enhance the public safety, welfare, or convenience.

(K) *Marquee signs.* ~~Permitted~~ Allowed subject to subsection 505-130(D) for places of public assembly ~~within the community redevelopment area. A sign design incentive bonus pursuant to section 505-210 is required for these signs.~~

(L) *Additional Menu signs for drive-through facilities.* ~~Permitted~~ Allowed subject to subsection 505 40(H) and as follows:

~~(1) Restaurants with a drive through window may display one (1) menu sign oriented to each drive thru window stacking lane. A menu sign shall meet the following requirements:~~

~~(a) Maximum height of the sign from vehicle travel surface to top of the sign shall be seven (7) feet.~~

~~(b) Maximum width of the sign from side to side shall be eight (8) feet.~~

~~(c) Maximum dimension of display from top to bottom shall be four and one half (4.5) feet.~~

~~(d) The menu sign shall not be placed within a required yard.~~

~~(2) Dine in restaurants may have a single menu sign within a display case attached to the building wall adjacent to the entrance, which shall not extend more than six (6) inches from the building wall, or a single menu board on the inside of a window adjacent to the entrance, which shall count as part of the window signage allowance. Neither menu sign shall exceed four (4) square feet in area.~~

(M) *Monument and entrance feature identification signs.*

~~(1) Each Shopping centers and each stand-alone large-retail establishment not part of a shopping center with at least five hundred (500) feet of street frontage are permitted may have one up to one hundred fifty (150) square feet of monument or entrance feature identification signage per street frontage permitted allowed, not to exceed sixty four (64) square feet in area and with maximum eight (8) feet in of height, or two (2) signs with equivalent combined area, subject to the standards in subsection 505-40(F) for entrance feature signs and subsection 505-40(K) for monument signs~~

~~(2) Shopping centers with less than five hundred (500) feet of street frontage on an arterial or collector street are limited to forty eight (48) square feet of sign area and eight (8) feet in height.~~

~~(3) Entrance feature signs are subject to the additional standards in subsection 505-40(F) monument signs are subject to the standards in subsection 505-40(K).~~

1 ~~(4) Additional sign area and height are permitted within the community redevelopment area~~
2 ~~as a sign design incentive bonus pursuant to section 505-210.~~

3 (N) *Private wayfinding signs.* These signs are ~~permitted~~ allowed ~~only within the community~~
4 ~~redevelopment area~~ within developments of at least ~~five~~ four (45) acres in land area ~~having~~
5 ~~at least ten (10) establishments. A design incentive bonus is required pursuant to section 505-~~
6 ~~210.~~ Signs shall comply with the following standards:

7 (1) One ~~(1) vehicular private~~ wayfinding sign is ~~permitted~~ allowed adjacent to each interior
8 drive aisle erected within a landscaped area. The city may approve additional signs
9 provided that the applicant demonstrates that the additional signs will substantially
10 facilitate wayfinding within the development.

11 (2) Each sign shall not exceed twenty (20) square feet in area and six (6) feet in height.

12 (3) ~~At least four (4) and not~~ Not more than eight (8) occupant or destination names shall
13 appear on each sign.

14 (O) *Temporary signs.* ~~Permitted~~ Allowed subject to section 505-160.

15 (P) *Under-canopy identification signs.* Required within a development of ten (10) or more in-line
16 retail establishments ~~in order~~ to facilitate pedestrian wayfinding. Developments with fewer
17 than ten (10) in-line establishments may also utilize under-canopy identification signs. All
18 signs are subject to the following standards:

19 (1) Maximum area of four (4) square feet when hanging from an overhead roof.

20 (2) Maximum area of six (6) square feet when supported by a building wall.

21 (3) Compliance with subsection 505-40(N).

22 (Q) *Wall and gallery edge identification signs for individual establishments.* Wall and gallery
23 edge identification signs are ~~permitted~~ allowed subject to subsections 505-40(O) and 505-
24 40(G), respectively and as follows.

25 (1) Gallery edge signs are ~~permitted~~ allowed for individual retail establishments, ~~that have~~
26 ~~a minimum of twenty five thousand (25,000) square feet of gross floor area and~~
27 ~~minimum one hundred twenty five (125) feet of building frontage. Gallery signs are~~
28 subject to the standards for wall signs, below, except as otherwise provided.

29 (2) ~~One (1) sign is permitted per~~ Each building frontage, ~~not to exceed one~~ is permitted
30 ~~allowed~~ (1) square foot ~~in of sign~~ area for each one (1) foot of building frontage length,
31 ~~up to two hundred fifty (250) square feet for the first seventy five (75) feet, and one~~
32 ~~quarter (.25) square feet for each additional foot of building frontage, not to exceed one~~
33 ~~hundred fifty (150) square feet in area. No wall sign shall occupy more than seventy (70)~~
34 ~~percent of the signable area of the surface upon which placed.~~

35 (3) ~~Additional sign area is available within the community redevelopment area as a CRA~~
36 ~~sign design incentive bonus, pursuant to section 505-210.~~

37 (4) ~~Total wall sign length shall not exceed seventy (70) percent of an establishment's~~
38 ~~building frontage. Total gallery edge sign length shall not exceed the lesser of seventy~~

1 ~~(70) percent of the width of the gallery roof or seventy (70) percent of the establishment's~~
2 ~~building frontage.~~

3 ~~(45)~~ The maximum ~~permitted~~ allowed vertical dimension of a gallery edge sign is two and
4 one-half (2.5) feet.

5 ~~(56)~~ Letter height for signs under seventy-five (75) square feet shall not exceed twenty-four
6 (24) inches.

7 ~~(67)~~ Each rear or side service entrance is ~~permitted~~ allowed up to eight (8) square feet of total
8 identification, directional and incidental information signage on the wall immediately
9 adjacent to the entrance.

10 (R) *Window signs.* ~~Permitted~~ Allowed subject to the following standards:

11 (1) Signs shall not comprise more than ~~ten twenty~~ (4020) per cent of the total window area
12 of an establishment's building frontage. Temporary signage ~~permitted~~ allowed in section
13 505-160 is not subject to this limitation. ~~Additional window signage is available within~~
14 ~~the community redevelopment area as a CRA sign design incentive bonus pursuant to~~
15 ~~section 505-210.~~

16 (2) Maximum ~~permitted~~ allowed letter height is six (6) inches ~~for the business name and~~
17 ~~street address, and (2) inches for all other permanent lettering.~~

18 (3) Subject to the additional standards in subsection 505-40(P).

19 ~~(4) Up to four (4) square feet of window sign area may be allocated for a display case~~
20 ~~attached to the building wall adjacent to an entrance. The display case shall not extend~~
21 ~~more than six (6) inches from the building wall.~~

23 **Sec. 505-120. Signage regulations for hotels, single-establishment and two-establishment**
24 **commercial and industrial developments, and institutional developments in**
25 **commercial and industrial zoning districts.**

26 (A) *Applicability.*

27 (1) This section regulates the erection and display of signs ~~applies to~~ for hotels,
28 developments of up to two (2) commercial or industrial establishments, and institutional
29 developments within a commercial or industrial zoning district.

30 (2) This section does not apply to large retail establishments.

31 (3) Signage for uses within the Port Everglades Development District (PEDD) is subject to
32 the district regulations in subsection 320-50(g) to the extent of conflict with this article.

33 (4) The signage standards in section 315-50 for hotel overlay districts shall take precedence
34 to the extent of conflict with this article.

35 (B) ~~Address signs. Required subject to subsection 505-30(A).~~ *Noncommercial signs.* One (1)
36 noncommercial sign is allowed per development, subject to subsection 505-40(H) for each
37 street frontage, not to exceed four (4) square feet in area and four (4) feet in height. The sign(s)

1 may be placed within a ground floor window, supplemental to other window sign allowances,
2 or may be freestanding.

3 ~~.(C) Bonus signage. Developments located within the community redevelopment area are eligible~~
4 ~~for bonus signage as a CRA sign design incentive pursuant to section 505-210.~~

5 ~~(CD) Awning and canopy identification signs. Up to one hundred fifty (150) square feet of One~~
6 ~~(1) sign per awning or and canopy identification sign area is permitted allowed for each~~
7 ~~building frontage, is permitted in lieu of, or in combination with, wall signs, provided that the~~
8 ~~combined awning, canopy and wall signage on a building frontage shall not exceed the~~
9 ~~allowance for wall signs on such frontage.~~

10 ~~(1) Maximum letter size is eight (8) inches, or seventy (70) percent of the vertical dimension~~
11 ~~of the surface upon which is placed, whichever is less.~~

12 ~~(2) Sign width shall not exceed seventy (70) percent of awning valence width.~~

13 ~~(3) Awnings are, subject to the additional standards in subsection 505-40(B).~~

14 ~~(DE) Changeable copy signs. Permitted Allowed only for retail motor fuel pumps when required~~
15 ~~by preempting federal or state law, subject to subsection 505-130(C), and for places of public~~
16 ~~assembly, subject to subsection 505-130(D).~~

17 ~~(EF) Directional signs. Permitted Allowed subject to subsection 505-40(D). Shall not to exceed~~
18 ~~three (3) square feet in area per sign, and three (3) feet in height if freestanding.~~

19 ~~(FG) Flags. Permitted Allowed subject to section 505-150.~~

20 ~~(GH) Gallery edge identification signs. Permitted in lieu of wall signs. See subsection (O).~~

21 ~~(HI) Incidental information signs. Permitted subject to subsection 505-40(H), and as follows:~~

22 ~~(1) As window signs subject to subsection (P).~~

23 ~~(2) On building walls adjacent to service entrances subject to paragraph (O)(5) of this~~
24 ~~section, and up to five (5) square feet of additional incidental information signage per~~
25 ~~building facade that does not contain a service entrance.~~

26 ~~(3) As freestanding signs, limited to four (4) signs per building on the lot where the sign is~~
27 ~~erected, not to exceed three (3) square feet in area and five (5) feet in height each. The~~
28 ~~community development director may authorize additional signs if the applicant~~
29 ~~demonstrates that such signs are the minimum necessary to protect or enhance the public~~
30 ~~safety, welfare, or convenience.~~

31 ~~(IJ) Marquee signs. Permitted Allowed within the community redevelopment area for places of~~
32 ~~assembly subject to subsection 505-130(D). A CRA sign design incentive bonus is required~~
33 ~~for a marquee sign.~~

34 ~~(JK) Additional Menu signs for drive-through facilities. Permitted Allowed subject to subsection~~
35 ~~505-40(H), and as follows:~~

36 ~~(1) Restaurants with a drive through window may display one (1) menu sign oriented to each~~
37 ~~drive thru window stacking lane. A menu sign shall meet the following requirements:~~

38 ~~(a) Maximum height of the sign from vehicle travel surface to top of the sign shall be~~
39 ~~seven (7) feet.~~

- (b) ~~Maximum width of the sign from side to side shall be eight (8) feet.~~
- (c) ~~Maximum dimension of display from top to bottom shall be four and one-half (4.5) feet.~~
- (d) ~~The menu sign shall not be placed within a required yard.~~
- (2) ~~Dine-in restaurants may have a single menu sign within a display case attached to the building wall adjacent to the entrance, which shall not extend more than six (6) inches from the building wall, or a single menu board on the inside of a window adjacent to the entrance, which shall count as part of the window signage allowance. Neither menu sign shall exceed four (4) square feet.~~
- (KL) ~~Monument and entrance feature identification signs. Up to One (1) monument or entrance feature identification sign is permitted not to exceed forty eight (48) to one hundred fifty (150) square feet of monument identification signage is allowed on per street frontage, up to a maximum height of an arterial road, and forty two (42) square feet on a collector or nonresidential access road. Sign height shall not exceed eight (8) feet. Additional signs for corner lots are subject to subsection 505-40(K)(7). All monument signs are subject to subsection 505-40(K), and entrance feature signs are subject to subsection 505-40(F).~~
- (M) ~~Plaques. One (1) plaque is permitted per establishment, subject to subsection 505-40(J).~~
- (LN) ~~Temporary signs. Permitted~~ Allowed subject to section 505-160.
- (MO) ~~Wall and gallery edge identification signs. One (1) wall or and gallery edge identification signs are is permitted~~ allowed per building frontage, as follows:
- (1) Wall signs are subject to subsection 505-40(O). Gallery edge signs are subject to subsection 505-40(G).
- (2) ~~Each building frontage is allowed The sign shall not exceed one (1) square foot of sign area for each of the first seventy five (75) feet of frontage, and one quarter (.25) of a square foot per additional one (1) foot of frontage length, up to No sign may exceed one two hundred fifty (150) square feet. No wall sign shall exceed seventy (70) percent of the signable area of the surface upon which placed.~~
- .
- (3) ~~Total wall sign length shall not exceed seventy (70) percent of an establishment's building frontage. Total gallery edge sign length shall not exceed the lesser of seventy (70) percent of the width of the gallery roof or seventy (70) percent of the establishment's building frontage.~~
- (34) Hotels and office buildings may utilize wall identification signage on an upper story of the building, pursuant to subsection 505-130(E).
- (45) The maximum ~~permitted~~ allowed vertical dimension of a gallery edge sign is two and one-half (2.5) feet.
- (56) Maximum wall sign letter height is twenty-four (24) inches for signs under seventy-five (75) square feet of area.

(67) In-line establishments with a rear or side service entrance are ~~permitted~~allowed up to eight (8) square feet of identification and directional signage, provided that no other building signage is utilized on the same building frontage of the establishment.

(NP) *Window signs.* ~~Permitted~~Allowed subject to subsection 505-40(P), and as follows.

(1) Signs shall not comprise more than ~~ten~~ twenty (10~~20~~) percent of the total window area of an establishment's building frontage. Temporary signage ~~permitted~~allowed in section 505-160 is not subject to this limitation.

(2) Maximum ~~permitted~~allowed letter height is six (6) inches ~~for the business name and street address, and two (2) inches for all other permanent lettering.~~

(3) Up to four (4) square feet of window sign area may be allocated for a display case attached to the building wall adjacent to an entrance. The display case shall not extend more than six (6) inches from the building wall.

Sec. 505-130. Special signage regulations for certain locations and uses.

(A) *Applicability.* This section specifies signage regulations by type of use or location and supersedes all conflicting requirements of this article.

(B) ~~*Nonresidential Shopping centers, hotels, office complexes and industrial complexes development within one thousand (1,000) feet of I-95 or I-595.*~~ [Cross-reference section 315-50, "Hotel overlay district", which shall prevail in case of conflict.]

(1) *Purpose and intent.* The intent of this subsection is to provide for alternative on-premises sign types for ~~nonresidential shopping centers, hotels, office complexes and industrial complexes~~ developments of eighty thousand (80,000) or more square feet of fully enclosed area under roof, located within one thousand (1,000) feet of Interstate 95 or Interstate I-595. The additional sign types available to ~~these~~ such developments ("qualifying developments") ~~properties~~ are provided in recognition of the unique configurations of parcels abutting Interstate 95 or Interstate I-595, which restrict the usage of attached or monument identification signage, and limit the visibility of ~~permitted~~allowed sign types from adjacent elevated interstate highways.

(2) *Pole signs.* Notwithstanding any other provision in this code, qualifying developments ~~shopping centers, hotels, office complexes and industrial complexes of eighty thousand (80,000) or more square feet fully enclosed area under roof, located within one thousand (1,000) feet of interstate 95 or Interstate 595 shall be~~ are allowed to construct one (1) on-premises pole sign not exceed fifty (50) feet in height, or twenty-five (25) feet above the elevation of the abutting interstate highway, whichever is less.

(a) Sign area shall not exceed forty-eight (48) square feet, provided that pole signs that existed on the date of adoption of this article, and that have been legally erected on premises described above, shall be allowed to remain ~~as long as~~ if they are not unsafe structures as provided for in the building code. Such signs shall not be expanded, enlarged or remodeled. Ordinary repairs and routine maintenance may be conducted and sign faces may be changed.

~~(b) The sign may indicate only the name and nature of the business.~~

- (be) Signs shall be set back at least ten (10) feet from a street line and a distance equal to the height of the sign from any interior lot line.
- (cd) Digital display is ~~permitted~~ allowed if in accordance with the following:
1. The display shall be static. Depictions that give an appearance of movement (such as video, animation, text scrolling, fading, blinking, flashing, and racing) are prohibited.
 2. Audio and pyrotechnics are prohibited.
 3. A minimum interval of fifteen (15) seconds of display period per message is required.
 4. A change of message must be accomplished within one (1) second or less. No scrolling, fading, flashing, or other visual effects shall be ~~permitted~~ allowed between messages.
 5. The display is required to have an automatic turn-off in case of malfunctions.
 6. A minimum spacing of four hundred (400) feet from the boundary of any property that is zoned to permit residential use is required.
 7. The display shall not exceed a maximum brightness of five thousand (5,000) nits during daylight and five hundred (500) nits at night, as measured with a meter aimed directly at the sign face at a distance of one hundred (100) feet from the display.
 8. ~~The sign shall be an on premises sign, used to identify the commercial establishment, merchandise, service or entertainment that is sold, produced, manufactured, or furnished at the property on which the sign is located. However, the~~ The City of Dania Beach may require emergency messages to be displayed on a digital sign to provide public information concerning natural disasters, severe weather alerts, Amber Alerts, and other emergency situations.
- (3) *Wall signs.* Notwithstanding any other provision of this code, wall signs shall be ~~permitted~~ allowed to the extent they do not extend more than eighteen (18) inches beyond the face of the building or exceed up to three (3) square feet for each one (1) linear foot of building frontage, ~~up to a maximum of not to exceed~~ two hundred (200) square feet per establishment in multi-establishment buildings, or three hundred (300) square feet in a single establishment buildings .
- (C) *Retail Motor fuel pumps.* The following additional regulations shall apply to retail motor fuel pumps and shall prevail in the event of conflict with other provisions of this article.
- (1) Monument identification signs that are compatible with the architectural design of the service station building are the only ~~permitted~~ freestanding signs allowed. Only one (1) such sign is ~~permitted~~ allowed per service station site and it can measure no more than ~~seven-eight (87)~~ feet in height and ~~six (6) feet in width~~ one hundred fifty (150) square feet in area. ~~If there are businesses separate from the service station which are also located on site, they may have identification on the monument sign. In recognition of state and federal preemptions that require use of changeable copy, Up up to twenty four (24) Six (6) square feet of the monument sign may be digital or changeable copy used only to~~

1 ~~display gasoline prices.~~ Digital signage shall comply with the regulations in subsection
2 (B)(2)(d) of this section.

3
4 (D) *Places of public assembly.* Places of public assembly may have one (1) monument sign per
5 arterial street frontage with up to twenty-four (24) square feet of changeable copy,~~limited to eight~~
6 ~~(8) square feet plus two (2) square feet per auditorium or assembly hall,~~ not to exceed the maximum
7 monument sign allowance for the district or use pursuant to this article. ~~Theaters—Unused~~
8 ~~changeable copy sign allowance with no changeable copy~~ on any ground sign may be utilized the
9 ~~changeable copy sign allowance as wall signage, if qualified for a design incentive in accordance~~
10 ~~with the standards and criteria of section 505-210 or as marquee signage if qualified for a design~~
11 ~~incentive in accordance with the standards and criteria of section 505-210.~~ Digital signage shall
12 comply with the regulations in subsection (B)(2)(d) of this section.

13 (E) *Multiple story office nonresidential and mixed-use buildings and hotels.* ~~Office buildings and~~
14 ~~hotels—Multiple-story buildings that devote a minimum of either three (3) floors or fifty~~
15 percent (50%) of the gross floor area to nonresidential use, and which are not subject to
16 subsection 505-130(B), may locate wall signage on upper stories to identify the building or
17 anchor establishment name as follows:

18 (1) Wall signage ~~permitted~~ allowed in sections 505-90 through 505-210 may be placed on
19 any upper story ~~a multiple-story building that is predominately used for office or hotel,~~
20 ~~even if there are other uses such as residential or retail within the building.~~

21 (2) For each full forty (40) feet above grade that the bottom of the sign is located, the
22 ~~permitted~~ allowed sign area and letter height shall increase by ~~twenty five (25)~~ ten (10)
23 percent. ~~The sign area utilized for upper story signage, excluding the additional twenty-~~
24 ~~five (25) percent for each forty (40) feet in height, shall count against any cumulative~~
25 ~~sign area limitations that apply to all building signs on, the same facade. For example, if~~
26 ~~a 200 square foot wall sign is erected 100 feet above grade, 50 percent of the upper story~~
27 ~~wall sign area would be a result of the increase in allowable sign area resulting from the~~
28 ~~height of the sign (25 percent for the first 40 feet and another 25 percent for the second~~
29 ~~40 feet). The area of the sign as it would be permitted on the ground floor (less 50~~
30 ~~percent) would be 100 square feet. If the cumulative building sign allowance is 200~~
31 ~~square feet for the given frontage, another 100 square feet of building signage could still~~
32 ~~be erected in addition to the upper story wall sign. Two (2) upper story wall signs are~~
33 ~~permitted~~ allowed per building but must be on separate façade elevations of the building.

34 (3) Wall signs of this nature will be allowed only on facades that do not face a lot located
35 less than one hundred (100) feet away that is zoned for or developed with single-family
36 or townhouse residential development.

37 (F) *Multi-modal transit facilities.* Signs may be displayed on each multi-modal transportation
38 facility in accordance with the following requirements:

39 (1) A single ~~multi-modal transportation information identification~~ sign, including with no
40 more than two (2) sign faces of not more than thirty (30) by thirty (30) inches in area per
41 sign face ~~per facility, may identify sponsors of the facility and system on one sign face.~~
42 The sign faces shall be oriented towards users of the multi-modal transportation facility
43 and not toward the motorized vehicle traffic.

- (2) Up to two (2) additional single-faced, directional or other noncommercial signs of up to four (4) square feet in area per sign and five (5) ~~no more than four (4)~~ additional single-faced ~~multi-modal directional or other noncommercial transportation information~~ signs, of ~~not more than up to one (1)~~ square foot in area per sign, may be attached to the multi-modal transportation facility.
- (3) ~~Directional or instructional signs may be attached to the multi-modal transportation facility, provided that the total square footage shall not exceed ten (10) square feet in sign area for all such signs, and any individual directional or instructional sign attached to the facility shall not exceed a maximum of four (4) square feet in sign area.~~
- (4) The signs ~~permitted~~ allowed by this subsection shall not be illuminated and shall not include any flashing, moving, digital, video display or electronic changeable copy features.
- (G) *Design District Overlay.* The following additional ~~requirements~~ sign allowances shall apply to properties located within the Design District Overlay, as adopted by the city commission pursuant to section 316-10, and shall prevail in the event of conflict with other provisions of this article. It is the intent of the city commission that a district identification signage program shall be created to recognize, encourage and enhance the congregation of design-focused industry in the City of Dania Beach.
- (1) *District identification banner signs.* District identification banner signs are ~~permitted~~ allowed throughout the Design District Overlay. District identification banner signs shall be ~~permitted~~ allowed on private property, and may be ~~permitted~~ allowed on public property provided that the required governmental approvals are obtained. Such signage shall meet the following criteria:
- (a) Placement of a district identification banner sign shall require a building permit that must be reviewed by the community development director or his/her designee, and the CRA director.
- (b) All district identification banner signs shall include the name "Dania Beach" and shall display only the uniform design approved by the CRA director and community development director, as such design may be amended from time to time. The CRA director and community development director may impose additional conditions upon the posting and duration of use of district identification banner signs.
- (c) The maximum sign area of district identification banner signs shall be limited to 30" by 72". The city commission may approve a larger district identification banner sign, if it determines that the additional sign area is necessary to legibly identify all relevant information on the district identification sign at the subject location. Such request shall require submittal of a general development application and associated fees and shall be reviewed and processed by the community development director or ~~his/her~~ designee, prior to consideration by the city commission.
- (H) *PMUD and PMUD-SL.* Any specific signage regulations established by the approved Development Design Guidelines (DDG) for properties zoned PMUD or PMUD-SL supersede all conflicting requirements in the standards of this article 505 ~~pertaining to the number, height, area, dimensions, placement, and design of signs.~~ Sign Regulations, except that signs prohibited by article 505 shall remain prohibited.

(I) ~~PMUD-SL. Any specific signage regulations established by the approved Development Design Guidelines (DDG) for properties zoned PMUD-SL supersede all conflicting requirements of article 505, Sign Regulations, except that signs prohibited by article 505 shall remain prohibited.~~

Sec. 505-140. Signs exempt from certificate of compliance requirement.

(A) *Certificate of compliance required.* The erection or modification of any sign for which the building code requires issuance of a building permit shall also require a certificate of compliance. Any person planning to erect or modify a sign is responsible for determining whether the building code requires issuance of a building permit.

(B) *Exemptions.* A certificate of compliance is not required for the erection or modification of any sign that is exempt from the requirement to obtain a building permit pursuant to the building code, provided that such new or modified sign shall comply with all requirements of this article. Copy shall not be replaced such that the sign changes from an on-premises sign to an off-premises sign.

Sec. 505-150. Flagpoles and flags.

(A) Flagpoles and flags shall be ~~permitted~~ allowed in all districts subject to all applicable provisions of the code. Flagpoles in any residential district shall not exceed a maximum height of twenty (20) feet above grade. In all other zoning districts, the maximum height of a flagpole shall be the maximum structure height for the district in which the flagpole is located or forty (40) feet, whichever is less.

(B) Flagpoles shall not be placed on top of buildings or ancillary structures such as (but not limited to) light poles. Flags shall not be draped or folded over the sides of buildings, nor shall they be tied to the exterior of any building or window.

(C) The maximum dimensions of any flag shall be proportional to the flagpole height. The hoist side of the flag shall not exceed twenty (20) percent of the vertical height of the pole. In addition, flags are subject to the following dimensional limitations:

Maximum Flag Size by Pole Height

Pole Height	Maximum Flag Size
Up to twenty-five (25) feet	Up to twenty-five (25) total square feet
Greater than twenty-five (25) feet not exceeding forty (40) feet	Up to forty (40) total square feet

(D) Other than single-family residential lots which shall be ~~permitted~~ allowed one (1) flagpole per lot, each lot shall be allowed a maximum of three (3) flagpoles. A maximum of two (2) flags shall be allowed per flagpole. References to the number of flags and flagpoles and flag dimensions refer to both vertical flagpoles and mast-arm flagpoles (for example, staffs extending at an angle from a building). On United States and Florida holidays, there shall be no maximum flag size or number or other limitations on manner of display. This section shall not prevent marinas or boat docking facilities holding valid business tax receipts from displaying additional flags for navigation purposes as necessary.

1 **Sec. 505-160. Temporary signs.**

2 (A) ~~*Applicability.*~~ The following temporary Temporary signs shall be permitted in any zoning
3 districts, except as otherwise provided, and shall be subject to comply with the following
4 provisions in this section.

5 (B) *Requirements applicable to all temporary signs.*

6 (1) *Approval of temporary signs.* Temporary signs shall not require city review or
7 permitting unless the building code requires issuance of a building permit before the
8 sign can be erected, in which case the sign shall be approved in accordance with the
9 permitting procedures provided in section 505-190 (signage review, approval process
10 and fees) unless- specifically exempted in this section.

11 (2C) ~~*Removal; bond required.*~~ All temporary The maximum cumulative duration for display
12 of all temporary signs on a premises posted in accordance with this section shall be sixty
13 (60) days within any consecutive period of three hundred and sixty-five (365) days
14 removed no later that (7) days after the sign is no longer relevant to an issue or event of
15 a temporary duration, unless otherwise provided herein in this section.

16 (1) ~~*Application of bond requirement.*~~

17 (a) ~~Unless exempt under subsection (b) below, at the time that an application is made~~
18 ~~for placement of any temporary sign(s) the applicant shall provide a cash bond to~~
19 ~~the city, the condition of which is that all signs permitted in connection with the~~
20 ~~bond shall be removed by the applicant in accordance with the time limits provided~~
21 ~~in this section.~~

22 (b) ~~The bond requirement for temporary signs shall not apply to any person placing~~
23 ~~four (4) or fewer temporary signs none of which exceed a sign area of six (6) square~~
24 ~~feet per sign, or four (4) or fewer special event banners upon the premises of a~~
25 ~~special event, none of which exceed a sign area of eight (8) square feet per sign. All~~
26 ~~temporary signs posted pursuant to this subsection shall otherwise comply with the~~
27 ~~applicable regulations of this section.~~

28 (c) ~~Any person who posts temporary signs pursuant to an exemption from the bond~~
29 ~~requirement shall be subject to a \$25.00 penalty per sign which is placed in violation~~
30 ~~of this section or is not removed within the time frames established by this section.~~

31 (2) ~~*Payment of bond.*~~ Bonds shall be in the principal sum of one hundred dollars (\$100.00)
32 and the bond shall contain language that authorizes the city to use all or any part of the
33 principal of the bond to cover its expenses in removing the signs if the applicant for the
34 certificate of compliance does not remove the sign within this period of time. The
35 designated city official responsible for reviewing the temporary sign application
36 pursuant to section 505-190 (signage review, approval process and fees) shall forward
37 proof of the applicant's payment of the bond to the code compliance unit manager and
38 community development director. Candidates for political office who have qualified by
39 the petition method pursuant to F.S. § 99.095, seeking to post political campaign signs
40 shall be exempt from this bond requirement.

- (3) ~~Failure to obtain approval; removal of signs.~~ Failure If temporary signs are posted and the applicant has failed to obtain approval as required pursuant to this article, is a violation of this code. the code compliance unit manager is authorized and directed to cause the signs to be removed the sign immediately. The code compliance unit manager shall keep an estimate of department expenses in removing such signs and no certificate of compliance or building permit will later be granted to any applicant, unless the applicant first pays the expenses of removing such signs, as estimated by the code compliance unit manager. Candidates for political office who have qualified by the petition method pursuant to F.S. § 99.095, seeking to post political campaign signs, shall be exempt from this repayment requirement.
- (34) Responsibility for hazards; responsibility for removal of signs. It is the joint and several responsibility of ~~A~~ anyone who has installed a temporary sign, as well as the occupant ~~or~~ and property owner, ~~shall not to~~ remove all such signs upon the issuance of a hurricane watch for the city by the National Hurricane Center of the National Oceanic and Atmospheric Administration National Weather Service. Failure to remove such signs, which pose a hazard in hurricane conditions, within twenty-four (24) hours of the issuance of the hurricane watch is a violation of this code ~~shall cause the city to retain the bond related to the sign, if applicable, and remove the sign in accordance with the provisions of this section.~~
- (4) Illumination. Illumination of temporary signs is prohibited unless otherwise provided in this section.
- (5) Location. Temporary, single-face signs may be affixed directly, and parallel, to the surface of a building wall, the interior face of a window, a fence, or other structure. Single or double-faced signs may also be freestanding. Freestanding signs shall be set back at least five (5) feet from all property lines and rights-of-way.
- (E) Real estate signs. ~~The following real estate signs may be~~ are authorized freestanding attached to a fence or freestanding wall, or attached to a building or window facing streets and waterways during such time that a property or portion thereof is for sale, rent or lease.
- (1) Certificate of compliance: Required for all real estate sales signs except those within the E-1, RS, RD, NBHD-RES, and RO districts.
- (2) Maximum number: One (1) sign ~~per~~ for each street frontage and waterway frontage of a property, ~~and up to one (1) open house sign per lot.~~ One (1) additional sign is authorized only during times that a building on the property is actively open for inspection.
- (3) Maximum height: Six (6) feet ~~in the E-1, RS, RD, NBHD-RES, and RO districts and ten (10) feet in all other districts.~~
- (4) Maximum sign area for freestanding signs:
- (a) E-1, RS, RD, NBHD-RES, and RO districts: four (4) square feet with up to three (3) suspended strip signs of not more than one and one-quarter (1.25) square feet each, ~~and an additional, for open house signs,~~ three (3) square feet when a building on the property is actively open for inspection.
- (b) All other districts: Twenty-four (24) square feet.

- 1 (c) ~~Signs may be double-faced provided the information on both sides is identical.~~
- 2 (5) *Maximum sign area for ~~building and window signs that are not freestanding~~*: Three (3)
- 3 square feet.
- 4 (6) *Time period and duration*: Must be removed within seven (7) days of the sale or lease
- 5 of the ~~premises property or portion thereof upon which the sign is located~~. Open house
- 6 signs are only permitted while the owner or agent is on the premises.
- 7 (E) *Signs for properties with an active building permit*. The following signage is authorized
- 8 during the time that a building permit has been issued and remains active and unexpired.
- 9 *Construction/development signs*, may be freestanding, mounted upon a fence or freestanding
- 10 wall, or the side of a construction trailer.
- 11 (1) *Maximum number*: One (1) sign per ~~one hundred (100) feet of street frontage, not to~~
- 12 ~~exceed two (2) signs per street frontage in the E-1, RS, RD NBHD-RES and RO districts.~~
- 13 Two (2) signs per street frontage are permitted in all other districts.
- 14 (2) *Maximum height*: ~~Four (4) Six (6)-feet in the E-1, RS, RD NBHD-RES and RO districts,~~
- 15 ~~and ten (10)-eight (8) feet in all other districts.~~
- 16 (3) *Maximum signage area*: A total of six (6) square feet per street frontage in the E-1, RS,
- 17 RD, NBHD-RES, and RO districts and Thirty Two (32)-twenty-four (24) square-feet
- 18 per project sign in all other districts.
- 19 (4) *Time period and duration*:
- 20 (a) ~~Beginning with the city's acceptance and receipt of a complete application submittal~~
- 21 ~~for site plan approval for the development to which the sign pertains; or~~
- 22 (ab) Beginning with the city's acceptance issuance of and receipt of a complete
- 23 application submittal for a building permit for the development to which the sign
- 24 pertains, at the developer's option or where no site plan approval is required; and,
- 25 (be) ~~In all cases terminating~~ Terminating within five (5) days after the date upon
- 26 issuance a final of certificate of occupancy, provided is issued unless the building
- 27 permit expires first, in which case the that such signage shall be removed upon
- 28 expiration of the approved site plan or expiration of the building permit authorizing
- 29 the posting of the signage.
- 30 (F) ~~Temporary political and n~~*Noncommercial signs*. Temporary political and noncommercial
- 31 signs, ~~subject to the removal requirements of subsection (C) above,~~ are authorized as follows.
- 32 (1) On a property that contains only residential buildings, regardless of zoning district,
- 33 or on a vacant property that is located in a residential zoning district, one (1)
- 34 noncommercial temporary sign with a maximum of three (3) square feet in area and
- 35 four (4) feet in height is authorized for each street frontage, except as provided in
- 36 paragraph (4), below.
- 37 (2) On a property that is both within a residential zoning district and contains a
- 38 nonresidential building or principal use, one (1) noncommercial temporary sign up

1 to twenty-four (24) square feet in area and eight (8) feet in height is authorized for
2 each street frontage.

3 (3) On all other properties, one (1) noncommercial temporary sign up to twenty-four
4 (24) square feet in area and eight (8) feet in height is authorized for each street
5 frontage.

6 (4) Supplemental to the noncommercial sign allowances in this subsection, during each
7 period that is ninety (90) days prior to an election day, as such term is defined in
8 F.S. § 97.021:

9 1. The display of a noncommercial temporary sign shall not be counted for
10 purposes of the durational limitation set forth in paragraph (B)(2) of this
11 section, which otherwise limits the display of a noncommercial temporary sign
12 to no more than sixty (60) days in any consecutive 365-day period;

13 2. On a property that contains only residential buildings regardless of zoning
14 district, or on a vacant property that is located in a residential zoning district,
15 an additional fifteen (15) square feet of noncommercial temporary sign area is
16 authorized for each street frontage, without limitation as to the number of
17 signs.

18 3. Within five (5) days after each election day, any additional noncommercial
19 temporary signage authorized by this subsection shall be removed.

20
21 ~~of eight (8) square feet in area or less. Temporary political signs shall not be posted or displayed~~
22 ~~prior to the date of qualification of the candidate identified in such signs. For signs relating~~
23 ~~to any other ballot matter, such signs shall not be posted or displayed prior to the date of~~
24 ~~receipt by the office of the Broward County Supervisor of Elections of the ballot matter~~
25 ~~wording for printing on the ballot for the applicable election. All other temporary~~
26 ~~noncommercial signs without a specific timeframe for posting under this section shall be~~
27 ~~permitted to be posted no earlier than the date on which such signs become relevant to an~~
28 ~~issue or event of a temporary duration.~~

29 ~~(G) City-sponsored event signage.~~

30 ~~(1) Decorative banners and bunting. Such signs shall only be permitted by the city~~
31 ~~commission in connection with special events held in the city which are sponsored by~~
32 ~~the city and open to the general public, and shall be limited to information pertaining to~~
33 ~~the special event. In no case shall the banners or bunting be displayed more than thirty~~
34 ~~(30) days prior to the date of the event and seven (7) days after the event has concluded.~~

35 ~~(2) Banners or signs placed across any public street, park or other public way or property.~~
36 ~~Such signs shall only be permitted by the city manager on a temporary basis, on a finding~~
37 ~~that they are in connection with a special event being held in the city which is sponsored~~
38 ~~by the city and open to the general public. Such signs shall not be permitted to be~~
39 ~~displayed more than thirty (30) days prior to the special event and seven (7) days after~~
40 ~~the event has concluded. Information on the banner shall relate only to the special event,~~

1 and shall consist only of the event name, the date(s) of the special event, the time and
2 location.

3 ~~(H) Temporary special event signs, other.~~ Temporary special event signs for commercial uses are
4 permitted only for grand openings, semi-annual sales, licensed going out of business sales,
5 established legal holidays, and changes in ownership or management. Noncommercial
6 entities can only qualify for a legitimate, established activity or event directly related to their
7 function or purpose as determined by the director, including but not limited to, grand openings
8 and special promotions.

9 ~~(1) General provisions.~~

10 ~~(a) All signs shall be posted on the premises of the event.~~

11 ~~(b) Not more than two (2) special events with temporary signage are permitted to occur~~
12 ~~at any one time within a shopping center.~~

13 ~~(c) Signs may be illuminated subject to compliance with section 505-30.~~

14 ~~(2) Posting and removal.~~ Temporary special event signs shall be displayed not more than:

15 ~~(a) Thirty (30) days per event signage permit.~~

16 ~~(b) Three (3) days after the event has concluded, at which time all such signs must have~~
17 ~~been removed.~~

18 ~~(c) Sixty (60) days per twelve (12) month period for any occupant, provided that a~~
19 ~~minimum thirty (30) days is required in between the issuance of temporary signage~~
20 ~~permits.~~

21 ~~(d) Three (3) special event permits per twelve (12) month period for any occupant.~~

22 ~~(e) Two (2) simultaneous event signage permits per multiple-occupant development~~
23 ~~such as a shopping centers and business park.~~

24 ~~(3) Application.~~ The applicant shall submit a written application for the special event and
25 proposed signage to the community development department on a form to be provided
26 by the city, which shall provide the following information:

27 ~~(a) Nature of the special event.~~ The application shall include the location of the special
28 event and daily schedule of activities.

29 ~~(b) Duration of special event.~~ The application shall include dates of commencement
30 and termination of the special event.

31 ~~(c) Type of signage proposed.~~ The application shall include a description of signage
32 including dimensions, materials used, method of construction and placement
33 including dimensions from driveway, right of way and edge of pavement, list of
34 sign locations, proposed illumination, and such other information as the city may
35 require.

36 ~~(d) Number of signs.~~ The application shall specify the number of temporary special
37 event signs requested and shall conform to the applicable requirements for a
38 temporary sign bond, as applicable pursuant to subsection (C) of this section.

1 ~~(e) *Responsible agents.* The application shall identify the name and phone number of~~
2 ~~the sponsoring entity and principle contacts responsible for erecting and removing~~
3 ~~signage.~~

4 ~~(4) *Permitted signage.* Total signage for any special event shall not to exceed one hundred~~
5 ~~sixty (160) square feet of total signage and twenty (20) signs. The total permissible~~
6 ~~signage may be allocated among the different types of authorized signage, but is subject~~
7 ~~to the restrictions on size and number established below for each type of sign. For~~
8 ~~establishments with more than one building frontage, the longest such frontage that has~~
9 ~~a public entrance shall be utilized to calculate allowable signage area.~~

10 ~~(a) *Attached banner signs.*~~

11 ~~1. Two (2) square feet of banner signage is permitted for each foot of building~~
12 ~~frontage of the establishment having the special event, not to exceed fifty (50)~~
13 ~~square feet per building frontage.~~

14 ~~2. Banners must be attached to the façade of the establishment having the special~~
15 ~~event below the roofline and extending no closer than two (2) feet to the~~
16 ~~demising partition walls of the establishment, or may be attached to a fence or~~
17 ~~wall if the establishment is freestanding and not part of a multiple-occupant~~
18 ~~building or lot.~~

19 ~~(b) *Freestanding signs.*~~

20 ~~1. Freestanding signs are permitted in any yard fronting an arterial or collector~~
21 ~~street, provided that the yard is at least fifty (50) feet in depth.~~

22 ~~2. Two (2) square feet of freestanding signage is permitted for each foot of~~
23 ~~building frontage of the establishment for which the sign permit is issued, not~~
24 ~~to exceed six (6) feet in height and twenty (20) square feet per sign, and a total~~
25 ~~of sixty (60) square feet of sign area.~~

26 ~~3. The signs may be placed within any pervious area upon the lot on which the~~
27 ~~establishment having the special event is located, subject to all setback and~~
28 ~~clear sight distance requirements for freestanding signs. In the absence of~~
29 ~~pervious area adjacent to a street, only one (1) sign is permitted on a paved~~
30 ~~surface, which shall not be placed within a driveway, drive aisle, parking~~
31 ~~space, or public sidewalk (located within the public right-of-way or special~~
32 ~~purpose public sidewalk easement). Directional signs are permitted on~~
33 ~~adjacent lots if such lots are utilized as part of the event and included within~~
34 ~~the event permit.~~

35 ~~4. Such signs are not permitted in conjunction with banner signs attached to~~
36 ~~fences or freestanding walls.~~

37 ~~5. Freestanding signs may include vinyl banners placed on individual banner~~
38 ~~stands that are properly sized for the banners.~~

39 ~~(c) *Inflatable signs.*~~

1. ~~Inflatable signs are permitted only for grand openings and changes in ownership or management.~~
2. ~~Sixty (60) square feet of inflatable signage is permitted per event.~~
3. ~~The area of each inflatable sign shall be determined by multiplying its largest vertical dimension by its largest horizontal dimension.~~
4. ~~Inflatable signs may be attached to any structure or the ground. Maximum permitted height is twelve (12) feet above the surface to which attached, but in no event higher than thirty-five (35) feet above grade.~~
5. ~~The use of inflatable signs is limited to one event per twelve (12) month period for any given establishment.~~

(I) ~~Temporary garage sale signs.~~ The posting of garage sale signs shall be permitted if a garage sale license has been granted pursuant to chapter 21 "sales and auctions", article III "garage sales." Garage sale signs shall be posted in accordance with the following requirements:

- (1) ~~Sign area.~~ A garage sale sign shall not exceed four (4) square feet in area.
- (2) ~~Each sign shall display a registration sticker bearing the garage sale license number issued by the city.~~
- (3) ~~Placement of signs.~~ A maximum of two (2) garage sale signs may be placed on the property upon which the sale is located. Up to three (3) garage sale signs may be placed upon private property, with the consent of the property owner.
- (4) ~~Duration.~~ Garage sale signs may be posted only between the hours of 5:00 a.m. and 7:00 p.m. on the days the sale is licensed.

(G) Signs following issuance of a Certificate of Occupancy. Upon issuance of a Certificate of Occupancy, up to two (2) banner signs may be affixed to each arterial frontage of any building with four (4) or more stories. The banners shall:

- (1) Not exceed one (1) percent of the building facade on each arterial building frontage;
- (2) Not cover any fenestrated surface;
- (3) Be flush-mounted to a flat building surface;
- (4) Not extend below the third story of a building;
- (5) Not be illuminated; and,
- (6) Be removed within ninety (90) days of sign permit issuance;

Sec. 505-170. Nonconforming signs.

(A) Signs that were lawfully erected and rendered nonconforming by Ordinance No. 2012-009 are ~~permitted~~ allowed to remain and shall be properly maintained, subject to the following restrictions:

- (1) No such sign shall be enlarged, extended, relocated, moved, structurally altered, discontinued for a period exceeding ninety (90) consecutive days, replaced, nor

37 reconstructed or repaired after substantial damage as defined in section 710-20, unless it
38 is for the purpose of making the sign comply with this article. Any of the above actions
39 for a purpose other than to comply with this article shall nullify the nonconforming status
40 of the sign, and shall require full compliance with this article.

- 41 (2) Once a sign is replaced or made to conform with this article, its nonconforming status
42 shall be permanently lost.

43 (B) *Signs made nonconforming by previous ordinances.* The following provisions from prior
44 ordinances that replaced or amended the city's sign regulations are recited below for
45 informational purposes.

- 46 (1) Ordinance No. 25-98 declared the following types of signs to be nonconforming, and
47 required their removal no later than five (5) years from the date of adoption of the
48 ordinance:

49 (a) All roof signs, except integral.

50 (b) All pole signs, except those allowed in section 505-130 (special signage regulations
51 by location or type of use) and section 315-50 (signage for hotel overlay district) or
52 any pole sign determined by the community development director, based on a
53 reasonable analysis of the available information, to have been built prior to
54 annexation into the city, which is located within a county-owned right-of-way.

55 ~~(c) Painted wall signs, except those meeting the requirements of Section 505-90(V)(8),~~
56 ~~and other than murals.~~

- 57 (2) Any of the following types of signs that were rendered nonconforming as to size, height
58 or both, or other requirements of Ordinance No. 25-98, were required by Ordinance No.
59 25-98 to conform to the requirements of the ordinance no later than five (5) years from
60 the date of its adoption:

61 (a) All wall signs.

62 (b) All monument signs.

- 63 (3) All sign types which were lawfully erected and rendered nonconforming by Ordinance
64 No. 2003-44 were required to be removed or brought in to conformance with Ordinance
65 No. 2003-44 no later than ninety (90) days from the date of its adoption.

- 66 (4) Notwithstanding the provisions above, any pole sign determined by the community
67 development director, based on a reasonable analysis of the available information, to
68 have been built prior to annexation into the city and which is located within county-
69 owned right-of-way, shall be declared to be nonconforming, and shall comply with the
70 regulations set forth in article 710, nonconforming uses, structures and lots, except that
71 no improvements shall be made to the sign.

- 72 (5) Off-premises signs which are legal, presently in existence, used for outdoor advertising,
73 and located along any portion of the "interstate highway system" or the "federal-aid
74 primary highway system" as defined and regulated in F.S. ch. 479.

- 75 (C) *Removal of legally nonconforming signage.* All signage which is ~~legally nonconforming~~
76 under this section, including cabinets, raceways, wiring, and all other sign components, shall
77 be removed if no business, holding a current business tax receipt, has occupied the property
78 or tenant space for a period of six (6) months or more. Upon removal of such signage, the
79 structure ~~where to which~~ the sign was attached shall be restored.

80
81 **Sec. 505-180. Relief from requirements, sign variances.**

- 82 (A) A sign variance may be granted pursuant to the procedures and requirements of article 625,
83 except that the criteria for granting variances in section 625-40 shall be replaced with the
84 following criteria:
- 85 (1) The variance request is in harmony with the general intent and purpose of this article,
86 and is not contrary to the public interest, especially ~~with regarding to~~ the aesthetic impact
87 on the surrounding area; and
 - 88 (2) The variance is reasonably necessary for the sign to achieve the level of visibility and
89 effectiveness typical for conforming signs within the same zoning district in the city and
90 intended by this article; and
 - 91 (3) ~~The impaired visibility or effectiveness of the signage allowed in this article would result~~
92 ~~in unnecessary or undue hardship; and~~
 - 93 (4) ~~The hardship is not a result of the applicant's actions, financial hardship, or any~~
94 ~~inconvenience of complying with the code, but are a result of:~~
 - 95 (a) ~~Conditions that are unique to the land, building, site configuration; or~~
 - 96 (b) ~~Conditions that are unique to the configuration of the site in relation to adjacent~~
97 ~~sites or features; or~~
 - 98 (c) ~~Other unique conditions that are not self-created by the applicant.~~
 - 99 (35) The request is the minimum necessary deviation from the requirements of this article to
100 provide for reasonable and adequate sign visibility and effectiveness, with due
101 consideration for the aesthetic of the sign and its scale relative to that of buildings and
102 signs on the same and adjacent properties; and
- 103 (B) A sign variance shall not be granted to allow a type of sign that is prohibited in section 505-
104 50 (prohibited signs).
- 105 (C) An application for a sign variance shall be made with the community development
106 department. Notice shall be as provided in section 610-20 (table of public notice
107 requirements).
- 108 (D) The provisions of the building code pertaining to unsafe structures shall apply to signs that
109 were ~~permitted~~ allowed through the sign variance process.
- 110

1 **Sec. 505-190. Signage review, approval process and fees.**

2 (A) *Certificate of compliance required.* Prior to the erection, construction, alteration, relocation,
3 painting of a painted sign, or repair of any sign, a city certificate of compliance and building
4 permit must first be obtained for such work, unless such sign is exempt from the certificate
5 of compliance requirement pursuant to section 505-140, or exempt from the requirement to
6 obtain building permit pursuant to the building code. Failure to obtain a certificate of
7 compliance, if required shall be a violation of this section. An application for certificate of
8 compliance, if required, shall be submitted to the community development department and
9 processed in accordance with this section. No sign shall be approved for use unless it has been
10 inspected and found to be in compliance with all requirements of this article.

11 ~~(B) *Review and approval of temporary political and noncommercial signs.* An application to~~
12 ~~place temporary political and noncommercial signs of eight (8) square feet or less shall be~~
13 ~~made to the city clerk on a form prepared by the clerk. An applicant seeking to place more~~
14 ~~than four (4) temporary political or noncommercial signs, and any applicant seeking to place~~
15 ~~one (1) or more signs of six (6) square feet or more in size, shall post a bond in accordance~~
16 ~~with section 505-160 (temporary signs) of this article. Persons placing less than four (4)~~
17 ~~temporary signs that do not exceed six (6) square feet in size, shall be exempt from the bond~~
18 ~~requirements. The receipt for bond payment shall serve as a permit for placement of~~
19 ~~temporary political and noncommercial signs of eight (8) square feet or less.~~

20 ~~(BE)~~ The owner of all signs for which permits are required shall be responsible for permanently
21 affixing the permit number on all erected signs.

22 ~~(CD)~~ An application for certificate of compliance shall be submitted to the community
23 development department. The application shall include drawings and specifications as may
24 be required to fully advise the community development department with the location, size,
25 materials/appearance, color/manner of illumination, the number of signs applied for, and the
26 consent of the property owner.

27 (1) Upon submission of an application, staff shall have ~~twenty ten (2010)~~ ten (10) business days to
28 determine whether it is complete, and if not, to provide the applicant with written notice
29 of the deficiencies. Upon resubmission of the application within ninety (90) days of such
30 written notice, staff shall have ~~fifteen (15)~~ five (5) additional business days to determine
31 whether the applicant's revisions are sufficient to complete the application, and if not, to
32 again inform the applicant within the five (5) day period of any remaining deficiencies
33 in writing. This process shall continue until the applicant has submitted a complete
34 application or demands that the application be reviewed as is.

35 (2) If the applicant fails to resubmit within ninety (90) days of the City's written notice of
36 deficiencies, the application shall be considered withdrawn, and any subsequent
37 resubmittal shall be deemed a new application for the purpose of applying the timeframes
38 for review established in this subsection.

39 ~~(32)~~ The director shall review ~~all~~ of the information submitted to determine conformity with
40 this article, and any applicable conditions of a related development order, including but
41 not limited to, site plan, site plan modification or variance approval, including the

1 location of the proposed sign. Upon payment of the required fee, the director shall
2 approve or deny the application based on whether it complies with the aforementioned
3 requirements, within twenty (20) business days of determining the application is after
4 receipt of a complete application.

- 5 (3) The director shall prepare a written notice of decision, describing the applicant's appeal
6 rights, and mail it to the applicant. The applicant may file a written notice of appeal to
7 the city commission within ten (10) business days after the date of receipt of the director's
8 decision. The city commission shall hear and decide the appeal at the next available
9 commission meeting that is at least twenty (20) business days after the date of receiving
10 the written notice of appeal. If the city commission does not grant the appeal, then the
11 appellant may immediately seek relief in the Circuit Court for Broward County, as
12 provided by law.

13 (DE) *Time limitations for effectiveness of a certificate of compliance.*

- 14 (1) An application for a certificate of compliance pursuant to this article for any proposed
15 work shall be deemed to have been abandoned six (6) months after the date of filing for
16 the certificate, unless a certificate has been issued before then. One (1) or more
17 extensions of time, for a period not to exceed sixty (60) business days may be allowed
18 by the community development director, upon a written request and demonstration of
19 justifiable cause.
- 20 (2) Every certificate of compliance issued by the city pursuant to this article shall become
21 invalid unless the work authorized by such sign certificate is commenced within six (6)
22 months after its issuance, or if the work authorized by such certificate is suspended or
23 abandoned for a period of six (6) months after the time that the work has commenced. If
24 the work has commenced and the certificate is revoked, becomes null and void or expires
25 because of a lack of progress or abandonment, a new certificate covering the proposed
26 work shall be obtained before proceeding with the work.

27 (EF) *Revocation of certificate.*

- 28 (1) The community development director is authorized and empowered to revoke, in
29 writing, any certificate of compliance issued pursuant to this article, upon failure of the
30 holder of the certificate to comply with the provisions of this article, including
31 compliance with any related development order conditions, or if the certificate was
32 issued on the basis of misstatement of facts or fraud by the applicant.
- 33 (2) The written revocation shall describe the appeal process.
- 34 (3) The director shall send the written revocation by certified mail, return receipt requested,
35 to the sign owner.
- 36 (4) Any person having an interest in the sign or property may appeal the revocation, by filing
37 a written notice of appeal to the city commission, to be submitted in duplicate to the city
38 clerk and community development director within fifteen (15) calendar days after the
39 date of receipt of the director's written revocation.
- 40 (5) The city commission shall hear and decide the appeal at the next available commission
41 meeting that is at least thirty (30) calendar days after the date of receiving the written

notice of appeal. If the city commission does not grant the appeal, then the appellant may immediately seek relief in the Circuit Court for Broward County, as provided by law.

(F) *Fees.* Application fees shall be paid as provided by schedule on file in the office of the community development department and as established by the city commission by resolution from time to time.

Sec. 505-200. Reserved.

Sec. 505-210. Community redevelopment area design incentives Reserved.

(A) *Applicability.* Within the CRA, bonuses and design flexibility are available for signs that are consistent with this section.

(B) *Intent.* It is the intent of this section to enhance the identity of Dania Beach through signage that reflects the city's marine heritage and economy, or which contributes to the streetscape through exceptional design and substantial materials.

(1) *Thematic signs.* The City of Dania Beach has developed thematic signage concepts and sign design standards for nonresidential and mixed-use developments within its community redevelopment area that are intended to embody a common design language that embraces local design character, in order to create a memorable and distinctive image of Dania Beach. These concepts and implementing standards are explained and illustrated in this section. The city wishes to offer bonus signage and design flexibility in order to encourage new and replacement signs that creatively and imaginatively further these concepts through designs that are unique to each sign, yet provide for visual continuity of the theme throughout the CRA without the monotony of repetition.

(2) *Architectural signs.* The city wishes to encourage signage that is creative and uses high-quality materials. Recognizing the extra effort and cost required to create such a sign, the city seeks to reward this effort through an increase of size, and flexibility in the design and use of colors in signs.

(C) *Criteria for awarding signage incentives.*

(1) Thematic signs must embody and respect the design concepts of the architectural theme established in this section, but must be unique and original.

(2) Architectural signs, must have creative, sculptural designs using superior materials that build upon and enhance the architecture of the establishment or development that it identifies, and coordinate with the landscape architecture where placed. Additionally:

(a) Materials must exceed the standard plastic or plexiglass channel letters. Alternative materials of higher quality appearance include stainless steel, gold, titanium-plated stainless steel, and specialty aluminum. Signs can be floated on sculptural backgrounds of perforated aluminum or other materials instead of being bolted directly to a wall.

- ~~(b) Color creativity is encouraged.~~
- ~~(c) Lighting should be creative and integral to the design. Creative lighting might include front and rear illumination of letters, side lighting, outlining, projecting light off the background in a creative way, or the use of non-traditional light sources.~~
- ~~(d) Integration within the landscape is encouraged, such that signs may be designed and arranged to work together as part of an overall design that transcends the individual sign.~~
- ~~(3) All signs:~~
 - ~~(a) Reflect the architectural character of its associated building and its specific façade.~~
 - ~~(b) Respond to the immediate physical context by considering scale, proportions, character, uses, and viewing context.~~
 - ~~(c) Let architectural elements suggest the location of signage and frame the sign.~~
- ~~(D) Incentives that apply exclusively to nonresidential and mixed-use development within the CRA mixed-use zoning districts.~~
 - ~~(1) The following types of signs are permitted only as an incentive for producing signage consistent with this section.~~
 - ~~(a) Monument signs and private wayfinding signs on parcels that satisfy the requirements of subsection 505-90(D).~~
 - ~~(b) Projecting signs above the ground story.~~
 - ~~(c) Signage on the incline surface of awnings.~~
 - ~~(d) Marquee signs.~~
 - ~~(2) Bonus building sign area.~~
 - ~~(a) Bonus of one (1.0) square foot of building signage per linear foot of building frontage on all streets in the CC District, and primary streets in the SFED-MU, EDBB-MU and GTWY-MU districts.~~
 - ~~(b) Bonus of one-half (.50) square foot of building signage per linear foot of building frontage on all other frontages in the SFED-MU, EDBB-MU and GTWY-MU districts, and in the NBHD-MU District.~~
 - ~~(c) The bonus building sign area may be used for:~~
 - ~~1. Increasing the allowable wall or gallery edge signage area (or combination thereof) by up to twenty-five (25) percent.~~
 - ~~2. Projecting signs above the second story.~~
 - ~~3. Awning signage on the incline surface.~~
 - ~~4. Marquee signs.~~
 - ~~5. Doubling the allowable window signage area.~~

- (d) ~~In addition to the sign area bonuses, the city may allow flexibility as to the maximum number of colors and other design standards in section 505-40, subject to design review using the site plan approval process.~~
- (E) ~~Incentives that apply exclusively to areas of the CRA within commercial, or industrial zoning districts. The following signage is permitted only as an incentive for producing signage consistent with this section.~~
- (1) ~~Private wayfinding signs are permitted.~~
 - (2) ~~Twenty-five (25) percent monument sign area and height bonus applicable to all monument signs.~~
 - (3) ~~The maximum number of establishments that can be listed on a monument identification sign may be increased from the six (6) allowed by right, to a total of eight (8).~~
 - (4) ~~The maximum allowable wall signage or gallery edge signage may be increased by twenty-five (25) percent.~~
 - (5) ~~The allowable window signage area may be doubled.~~
 - (6) ~~In addition to the sign area bonuses, the city may allow flexibility as to the maximum number of colors and other design standards in section 505-40, subject to design review using the site plan approval process.~~
- (F) ~~Procedures.~~
- (1) ~~Architectural and thematic signs shall be proposed. However, a single establishment within a larger multi-establishment development that proposes such signage is not required to amend the uniform sign plan for the entire development.~~
 - (2) ~~All sign bonuses are subject to design review by the community development department pursuant to the process for small-scale site plans in subsection 635-70(C). This can be done at the time of site plan approval or subsequently, although the city encourages the consideration of signage at the time of building design in order to achieve the superior integration of signage with architecture intended herein.~~
 - (3) ~~Submittal materials.~~
 - (a) ~~Exhibits that explain and demonstrate why and how the sign submitted qualifies for this consideration.~~
 - (b) ~~Photos and/or drawings of the architecture of the site and a landscape plan for the site of the sign that complements the sign placement.~~
 - (4) ~~Approval criteria. See subsection (C).~~
 - (5) ~~Decision, appeal. The community development department will determine whether the signage proposal qualifies for bonuses based upon whether it finds that the proposed signage embodies the thematic elements established for the CRA, or qualifies as architectural signage. The department may utilize the services of a graphic design consultant with expertise in sign design to review the submittal. The applicant may appeal the decision pursuant to procedures and requirements of Article 615.~~

- (6) ~~Fee.~~ Fee deposit amount shall be established by resolution. The fee is intended to fully offset the cost of professional services in the review of the application, attendance at meetings, and coordination with city staff and the applicant. Any cost incurred by the city in reviewing the application, in excess of the fee deposit, shall be subject to cost recovery.
- (G) ~~General design standards.~~ All signs for which bonuses are sought must comply with this subsection. Deviations from "generally" applicable standards in this subsection are permitted only when the applicant demonstrates to the city's satisfaction that the deviation is consistent with the intent of this section. The standards in this subsection shall prevail over any conflicting standards in case of conflict.



Figure 505-1

- (1) ~~Stylized typefaces shall not be faddish or novel.~~
- (2) ~~Non-stylized typefaces should be easy-to-read types, such as Serif type for a traditional look, and Sans serif for a contemporary look (see Figure 505-1).~~
- (3) ~~Signs shall generally use title case, and may use small caps. All caps and all lowercase are generally not permitted.~~
- (4) ~~Symbolic and figurative signs shall not be used except on under-canopy signs.~~
- (5) ~~Dedicated blank space within the sign shall generally not exceed fifty (50) percent of the sign area.~~
- (6) ~~Part of an establishment's signage shall indicate the year that the business or institution was established, where applicable, the neighborhood/district the building is located in, and the date that historic buildings were constructed.~~
- (7) ~~Light fixtures shall be unobtrusive and complimentary to the building architecture. Gooseneck lights are most desirable.~~
- (8) ~~Use of HID lamps as a source of illumination is generally required.~~
- (9) ~~Custom exposed neon tubing may be permitted in projecting or wall sign types, only if used in combination with other materials for artistic accents or lettering.~~
- (10) ~~Glossy surfaces are generally prohibited.~~
- (11) ~~Signs shall be constructed of durable, easy to maintain high quality materials. Creative material use is highly encouraged.~~
- (H) ~~Supplemental design standards for specific sign types. The standards in this subsection shall prevail over any conflicting standards in case of conflict.~~

~~(1) Awning and canopy sign supplemental standards.~~

~~(a) Painted signage is encouraged.~~

- ~~(b) Signage on the incline surface (see Figure 505-2) of an awning is limited to forty (40) percent of the surface area. Signage shall be centered on the incline surface, and shall occupy not more than seventy (70) percent of the incline surface width.~~



Figure 505-2

~~(2) Monument sign supplemental standards.~~

~~(a) Figure 505-4 illustrates the thematic design for CRA monument signs.~~

- ~~(b) The sign shall be framed by some type of architectural detail, as illustrated in Figure 505-3.~~

~~(c) The following standards apply only within the CRA mixed-use districts:~~

- ~~1. One (1) monument identification sign is permitted for the first three hundred (300) feet of street frontage along which the sign will be located, plus one (1) additional monument identification sign of the same area for each full six hundred (600) feet of such street frontage.~~
- ~~2. Sign height is limited to six (6) feet along arterial streets, and (5) feet along all other streets.~~
- ~~3. The allowable sign height may be exceed by up to two and one-half (2.5) feet for decorative sign elements that are exclusive of the sign face.~~
- ~~4. Sign area is limited to thirty-six (36) square feet along arterial streets and shall be reduced according to subsection 505-40(I) along other streets.~~



Figure 505-3

(3) Private wayfinding sign:

(a) This type of sign shall be located and oriented to facilitate on-site wayfinding, and not for visibility from adjacent streets. The minimum required setback is forty (40) feet from any street line.

(b) Letter size shall not exceed four (4) inches.

(c) A sign location plan and details of all proposed wayfinding signs, including colors and type fonts that are coordinated with other development signage, must be submitted for city approval.

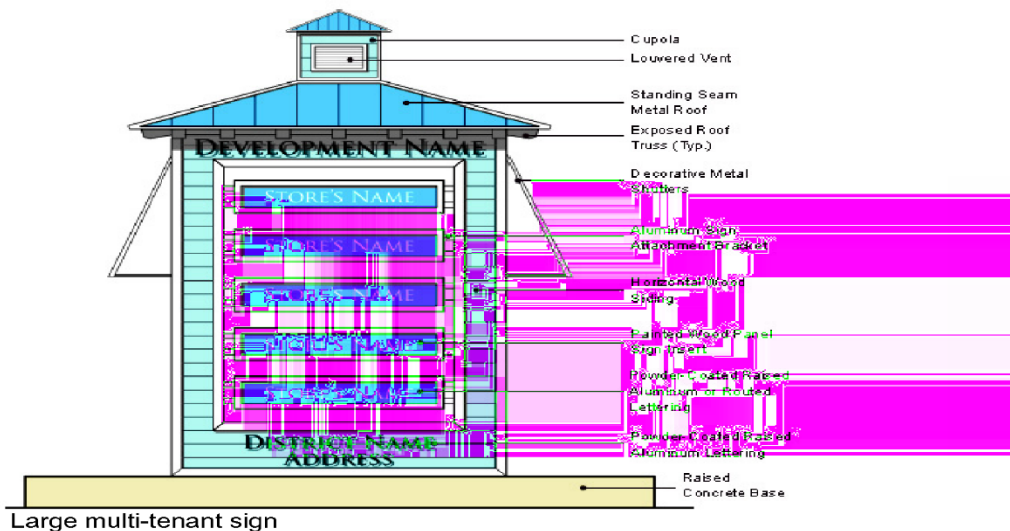
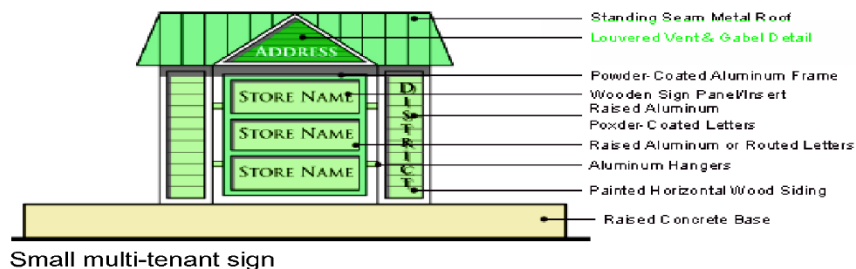


Figure 505-4

~~(4) Marquee sign supplemental standards.~~

~~(a) Signage is permitted on all sides of the marquee.~~

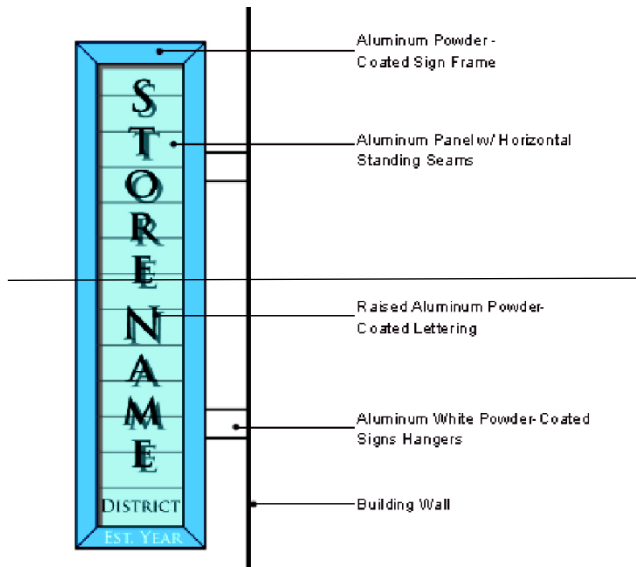


Figure 505-5

~~(b) A maximum sign area of thirty (30) square feet, or seventy (70) percent of the signable area of each face of the marquee is permitted, whichever is less. The changeable copy allowance in subsection 505-130(E) is permitted on each face of the marquee. The allowance may be transferred between sign faces.~~

~~(c) Minimum borders on all sides of the sign equal to at least fifteen (15) percent of sign's dimension shall be provided.~~

~~(5) Projecting signs.~~

~~(a) Permitted Allowed only for buildings constructed to the build-to-line within the CRA form-based zoning districts.~~

~~(b) Figure 505-5 illustrates the thematic design for CRA projecting signs.~~

~~(c) Location: must be entirely located above the ground story and not higher than forty (40) feet above grade.~~

~~(d) No part of the sign may project further than four and one-half (4.5) feet from the building wall.~~

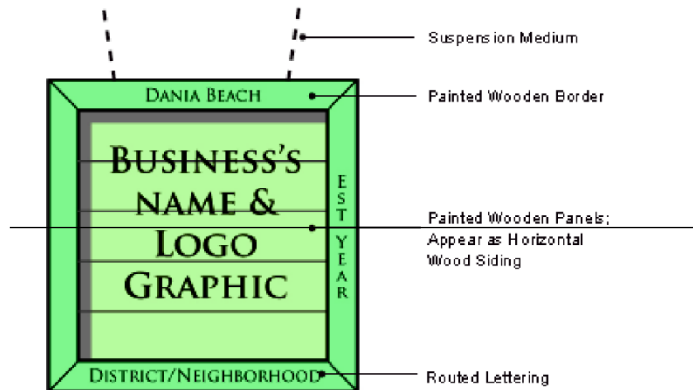
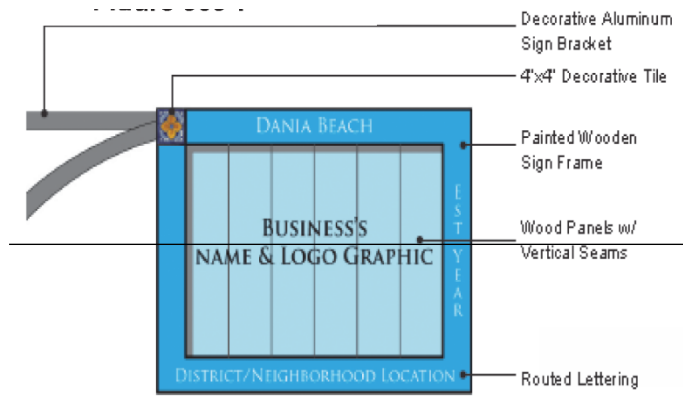


Figure 505-6

(e) ~~Maximum area is limited to thirty (30) square feet.~~

(f) ~~A minimum spacing of one hundred (100) feet is required between projecting signs.~~



Figure

505-7

(6) ~~Under canopy sign supplemental standards.~~

(a) ~~Figures 505-6 and 505-7 illustrate the thematic design for CRA under canopy signs.~~

(b) ~~Supports and brackets shall be attractive, thoughtfully scaled, and an integral part of the sign design.~~

(c) ~~Preferable materials are wood, metal, composite, and plastic.~~

(7) ~~Wall sign standard supplemental standards.~~

(a) ~~Figure 505-8 illustrates the thematic design for CRA wall signs.~~

(b) ~~Reverse channel lettering is encouraged. Other acceptable types are raised letter and channel letters.~~

(c) ~~One line of text is encouraged. A maximum of two (2) lines of text are permitted.~~

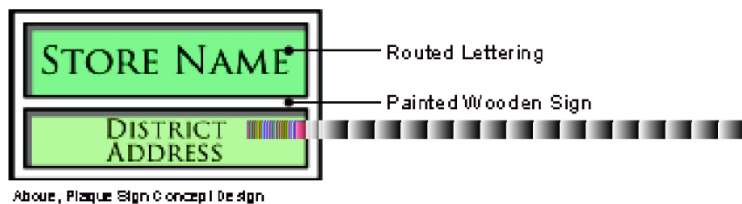
(d) ~~Sign height should not exceed two and one-half (2.5) feet.~~



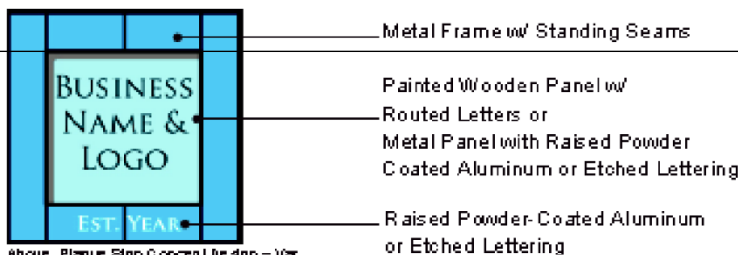
Figure

505-8

- (8) ~~Window sign supplemental standards.~~
- (a) ~~White is the preferred lettering color.~~
 - (b) ~~Creative and artistic signage is encouraged.~~
 - (c) ~~The use of non-permanent materials is discouraged.~~
 - (d) ~~One (1) sign is permitted per window pane or individual framed window area. Approved materials/application technique: paint (hand or mechanical), gold leaf, sandblasted, vinyl, silk-screen, and etching.~~
- (9) ~~Plaque sign supplemental standards. Figure 505-9 illustrates two (2) thematic plaque sign designs for the CRA.~~



Above, Plaque Sign Concept Design



Above, Plaque Sign Concept Design - Var.

Figure

505-9

Section 3. That if any section, clause, sentence, or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

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

Section 6. That this Ordinance shall be effective 10 days after passage on second reading.

PASSED on first reading on _____, 2024.

PASSED AND ADOPTED on second reading on _____ 2024.

First Reading:

Motion by: _____

Second by: _____

Second Reading:

Motion by: _____

Second by: _____

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Joyce L. Davis _____ _____

Commissioner Tamara James _____ _____

Commissioner Marco Salvino _____ _____

Vice Mayor Lori Lewellen _____ _____

Mayor Archibald J. Ryan IV _____ _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY



City of Dania Beach City Clerk Memorandum

DATE: 4/9/2024

TO: Mayor and Commissioners

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

VIA: Eve A. Boutsis, City Attorney

SUBJECT: Ordinance Amending Chapter 21 “Sales And Auctions”, Article III, “Garage Sales”, at Section 21-44. “Information To Be Filed”, to remove reference to filing information with the city clerk and replacing the reference with Code Compliance

Request:

To pass on first reading the ordinance amending Chapter 21 “Sales And Auctions”, Article III, “Garage Sales”, at Section 21-44. “Information To Be Filed”, to remove reference to filing information with the City Clerk and replacing the reference with Code Compliance.

Background:

The City has administered garage sales through Code Compliance. However, the Code reflects that the City Clerk is to receive garage sale applications. To be consistent with actual City practices, the reference to the City Clerk is stricken and Code Compliance is inserted, to comply with actual City practices.

Budgetary Impact

No budgetary impact anticipated.

Recommendation

That the City Commission approve the ordinance on first reading and schedule second reading, public hearing.

ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 21 “SALES AND AUCTIONS”, ARTICLE III, “GARAGE SALES” AT SEC. 21-44. INFORMATION TO BE FILED, TO REMOVE REFERENCE TO FILING INFORMATION WITH THE CITY CLERK AND REPLACING THE REFERENCE WITH CODE COMPLIANCE; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Code has a specific reference to the City Clerk in relation to the issuance of Garage Sale permits; and

WHEREAS, all Garage Sale permits are issued by the Department of Code Compliance; and

WHEREAS, the City Code should be modified to correctly reflect the department in charge of garage sales.

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

Section 1. That the preceding “WHEREAS” clauses are ratified and incorporated as a record of the legislative intent of this Ordinance.

Section 2. That Chapter 21, entitled “Sales and Auctions” of the City’s Code of Ordinances, is amended to read as follows:

Chapter 21 - SALES AND AUCTIONS

ARTICLE III. - GARAGE SALES

* * *

Sec. 21-44. Information to be filed.

The following information shall be filed with the Code Compliance Department ~~city clerk~~ on application forms provided by the city, pursuant to this article:

- (a) Name of person, firm, group, corporation, association, or organization conducting said sale;

- (b) Name of owner, association or management company of the property on which said sale is to be conducted, and consent of same if applicant is other than owner;
- (c) Location at which sale is to be conducted;
- (d) Number of days of sale;
- (e) Date, nature of any past sales conducted by the applicant or at the location;
- (f) Relationship or connection, if any, between the applicant and any other person, firm, group, organization, association, or corporation conducting said sale and the date or dates of such sale;
- (g) Whether or not applicant has been issued any other vendor's license by any local, state or federal agency;
- (h) Sworn statement or affirmation by the person signing that the information therein given is complete and true and known to him or her to be so.

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 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 the City. 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 _____, 2024.

PASSED AND ADOPTED on second reading on _____ 2024.

First Reading:

Motion by: _____

Second by: _____

Second Reading:

Motion by: _____

Second by: _____

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Joyce L. Davis _____ _____

Commissioner Tamara James _____ _____

Commissioner Marco Salvino _____ _____

Vice Mayor Lori Lewellen _____ _____

Mayor Archibald J. Ryan IV _____ _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY



City of Dania Beach City Attorney Memorandum

DATE: 4/9/2024

TO: Mayor and Commissioners

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

VIA: Eve A. Boutsis, City Attorney

SUBJECT: Amendment to Noise Ordinance

Request:

To approve on first reading an amendment to the noise ordinance and to move the item to second reading, public hearing.

Background:

The City Administration supports the further refinement of the City's Noise Ordinance to be consistent with updates in litigation based upon the application of noise ordinances. The City modeled a portion of its ordinance from the City of Miami Beach that had previously been challenged, and upheld in DA Mortgage, Inc. v. City of Miami Beach, 486 F.3d 1254 (11th Cir. 2007). More recently, the Florida Supreme Court, in State v. Catalano, 104 So.3d 1069 (Fla. 2012), upheld distance requirement in a noise ordinance. However, in January of 2024, there was a lower court decision striking certain language from the Miami Beach noise ordinance as unconstitutional in Kwartin v. City of Miami Beach, FLWSUPP 3111KWAR (Fla. 11th Jud. Cir. Jan. 22, 2024). That decision is currently on appeal. The City of Dania Beach, which had modeled a portion of its noise ordinance after the City of Miami Beach, in an abundance of caution, strikes the same language, thus preserving the constitutionality of the remainder of the ordinance, consistent with the above precedents. The language from the noise ordinance definitions section that is being stricken is listed below, and ensures that there is no inconsistency with the distance provisions authorized by the Florida Supreme Court:

Radios, televisions, phonographs, etc. The using, operating, or permitting to be played, used or operated any radio receiving set, television set, musical instrument, phonograph, or other machine or device for the producing or reproducing of sound in such manner as to disturb the peace, quiet and comfort of the neighboring inhabitants, ~~or at any time with louder volume than is necessary for convenient hearing for the person or persons who are in the room, vehicle or chamber in which such machine or device is operated and who are voluntary listeners thereto.~~ The operation of any such set, instrument, phonograph, machine or device between the hours of 7:00 p.m. and 7:00 a.m. in such manner as to be plainly audible at a distance of 100 feet from the building, structure or vehicle in which it is located shall be prima facie evidence of a violation of this section.

No other edits are proposed.

Budgetary Impact

None

Recommendation

That the City Commission approve the ordinance on first reading and schedule second reading, public hearing.

ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 17, ENTITLED “OFFENSES – MISCELLANEOUS”; AT ARTICLE IV ENTITLED “NOISE”; AMENDING SECTION 17-80 ENTITLED “DEFINITIONS” TO BE CONSISTENT WITH NEWLY ISSUED CASE LAW; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City seeks to update its noise ordinance to facilitate ease of use and application; and

WHEREAS, the City Administration supports the further refinement of the City’s Noise Ordinance;

WHEREAS, the City modeled a portion of its ordinance from the City of Miami Beach that had previously been challenged, and upheld in DA Mortgage, Inc. v. City of Miami Beach, 486 F.3d 1254 (11th Cir. 2007); and

WHEREAS, recently, in State v. Catalano, 104 So.3d 1069 (Fla. 2012), upheld distance requirement in a noise ordinance; and

WHEREAS, there was a recent lower court decision striking certain language from the Miami Beach noise ordinance as unconstitutional in Kwartin v. City of Miami Beach, FLWSUPP 3111KWAR (Fla. 11th Jud. Cir. Jan. 22, 2024), and the City of Dania Beach, in an abundance of caution strikes the same language, thus preserving the constitutionality of the remainder of the ordinance, consistent with the above precedents.

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 17 entitled “Offenses - Miscellaneous”, Article IV, entitled “Noise”, at section 17-01, entitled “Definitions,” is amended as follows:

* * *

CHAPTER 17
OFFENSES -MISCELLANEOUS

* * *

ARTICLE IV. NOISE

Sec. 17-80. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

* * *

Radios, televisions, phonographs, etc. The using, operating, or permitting to be played, used or operated any radio receiving set, television set, musical instrument, phonograph, or other machine or device for the producing or reproducing of sound in such manner as to disturb the peace, quiet and comfort of the neighboring inhabitants, ~~or at any time with louder volume than is necessary for convenient hearing for the person or persons who are in the room, vehicle or chamber in which such machine or device is operated and who are voluntary listeners thereto.~~ The operation of any such set, instrument, phonograph, machine or device between the hours of 7:00 p.m. and 7:00 a.m. in such manner as to be plainly audible at a distance of 100 feet from the building, structure or vehicle in which it is located shall be prima facie evidence of a violation of this section.

* * *

Unreasonably loud. Uninvited noise shall be deemed unreasonably loud if it is plainly audible to a receiving property at a distance of 100 feet and that plainly audible sound is determined to causes actual interference with a business, a person's peaceful enjoyment of a residence or the peace and tranquility of the surrounding neighborhood.

Uninvited noise. Noise not originating on the receiving property.

* * *

Section 3. That if any section, clause, sentence, or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 4. That 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 Mayor and City Commission of the City of Dania Beach, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of the City of Dania Beach, Florida. The sections of this

ordinance may be renumbered or re-lettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

Section 6. That this Ordinance shall be effective 10 days after passage on second reading.

PASSED on first reading on _____, 2024.

PASSED AND ADOPTED on second reading on _____ 2024.

First Reading:

Motion by: _____

Second by: _____

Second Reading:

Motion by: _____

Second by: _____

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Joyce L. Davis _____

Commissioner Tamara James _____

Commissioner Marco Salvino _____

Vice Mayor Lori Lewellen _____

Mayor Archibald J. Ryan IV _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY



City of Dania Beach City Attorney Memorandum

DATE: 4/9/2024

TO: Mayor and Commissioners

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

VIA: Eve A. Boutsis

SUBJECT: Charter Review Board Recommendations

Request:

To review the proposed recommended Charter Review questions presented by the Charter Review Board and to provide direction on same. Pursuant to Part I, Article 2, Section 3 of the City Charter and Section 166.031, Florida Statutes, the City Commission is to consider the recommendation of the Charter Review Board and provide direction as to any proposed ballot questions to be added to the ballot for the November 5, 2024 election.

Background:

On a personal note, I wanted to thank the Charter Review Advisory Board for all their help and cooperation during the charter review process. The Advisory Board Members were very attentive, diligent, and provided clear and concise direction to staff.

On March 14, 2023, the City Commission approved Resolution No. 23-025 creating the Charter Review Board, which consisted of the following members: A.J. Ryan, III, Chair; Luis G. Rimoli, Mimi Donly, Kemula Wright, Jennifer Harley, Bob Lizana, Joanna Granett (alternate), Gloria Black (alternate), Jay Dick (alternate). Charlotte Slaboda resigned a few months back due to conflicting obligations.

The Board met for nine (9) months and have made several recommendations to modify the City's Charter. There are several amendments proposed that would remove obsolete language or clarify the charter. These amendments would remove references to the obsolete language as to the old election schedule, which was March; it would removed reference to prior elections (allowing for the transition to the general election in November); remove obsolete language from prior nominations of City Commission candidates; removed language as to then (2012) incumbent elected officials term limit language; and correct a scrivener's error. The proposed substantive edits/questions are as follows:

- Correcting the City's legal description, map and boundaries to include the two parcels annexed into the City (Academy Bus site, and the FDOT parcel at the City's beach).
- Correcting the manager's power to reflect that she signs all checks for \$50,000.00 and under; and that the Mayor counter-signs all checks over \$50,000.00.
- Modifying the requirement that any expenditure over a \$1,000,000 be by ordinance to

require an ordinance for any expenditure over \$5,000,000.00.

- Clarifying that newly elected officials shall take office and are sworn in on the Tuesday, after the election, and removing obsolete provisions relating to the 2012 election, or the prior election cycle, which was March vs. the current November election dates.
- Modifying the requirement that elected official be a resident not one year, but two years prior to running for office.
- Modifying the requirement that board members be a resident not for six month but for a year prior to serving on a board.
- Clarifying inconsistent language regarding City Commission voting to recognize that some votes may require a 4/5 vs. 3/5 vote due to ordinance requirements.
- Modifying the notice and requirements for calling a special meeting to allow the mayor, vice mayor, manager or attorney to call a special meeting, and to authorize delivery of the notice via electronic means.
- Modifying the requirement for special meetings to reflect that emergency contracts valued over \$50,000.00 instead of \$25,000.00 be placed on the agenda?
- Updating the bond requirements for officers, clerks and employees to include insurance and bond language.
- Updating the public procurement piggyback authorization provision to be modified from 18 months to up to three years.
- Updating the notices to be published consistent with state law (allow the option to post on internet versus mailed notice).

The questions, and the short title are included in the draft ordinance attached to this memo. Once the City Commission decides on ballot questions, the ordinance will be presented to the City Commission and public hearings held. Under state law, for any ballot question, the question must be clear to the reader and consist of 75 words or less. The short title must consist of 15 words or less.

If the City Commission approves the draft questions proposed by the Charter Review Board, the City Clerk shall place the ordinance on an agenda for first reading. There shall be two readings and a public hearing of the proposed ordinance. The Charter Amendments shall become effective if the majority of the qualified electors voting on the specific Charter Amendment, as described in the ballot summaries. The language shall be considered adopted and effective upon certification of the election results. If conflicting Charter Amendments are adopted at the same election, the one receiving the greatest number of affirmative votes shall prevail to the extent of such conflict. The City Clerk and City Attorney are authorized to revise the Charter to the extent necessary to assure that any amendments adopted conform to one another and are properly included in the publication of the revised City Charter. Further, in the event that some, but not all, of the Charter Amendments are approved by the electors, conforming amendments shall be deemed to be adopted and the City Clerk and City Attorney are authorized to reflect and implement such revisions of the Charter, to the extent necessary to assure that all amendments adopted conform to one another and to all remaining Charter provisions. Thereafter, the City Clerk shall incorporate the adopted Charter Amendments into the City Charter and shall file the revised City Charter with the Office of the Secretary of State as required by Section 166.031, Florida Statutes.

Budgetary Impact

None

Recommendation

Provide direction for the drafting of an ordinance for the November 5th, 2024, election to update or amend the City's Charter.

ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, PROVIDING FOR THE SUBMISSION TO THE ELECTORS OF PROPOSED AMENDMENTS TO THE CITY CHARTER, PURSUANT TO SECTION 166.031, FLORIDA STATUTES, FOLLOWING CITY COMMISSION REVIEW AND CONSIDERATION OF CHARTER AMENDMENTS RECOMMENDED BY THE CHARTER REVIEW BOARD IN ACCORDANCE WITH PART I, ARTICLE 2, SECTION 3 OF THE CITY CHARTER; SUBMITTING PROPOSED CHARTER AMENDMENTS CONCERNING; CALLING FOR A SPECIAL ELECTION ON THE PROPOSED AMENDMENTS TO THE CITY CHARTER TO BE HELD ON TUESDAY, NOVEMBER 5TH, 2024 IN CONJUNCTION WITH THE GENERAL ELECTION BEING HELD ON SUCH DATE; PROVIDING FOR REQUISITE BALLOT LANGUAGE; PROVIDING FOR PROCEDURES FOR BALLOTING; PROVIDING FOR NOTICE; PROVIDING FOR RELATED MATTERS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CHARTER; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Part I, Article 2, Section 3 of the City Charter, the City of Dania Beach Charter Review Board has recommended that certain revisions are needed to the City Charter and has submitted its recommendations of proposed amendments to the City Charter to the City Commission; and

WHEREAS, pursuant to Part I, Article 2, Section 3 of the City Charter and Section 166.031, Florida Statutes, the City Commission has considered the recommendation of the Charter Review Board and has determined to submit to the electors of the City for approval or rejection only those amendments to the City Charter (the “Charter Amendments”) that are set forth in this Ordinance.

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

Section 1. Recitals Adopted. That the foregoing “**WHEREAS**” clauses are ratified and confirmed as being true and correct and they are made a specific part of this Ordinance.

Section 2. Charter Amendments. That pursuant to Section 166.031, Florida Statutes, and subject to the approval of the electors as described in Section 8(A) below, the City Charter of the City of Dania Beach, Florida, is amended, by amending the City Charter Sections described

below in Parts A - J, inclusive, of this Section 2, to read as follows¹:

Section 3. Election Called. That a special election is called for Tuesday, November 5, 2024, in conjunction with the general election being held on such date, to present to the electors of the City of Dania Beach (the "City"), each of the ballot questions provided in Section 4 of this Ordinance.

Section 4. Form of Ballot.

A. That the form of ballot for the Charter Amendments provided for in Section 2 of this Ordinance shall be substantially as follows:

Charter Amendment Ballot Questions

**(1) Shall a charter conflict for date of newly elected officials taking office be eliminated?
[Part II, Article I, Section 1]**

The City Charter currently conflicts on what is the start date for newly elected officials, and the conflict should be removed to reflect the start date of the second Tuesday of November, versus the second Monday of November, following the applicable election.

Shall the above-described Charter amendment be adopted?

[] YES

[] NO

**(2) Shall obsolete four-year staggered term election history be removed from the charter?
[Part II, Article I Section 2]**

The City Charter currently delineates the history for staggered, biennial, four year terms and the move from a March election to a November election cycle. It is proposed to remove the history and simply require staggered terms for commissioners.

Shall the above-described Charter amendment be adopted?

[] YES

[] NO

¹Proposed additions to existing Charter text are shown by underlining; proposed deletions from existing Charter text are shown by ~~strike through~~.

**(3) Shall obsolete term limit language as to prior elections be removed from the Charter?
[Part II, Article I Section 3]**

The City Charter currently provides the history for the application of term limits for the 2009 and 2012 elections. It is proposed that the Charter be amended to remove such language from the Charter as obsolete.

Shall the above-described Charter amendment be adopted?

☐ YES

☐ NO

(4) Shall the elected official residency requirement be increased to two years? [Part II, Article I Section 3]

The City Charter currently provides a one year residency requirement for elected officials to run for city office. It is proposed that the Charter be amended to require two years of residency.

Shall the above-described Charter amendment be adopted?

☐ YES

☐ NO

(5) Shall the requirement that any expenditure over a \$1,000,000 be by ordinance be amended to \$5,000,000.00? [Part II, Article 3, Section 2]

The City Charter currently provides a requirement that any expenditure over \$1,000,000 be by ordinance. It is proposed that the Charter be amended to require an ordinance for any expenditure over \$5,000,000.00, be approved by ordinance.

Shall the above-described Charter amendment be adopted?

☐ YES

☐ NO

(6) Shall obsolete reference to March versus November election be removed from the Charter? [Part II, Article I Section 5]

The City Charter currently provides history as to the biennial election process and that the biennial organizational meeting after each regular municipal election is held in March, and

should be modified to November, 2022, and every election thereafter. It is proposed that the Charter be amended to provide this clarification.

Shall the above-described Charter amendment be adopted?

☐ YES

☐ NO

(7) Shall inconsistent language regarding City Commission voting be clarified? [Part II, Article 3, Section 4].

The City Charter currently provides that ordinance or resolutions are adopted by 3/5 vote. However, the City's Charter (Article 3, Section 2) or code of ordinances may require a greater vote of the City Commission. It is proposed that the Charter be amended to provide this clarification.

Shall the above-described Charter amendment be adopted?

☐ YES

☐ NO

(8) Shall the notice and requirements for calling a special meeting be updated? [Part II, Article 6, Section 3]

The Charter currently provides that the mayor, any two members of the City Commission or the City Manager may call a special meeting noticed by hand delivery. The provision is to be clarified to remove seeking two members due to sunshine law requirements; adding in the City Attorney and Vice Mayor, and providing electronic notice delivery.

Shall the above-described Charter amendment be adopted?

☐ YES

☐ NO

(9) Shall the requirement for special meetings be updated to authorize contracts over \$50,000? [Part II, Article 6, Section 5]

The Charter currently provides that a special meeting of the City Commission requires a 4/5 vote when the purchase or contract exceeds \$25,000.00. As the City Manager's administrative authority to purchase or contract has been increased to \$50,000.00 without City Commission action, the 4/5 vote for a purchase or contract at a special commission meeting is recommended to be increased to purchases or contracts over \$50,000.00.

Shall the above-described Charter amendment be adopted?

☐ YES

☐ NO

(10) Shall the bond requirements for officers, clerks and employees be updated to include insurance? [Part III. Article 1, Section 4]

It is proposed that the Charter be amended to provide a clarification that the City may obtain a bond or insurance for all officers, clerks, or employees, at an amount determined by the City's insurance agent. It is proposed that the Charter be amended to provide this clarification.

Shall the above-described Charter amendment be adopted?

☐ YES

☐ NO

(11) Shall the public procurement piggyback authorization be modified from 18 months to up to three years old? [Part III, Article 4, Section 4(j)].

The City Charter currently provides for public procurement piggybacking on contracts issued within 18 months. The City would like to modify the provision to allow piggyback procurement within 3 years. It is proposed that the Charter be amended to provide this clarification.

Shall the above-described Charter amendment be adopted?

☐ YES

☐ NO

(12) Shall obsolete language from prior nominations of City Commission candidate be deleted? [Part VI, Article 1, Section 4].

The City Charter currently provides the specific nomination history for the March 2011 election, which language should be eliminated as obsolete. It is proposed that the Charter be amended to provide this clarification.

Shall the above-described Charter amendment be adopted?

☐ YES

☐ NO

(13) Shall duplicative language relating to Mayor and Manager executing contracts be eliminated? [Part VII, Article 3, Section 2].

The City Charter includes duplicative language as to requiring the Mayor and City Manager to sign contracts. That duplicative language is recommended to be deleted.

Shall the above-described Charter amendment be adopted?

☐ YES

☐ NO

(14) Shall the advisory board residency requirement be increased from 6 months to 12 months? [Part IX, Article 1, Section 1].

The Charter provides a six (6) month residency requirement for all advisory board members. The City is seeking to increase the residency requirement to 12 months.

Shall the above-described Charter amendment be adopted?

☐ YES

☐ NO

(15) Shall the mayor and manager sign contracts over \$50,000, and lesser contracts by Manager? [Part X, Article 4, Section 1]

Currently all contracts are to be signed by the City Manager, City Clerk and Counter-signed by the Mayor. The provision should be modified to reflect that all contracts and legal instruments over \$50,000.00 and should be signed by the Manager and Countersigned by the Mayor. All other contracts should be signed by the City Manager, or her designee. It is proposed that the Charter be amended to provide this clarification.

Shall the above-described Charter amendment be adopted?

☐ YES

☐ NO

(16) Shall the Charter be amended to authorize notices be published consistent with state law? [Part X, Article 6, Section 5]

The Charter provides that all legal notices shall be published in a newspaper of general circulation. Should the charter be amended to also authorize publication as authorized under State law.

Shall the above-described Charter amendment be adopted?

☐ YES

☐ NO

(17) Should Scrivener's Errors be removed from the Charter?

The City Charter currently contains certain scrivener's errors that should be corrected for clarity. It is proposed that the Charter be amended to provide this clarification.

Shall the above-described Charter amendment be adopted?

☐ YES

☐ NO

(B) The order of presentation of the above listed ballot items on the ballot may be revised pursuant to Section 8 below. The ballot questions and corresponding Notice of Election may be revised by Commission resolution.

Section 5. Vote at Polls. That balloting shall be conducted between the hours of 7:00 a.m. and 7:00 p.m. on the date of the election, and early and absentee balloting (also known as vote-by-mail ballot) shall also be permitted as provided in conjunction with the general election. Polling places shall be those polling places provided for the general election for the electors of the City, pursuant to applicable laws. All qualified City electors who are timely registered in accordance with law shall be entitled to vote. The City Clerk is authorized to obtain any necessary election administration services from the Broward County Supervisor of Elections. The County registration books shall remain open at the Office of the Broward County Supervisor of Elections office until October 7, 2024, as provided by law, at which date the registration books shall close in accordance with the provisions of the general election laws. The City Clerk and the Broward County Supervisor of Elections are each authorized to take all appropriate action necessary to carry into effect and accomplish the electoral provisions of this Ordinance.

Section 6. Notice of Special Election. That notice of the special election shall be published in accordance with Section 100.342, Florida Statutes, in a newspaper of general circulation within the City at least thirty (30) days prior to the election, the first publication to be in the fifth week prior to the election, and the second publication to be in the third week prior to the election, and shall be in substantially the following form:

“NOTICE OF SPECIAL ELECTION”

PUBLIC NOTICE IS GIVEN THAT PURSUANT TO AN ENABLING ORDINANCE DULY ADOPTED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA (THE "CITY"), AN ELECTION HAS BEEN CALLED AND ORDERED TO BE HELD WITHIN THE CITY ON TUESDAY, NOVEMBER 5, 2024, BETWEEN THE HOURS OF 7:00 AM AND 7:00 PM, AT WHICH TIME THE FOLLOWING CHARTER AMENDMENT PROPOSITIONS SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE CITY.

Those certain proposed amendments to the City Charter are commonly referred to by the following ballot titles:

- (1) Shall a charter conflict for date of newly elected officials taking office be eliminated?
- (2) Shall obsolete four-year staggered term election history be removed from the charter?
- (3) Shall obsolete term limit language as to prior elections be removed from the Charter?
- (4) Shall the elected official residency requirement be increased to two years?
- (5) Shall the requirement that any expenditure over a \$1,000,000 be by ordinance be amended to \$5,000,000.00?
- (6) Shall obsolete reference to March versus November election be removed from the Charter?
- (7) Shall inconsistent language regarding City Commission voting be clarified?
- (8) Shall the notice and requirements for calling a special meeting be updated?
- (9) Shall the requirement for special meetings be updated to authorize contracts over \$50,000?
- (10) Shall the bond requirements for officers, clerks and employees be undated to include insurance?
- (11) Shall the public procurement piggyback authorization be modified from 18 months to up to three years old?
- (12) Shall obsolete language from prior nominations of City Commission candidate be deleted?
- (13) Shall duplicative language relating to Mayor and Manager executing contracts be eliminated?

- (14) Shall the advisory board residency requirement be increased from 6 months to 12 months?
- (15) Shall the mayor and manager sign contracts over \$50,000, and lesser contracts by Manager?
- (16) Shall the Charter be amended to authorize notices to be published consistent with state law?
- (17) Should Scrivener's Errors be removed from the Charter?

Polling place information, as well as the full text of the proposed City Charter amendments and the enabling ordinance for this election, is available at the Office of the City Clerk, located at:

City Hall, City of Dania Beach
100 West Dania Beach Boulevard,
Dania Beach, Florida 33004.
Contact: Elora Riera, MMC, City Clerk

Section 7. Copies. That copies of this Ordinance proposing the Charter Amendments are on file in the office of the City Clerk located at 100 West Dania Beach Boulevard, Dania Beach, Florida 33004, and are available for public inspection during regular business hours.

Section 8. Effectiveness.

A. That the Charter Amendments provided for in Section 2 of this Ordinance shall become effective if the majority of the qualified electors voting on the specific Charter Amendment, as described in the ballot summaries of Section 4(A)(1)-(10) of this Ordinance, vote for its adoption, and it shall be considered adopted and effective upon certification of the election results. If conflicting Charter Amendments are adopted at the same election, the one receiving the greatest number of affirmative votes shall prevail to the extent of such conflict. The City Clerk and City Attorney are authorized to revise the Charter to the extent necessary to assure that any amendments adopted conform to one another and are properly included in the publication of the revised City Charter. Further, in the event that some, but not all, of the Charter Amendments are approved by the electors, conforming amendments shall be deemed to be adopted and the City Clerk and City Attorney are authorized to reflect and implement such revisions of the Charter, to the extent necessary to assure that all amendments adopted conform to one another and to all remaining Charter provisions.

B. That following adoption of the Charter Amendments, the City Clerk shall incorporate the adopted Charter Amendments into the City Charter and shall file the revised City Charter with the Office of the Secretary of State as required by Section 166.031, Florida Statutes.

Section 9. Implementation. That in accordance with those Charter Amendments which are adopted by the majority of the electors voting, the City Manager and City Officials having jurisdiction shall proceed to take any actions necessary to implement the revised City Charter.

Section 10. Inclusion in the Charter. That subject to the requirements of Section 8(A) above, it is the intention of the City Commission, and it is provided that the Charter Amendments shall become and be made a part of the Charter of the City of Dania Beach, Florida and that the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention.

Section 11. Canvassing of Election Returns. That the election returns of this election on the Charter Amendments shall be canvassed by the Broward County Canvassing Board, unless otherwise provided by law.

Section 12. Severability. That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 13. Codification. 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 14. Effective Date. That this Ordinance shall be effective 10 days after passage on second reading.

PASSED on first reading on _____, 2024.

PASSED AND ADOPTED on second reading on _____, 2024.

First Reading:

Motion by: _____

Second by: _____

Second Reading:

Motion by: _____

Second by: _____

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Joyce L. Davis _____ _____

Commissioner Tamara James _____ _____

Commissioner Marco Salvino _____ _____

Vice Mayor Lori Lewellen _____ _____

Mayor Archibald J. Ryan IV _____ _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

PART

I

CHARTER AND RELATED LAWS¹

Part I. The Municipality of The City of Dania Beach

ARTICLE 1. GENERAL PROVISIONS

Sec. 1. Existing municipality.

The existing municipal government of the City of Dania Beach, in the County of Broward and State of Florida, be and the same is continued in full force and effect.

Sec. 2. Title to property reserved.

The title, rights and ownership of all property, both real and personal, uncollected taxes, dues, claims, judgments, decrees, choses in action and all property and property rights held or owned by the municipality named "City of Dania Beach" shall continue to be vested in the municipal corporation organized under this charter.

Sec. 3. Obligations unimpaired.

No obligations or contracts of the municipality previously abolished, including bonds previously issued or any proceeding previously begun for any improvement, or for the borrowing of money, or issuing of bonds, shall be impaired or avoided by this charter, but such debts, obligations, contracts and bonds shall pass to and be binding upon the municipality being continued, and all such proceedings previously begun for the construction of any improvements or for the borrowing of money or issuing of bonds may be continued and completed and binding upon the municipality; and likewise all debts of and claims against the previously abolished and recreated municipality shall be valid against the municipality.

Sec. 4. Ordinances not impaired.

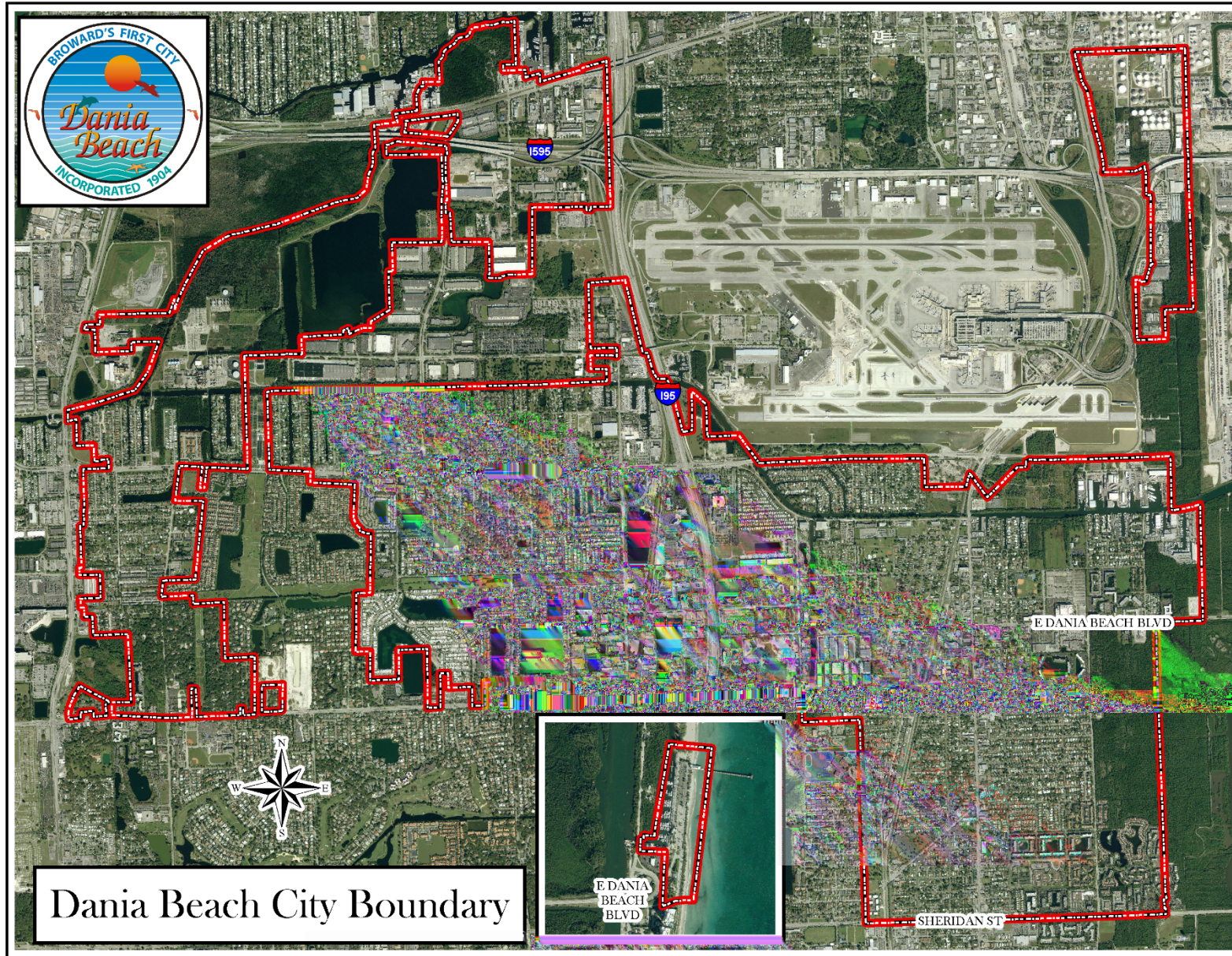
All existing ordinances and resolutions of the City, not in conflict with the provisions of this charter, shall continue in effect unless repealed, amended or modified by the City.

Sec. 5. Establishment of new municipality.

The inhabitants of the City of Dania Beach, as its boundaries are hereinafter designated and established, or as may hereafter be designated and established, shall continue to be a body politic and corporate, to be known and designated as the "City of Dania Beach," and as such shall have perpetual succession, may use a common seal, may contract and be contracted with, and may sue and be sued in all the courts of this state and in all matters whatsoever.

Sec. 6. Boundaries.

The corporate boundaries of the City of Dania Beach are those which exist and are in effect upon the date of adoption of this Section. A map of the City of Dania Beach depicting the boundaries as they exist upon the date of adoption of this Section and as they may be subsequently amended appears below and an official map shall be maintained by the City Clerk. A legal description of the municipal boundaries shall be maintained in the office of the City Clerk in lieu of being reprinted in this Charter.



Sec. 7. Reserved.

Sec. 8. Seal.

The official seal of the City of Dania Beach shall bear the legend "Dania Beach - Established 1904."

Sec. 9. Jurisdiction.

The jurisdiction and powers of the City of Dania Beach shall extend over all streets, alleys, sewers, parks and all lands within said such area, whether platted or unplatted, and the air above same; and to and over all waters, waterways, streams, submerged lands, water bottoms and wharves; and to and over all persons, firms and corporations, property and property rights, occupations, businesses and professions whatsoever, within such boundaries.

The title to and jurisdiction over all streets, thoroughfares, parks, alleys, public lots, sewers, within the city, and other property and municipal plants of the city now owned, possessed or operated by it, and all property of every kind and character which the city may hereafter acquire within or outside the city, or which may vest in it, or be dedicated to it, for its use or for the public use, shall be vested in the City of Dania [Beach], as created under this charter.

Sec. 10. Definitions.

As used in this charter, the following words shall have the following meanings:

- (a) The words "previously abolished municipality" shall mean the municipality formerly existing under the provisions of Chapter 12652, Laws of Florida, Special Acts of 1927.
- (b) The words "new municipality" shall mean the municipality established, continued and re-created in this Charter.
- (c) The word "and" shall also mean "or," and the word "or" shall also mean "and," wherever the contents shall so require.
- (d) The masculine pronoun shall designate and include the feminine, and the neuter, where the meaning so permits.
- (e) The word "person" used in the masculine gender, shall mean a male or female person, or legal corporate entity.
- (f) The term "city clerk" shall mean the "city clerk" of the City of Dania Beach, Florida.
- (g) The word "municipality" used in this Charter shall refer to the municipality of the City of Dania Beach unless otherwise indicated.
- (h) The words "city commission" shall refer to the city commission of the City of Dania Beach, Florida.

Sec. 11. Anti-discrimination.

The city shall not adopt any measure or policy or otherwise discriminate against any person due to age, race, religion, creed, color, national origin, physical or mental disability, sexual orientation, gender identity, sex, marital status, or familial status.

ARTICLE 2. CITY CHARTER

Sec. 1. Present charter.

This document shall be referred to as the charter of City of Dania Beach, a municipal corporation of Florida.

Sec. 2. Amendments to charter.

The charter of City of Dania Beach may from time to time be amended as provided by state law, including Section 166.031, F.S.

Sec. 3. Charter review board.

A charter review board shall be appointed by the city commission and shall convene at least every eight (8) years. Such board shall be authorized to place recommendations for changes to the charter before the city commission for consideration by the city commission for placement on an elective ballot, if a referendum is required by law to make the desired change or is requested by the board.

ARTICLE 3. POWERS OF THE CITY

Sec. 1. General powers of the city.

The City of Dania Beach as created, established and organized shall have full power and authority to exercise all of the powers of local self-government and municipal home rule; to do whatever may be deemed necessary or proper for the safety, health, convenience or general welfare of the inhabitants of the city; to exercise full police powers; and to do and perform all acts and things permitted by the laws of the State of Florida.

Sec. 2. Certain expenditures.

Any agreement, commitment or any other action of any kind, pursuant to which the city shall or may become obligated to expend more than ~~five~~ ~~one~~ million dollars (\$5~~1~~,000,000.00) in any funds available to the city, including funds made available to the Dania Beach Community Redevelopment Agency, either in connection with one transaction or cumulatively from a series of directly related transactions, or which has a direct net fiscal impact, as determined by the city finance director, upon any funds exceeding that amount, shall require a four-fifths ($\frac{4}{5}$) vote of the city commission, as authorized in advance by adoption of an ordinance. There shall be two (2) public hearings on the ordinance and notice of each such hearing shall be published in a newspaper of general circulation within the city, at least ten (10) days before each such hearing.

Sec. 3. Airport matters.

Any agreement of any kind to which the city may be a party, which affects any city residents and which involves any expansion, modification, addition to or change to or of any lands associated with the Fort Lauderdale-Hollywood International Airport, shall require a four-fifths ($\frac{4}{5}$) vote of the city commission, as authorized in advance by adoption of an ordinance. There shall be two (2) public hearings on the ordinance and notice of each such hearing shall be published in a newspaper of general circulation within the city, at least ten (10) days before each such hearing.

ARTICLE 4. FORM OF GOVERNMENT

Sec. 1. Commission-manager plan.

The form of government of City of Dania Beach, provided under this charter, shall be known as the "commission-manager plan."

Part II. Legislative Branch and Legislation

ARTICLE 1. CITY COMMISSION

Sec. 1. Creation of commission.

There is created a city commission consisting of five (5) commissioners who shall be elected at large in the manner provided in this charter and who shall take office on the second ~~Monday~~ Tuesday immediately following their election.

Sec. 2. Terms of commissioners.

~~The commissioners presently in office as of the effective date of this section, or their successors in the event there have been vacancies in office before the expiration dates of their terms, shall continue in office for the terms for which they were originally elected so that two (2) seats on the city commission will become vacant in 2011 and so that three (3) seats on the city commission will become vacant in 2012.~~

~~At the municipal election to be held in March, 2011, two commissioners will be elected, who will serve terms ending in November, 2014 (instead of March, 2015, when their terms would otherwise expire), due to the change in the regular municipal election date to November of even-numbered years, as provided by City Ordinance No. 2010-027. At the municipal election to be held in November, 2012, the terms of the three commissioners who were elected in March, 2009 will expire (instead of March, 2013, when their terms would otherwise expire), and three commissioners will be elected, who will serve four year terms. All terms after the November, 2012 election for all subsequent elections shall be four year terms. Staggered terms shall be maintained. Two Commissioners are elected every four years after November 2014; and three Commissioners are elected every four years after November 2012.~~

Sec. 3. Qualification of members.

- (a) To be eligible to hold the office of city commissioner of the City of Dania Beach, or to qualify for nomination or election as such, the candidate shall be a bona fide resident and citizen of the City of Dania Beach, a resident of the State of Florida, and a citizen of the United States of America; shall be duly qualified to vote at city, state and national elections; shall be over the age of twenty-one (21) years; shall have resided in the city for at least two (2) years ~~one (1) year~~ immediately preceding the date of election, as evidenced by City voter's registration documentation and shall be otherwise qualified as provided in this charter. Any commissioner who shall cease to possess the qualifications required in this section shall immediately forfeit his or her office.
- (b) No commissioner shall serve more than eight (8) consecutive years in office (or, but for resignation, would have served for such period of time). After a full two (2) year interval out of office, such person may serve additional terms, subject to the foregoing requirements. This provision shall be retroactive, and shall take into account the present and past terms of the presently-elected commissioners. The provisions of this section shall not apply to the time period served by a person who is appointed or elected to serve as a city commissioner to fill a vacancy occurring during a term. ~~The provisions of this Section 3(b) apply to the terms of commissioners~~

~~elected in March, 2009 and to those who are to be elected in March, 2011, even though their terms are or will be shortened by the change to regular municipal elections beginning in November, 2012, as provided by City Ordinance No. 2010-027.~~

Sec. 4. Judge of own elections.

The city commission shall be the judge of the election and qualification of its members, subject to review by the courts. At the time that the city commission meets to declare the results of any election any registered elector of the City of Dania Beach shall be entitled to file with the city commission an affidavit setting out the facts showing that a candidate has violated the provisions of this charter as to the manner of his or her election, or is otherwise unqualified to hold office, and the city commission shall take proof at such meeting and declare the results.

Sec. 5. Election of mayor and vice-mayor.

~~At the organizational meeting of the city commission to be held on Tuesday following the municipal election held in March 2011, and a~~At each biennial organizational meeting held after each regular municipal election ~~thereafter,~~ the city commission candidate receiving the highest number of votes in such election shall become mayor for a term of two (2) years. The candidate receiving the second highest number of votes shall become the vice-mayor for a term of two (2) years. Any vacancy in the office of mayor shall be filled by the vice-mayor and a vacancy in the office of vice-mayor shall be filled by a vote of the city commission.

Sec. 6. Powers and duties.

The commission shall have the power to pass ordinances, adopt resolutions and motions, appoint all appointive officers, boards and commissions, and exercise all other powers provided in this Charter and as otherwise provided by law.

Sec. 7. Limitations on powers.

All powers of the City of Dania Beach except as otherwise provided by this charter or by the constitution of the State of Florida, are vested in the city commission and except as otherwise provided by this charter or by the constitution of the State of Florida, the city commission may by ordinance or resolution prescribe the manner in which any powers of the city shall be exercised.

Neither the city commission nor any of its members nor anyone acting on behalf of any of them shall dictate the appointment of any person to office or employment by the city manager, or in any manner prevent the city manager from using his or her own judgment in selecting those officers or employees which he or she is entitled to appoint or select under the provisions of this charter. The commission and its members shall deal with the administrative service solely through the city manager, and neither the commission nor any of its members nor anyone acting on behalf of any of them shall give orders to the subordinates of the city manager, either publicly or privately.

Sec. 8. Forfeiture of office.

Absence by any commissioner from two (2) consecutive regular meetings of the city commission shall operate to vacate the seat of such member, unless such absence is excused by the city commission (an absence where a commissioner is hospitalized or for which a written physician's note is provided shall automatically be deemed an absence excused by the city commission). Any member of the city commission who shall be convicted of a felony while in office shall forfeit his or her office, unless such conviction be reversed. Any commissioner who shall cease to possess the qualifications required in this charter to serve as a city commissioner shall immediately forfeit his or her office.

ARTICLE 2. GENERAL PROVISIONS

Sec. 1. Legislative branch.

The legislative powers of the city shall be vested in and exercised by the city commission, consistent with the provisions of this charter, the Constitution of the United States of America and the State of Florida, and the laws and ordinances of the City of Dania Beach.

ARTICLE 3. ORDINANCES AND RESOLUTIONS

Sec. 1. Definition of "ordinance" and "resolution."

As used in this section, the following words and terms shall have the following meanings unless some other meaning is plainly indicated:

- (a) "Ordinance" means an official, legislative action of the city commission of the City of Dania Beach, which action is a regulation of a general and permanent nature and enforceable as a local law.
- (b) "Resolution" means an expression of the city commission of the City of Dania Beach concerning matters of administration, expression of a temporary character, or a provision for the disposition of a particular item of the administrative business of the city commission of the City of Dania Beach.

Sec. 2. Requirements as to form of ordinance or resolution.

Each ordinance or resolution shall be introduced in writing and shall embrace but one subject and matters properly connected with it. The subject shall be clearly stated in the title. No ordinance shall be revised or amended by reference to its title only. Ordinances to revise or amend shall set out in full the revised or amended act, section, subsection, or paragraph of a section or subsection.

Sec. 3. Publication of notice; waiver of notice under emergency conditions.

- (a) A proposed ordinance may be read by title, or in full, on at least two (2) separate days and shall, at least ten (10) days prior to adoption, be noticed once in a newspaper of general circulation in the City of Dania Beach. The notice of proposed enactment shall state the date, time and place of the meeting, the title or titles of proposed ordinances and the place or places within the limits of the City of Dania Beach where such proposed ordinances may be inspected by the public. The notice shall also advise that interested parties may appear at the meeting and be heard with respect to the proposed ordinance.
- (b) The city commission of the City of Dania Beach with a two-thirds vote may enact an emergency ordinance without complying with the requirements of paragraph (a) of this section.

Sec. 4. Members of the city commission required to constitute a quorum and enact ordinances or pass resolutions.

The majority of the members of the city commission of the City of Dania Beach shall constitute a quorum. The affirmative vote of three (3) members of the city commissioners shall be necessary to enact any ordinance or adopt any resolutions, unless this Charter of the City Code specifically requires a greater vote of the City Commission; and further provided that two-thirds of the membership of the city commission is required to enact an emergency ordinance. On final passage, the vote of each member of the city commission shall be entered on the official record of the meeting.

Sec. 5. Permanent record of ordinances and resolutions.

Every ordinance or resolution shall, upon its final passage, be recorded in a book kept for that purpose, and shall be signed by the mayor and the city clerk (or the deputy or acting city clerk in the absence of the city clerk).

Sec. 6. Code of ordinances.

The ordinances of the City of Dania Beach shall be codified into a "Code of Ordinances of the City of Dania Beach" and the existing ordinances of the City of Dania Beach may be revised, recodified and reprinted, and such revision or recodification may be enacted by a single ordinance.

ARTICLE 4. THE INITIATIVE

Sec. 1. Petition for proposed ordinance.

Any proposed ordinance, including ordinances for the repeal or amendment of ordinances then in effect, may be submitted to the city commission by petition signed by five (5) per cent of the total number of qualified electors in the municipality. All petitions circulated with respect to any proposed ordinance shall be uniform in character, shall contain the proposed ordinance in full, and shall have printed or written on them the names and addresses of at least twenty-five (25) electors who shall be officially regarded as having filed the petition, and shall constitute a committee of the petitioner for the purposes set forth in this Section. Each signer of the petition shall sign his or her name in ink or indelible pencil and shall place on the petition, opposite his or her name, the date of the signature and his or her place of residence by voting precinct, if any he or she has, and street number. The signatures to any such petition need not all be appended to one paper, but to each such papers there shall be attached an affidavit by the circulator of it, stating the number of signers to such part of the petition and that each signature appended to the paper is the genuine signature of the person whose name it purports to be, and that it was made in the presence of the affiant, and on the date indicated. It shall be the duty of the city attorney to draft such proposed ordinance in proper form when such petition shall be presented to him or her properly signed by twenty-five (25) electors.

Sec. 2. Time of filing.

All papers comprising a petition shall be assembled and filed with the city clerk as one instrument, within sixty (60) days of the date of the first signature, and when so filed, the clerk shall determine if same contains the necessary signatures, and if so, shall submit the same to the city commission at its next regular meeting, and provision shall then be made for public hearings upon the proposed ordinance.

Sec. 3. Demand for election.

The city commission shall at once proceed to consider such petition and shall take final action on it within thirty (30) days after the date of submission. If the city commission rejects the proposed ordinance, or passes it in a different form from that set forth in the petition, or fails to act finally upon it within the time stated, the committee of the petitioners, by written demand filed with the city clerk, may require that the proposed ordinance be submitted to a vote of the electors in its original form, if, with such demand, a petition for such election signed after the final action or inaction of the city commission is filed with the city clerk, bearing additional signatures of five (5) per cent of the electors of the city, none of whom were signers of the first petition. The city clerk shall immediately certify to the city commission the proposed ordinance, stating whether or not a special election is demanded in the petition, and the percentage of registered voters who signed the two (2) petitions.

Sec. 4. Time of holding election.

If an election is scheduled to be held not less than thirty (30) days and not more than sixty (60) days after the city clerk certifies that the petition bears the required number of signers, such proposed ordinance shall be submitted to a vote of the electors at such election. If no election is to be held within the time aforesaid, the city commission shall provide for submitting the proposed ordinance to the electors at a special election to be held not later than forty-five (45) days, nor earlier than thirty (30) days thereafter, if the petition for such ordinance and the petition for such election so demand, and if the signers of the two (2) petitions amount in the aggregate to at least fifteen (15) per cent of the registered voters of the city. At least ten (10) days before any such election, the city clerk shall cause such proposed ordinance to be published, in one issue of a newspaper of general circulation within the City and the official City website.

Sec. 5. Ballots.

If a majority of the electors voting on any such proposed ordinance shall vote in favor of it, it shall become an ordinance of the city. The form of ballot and method of voting on the proposed ordinance shall be subject to applicable election laws.

Sec. 6. Duty of city attorney.

Before any ordinance so proposed shall be submitted to the city commission, it shall be first approved as to its form by the city attorney whose duty it shall be to draft such proposed ordinance in proper legal language, if called upon so to do, and to render such other service to persons desiring to propose such ordinance as shall be necessary to make the same proper for consideration by the city commission.

Sec. 7. Amendments and repeals.

No ordinance passed by an electoral vote can be repealed or amended except by electoral vote, but an ordinance to repeal or amend any such ordinance may, by resolution of the city commission, be submitted to an electoral vote at any regular or special election, provided notice of intention to do so be published by the city commission not more than sixty (60) days nor less than thirty (30) days prior to such election, in the manner required for the publication of initiated ordinances. If an amendment is so proposed, such notice shall contain the proposed amendment in full. Such submission shall be in the same manner and the vote shall have the same effect as in cases of ordinances submitted to an electoral vote by popular petition.

ARTICLE 5. THE REFERENDUM

Sec. 1. Petition for repeal or amendment of existing ordinances.

Any existing ordinance of [the] City of Dania [Beach] or any section or related sections of the "Code of Ordinances of the City of Dania [Beach]" including any initiated ordinances, may be repealed or amended at a referendum election held and brought about in the same manner as the election upon initiated ordinances.

ARTICLE 6. MEETINGS OF THE COMMISSION

Sec. 1. Biennial organization meeting.

On the second Monday following the date of each biennial regular election, the city commission shall meet at the usual place for holding the meetings of the legislative body of the city, at which time the newly elected city commissioners shall take the prescribed oaths of office and assume the duties of their respective offices.

Sec. 2. Regular meetings.

The city commission shall meet regularly at such times as may be specified by resolution. It shall meet regularly not less than twice each month; provided, however, that by a motion adopted at a regular meeting the city commission may choose to cancel one or more meetings for reasons such as, but not limited to a summer recess or a holiday recess.

Regular meetings of the city commission shall be held at the usual place of holding meetings of the city commission; provided, however, that no more than four (4) regular meetings in any one (1) calendar year or any special meeting may be held elsewhere in the city under authority of a resolution previously adopted authorizing such meetings.

Sec. 3. Special meetings; how called.

The mayor, vice mayor (if the mayor is unavailable) ~~any two (2) members of the city commission, or the city manager, or the city attorney~~ may call special meetings of the city commission upon at least six (6) hours' written notice to each member, the city manager, city clerk, city attorney and chief of police, served personally, or left at his or her usual place of residence, or electronically issued.

Sec. 4. Meetings, minutes and procedure.

Meetings of the city commission shall be public, and any citizen shall have access to the minutes and records of them at all reasonable times and under the supervision of the city clerk. The commission shall prescribe its own rules, regulations and order of business, and shall keep minutes of its proceedings.

Sec. 5. Quorum and vote.

A majority of all members of the city commission shall constitute a quorum, but a less number may adjourn from day to day and compel the attendance of absent members in such manner and under such penalties as may be prescribed by ordinance. The affirmative vote of three (3) members shall be necessary to pass any ordinance on a reading or adopt a resolution, and the passage of all ordinances and resolutions shall be taken by "yeas" and "nays" and entered upon the minutes.

Any action taken at a special meeting to sell, lease or grant concession rights to city property as well as to purchase or to contract in excess of fifty thousand (\$50,000.00) ~~twenty five thousand dollars (\$25,000.00)~~ shall require a four-fifths (4/5) vote of the membership of the city commission for approval if placed on the agenda of a special meeting rather than on the agenda of one of the scheduled bimonthly regular meetings.

Part III. Administrative Officers and Departments

ARTICLE 1. EXECUTIVE AND ADMINISTRATIVE

Sec. 1. How constituted.

The executive, administrative, and legal advisory powers of the city, not otherwise provided for in the charter, shall be vested in and exercised by the following officers and boards, respectively:

- (a) Mayor
- (b) City manager

- (c) A city attorney
- (d) Advisory boards.

At the head of each department there shall be an officer of the city who shall have supervision and control of the department, subject to the city manager. Two (2) or more departments may be headed by the same individual, and the director of any department may also serve as a chief or superintendent in a division under a department. The work of each department, division or classification may be distributed under the direction of the city manager. The commission may by ordinance create, change and abolish departments.

Sec. 2. Compensation of officers and employees.

The city commission of the City of Dania Beach shall by resolution fix the compensation of the commissioners, the city manager, and of the city attorney.

Sec. 3. Oath of office.

Every elected official of the City of Dania Beach, Florida, shall, before entering upon the duties of his or her office, take and subscribe to an oath or affirmation to be filed and kept in the office of the city clerk, which oath shall be in the form prescribed, as follows:

OATH

I do solemnly swear (or affirm) that I am a citizen of the United States, and a resident of the State of Florida, and of the City of Dania Beach, Florida, and have all the qualifications as required by the charter for the office upon which I am about to enter; that I will support the Constitution of the United States, the Constitution of the State of Florida, and the laws and ordinances of the City of Dania Beach; and that I will faithfully perform the duties of the office upon which I am now about to enter.

Elected Official

Title of office:

Sworn to and subscribed before me on _____, ____.

Notary Public

Sec. 4. Official bonds/insurance.

The city commission shall determine and fix or provide for the bonds/insurance of all officers, clerks or employees required to furnish bond/insurance, as determined by the city's insurance broker ~~city commission~~. Where a bond/insurance is required, it shall be procured from a regularly accredited surety or insurance company, authorized to do business under the laws of Florida. The City shall pay the premium of such bonds, all of which shall be payable to the City and filed in the office of the city clerk.

ARTICLE 2. MAYOR

Sec. 1. Functions and duties of mayor.

The mayor or, in his or her absence or disqualification, the vice-mayor or mayor pro tem shall perform the following functions:

- (a) He or she shall preside at all meetings of the city commission and perform all duties consistent with the office, and shall have a voice and vote in the proceedings of the city commission, but no veto power. The mayor shall vote last upon the roll call of commissioners.
- (b) The mayor may use the title of mayor in any case in which the execution of legal instruments, writings, or other papers so require; but this shall not be considered as conferring upon the mayor any of the administrative or judicial functions of a mayor under the general laws of the state, except as provided in this Charter.
- (c) The mayor shall be recognized as the official head of the city by the courts for the purposes of serving civil processes; by the government in the exercise of military law; and by the public in general for all ceremonial purposes.
- (d) The mayor may take command of the police and govern the city by proclamation, under the direction of the city commission, during times of grave public danger or emergency, and the city commission shall be the judge of what constitutes such public danger or emergency.
- (e) The mayor shall exercise all the powers and duties of the mayor as may be conferred upon such official by the city commission in pursuance of the provisions of this charter, and no others.

ARTICLE 3. CITY MANAGER

Sec. 1. Appointment, qualifications, compensation; powers and duties; suspension and removal.

The city commission shall appoint a city manager who shall be the administrative head of the municipal government under the direction and supervision of the city commission. Such appointment shall require at least a four-fifths (⅘) vote. He or she shall be chosen on the basis of his or her executive and administrative qualifications, and shall be over the age of twenty-one (21). The city commission may require the city manager to be a resident of the city during his or her term of employment.

The city commission shall establish additional minimum requirements which serve as basic qualifications for the selection and appointment of a city manager. One such minimum requirement and qualification shall be that the appointee shall possess a degree in public administration or an equivalent degree, issued by an institution which has a nationally recognized accreditation. An "equivalent degree" shall, for purposes of this section, include the type of degree possessed by any department head who reports to the city manager, such as a degree in engineering or public finance. Any person who does not meet the foregoing minimum requirements and qualifications may be appointed as city manager, but such appointment shall require a four-fifths (⅘) vote of the city commission.

Compensation shall be established by a resolution of the city commission or may be prescribed by an employment contract.

The city manager shall exercise the powers and perform duties as prescribed by city ordinances, or an employment contract, or both, as well as those specified in Section 4, below.

A city manager may be suspended or removed from office with or without cause as prescribed by city ordinance, an employment contract, or both.

Sec. 2. Absence or disability.

During a prolonged absence or disability of the city manager, the city commission may by resolution designate some properly qualified person to temporarily execute the functions of the position. The person so designated shall have the same powers and duties as the city manager, and shall be known while so serving as the acting city manager. For periods of absence of a city manager not exceeding fifteen (15) business days, the city manager may designate in writing a qualified person to serve as the acting city manager.

Sec. 3. Right of city to enter into contract of employment.

- (a) Pursuant to a resolution, the city commission shall have the right to enter into an employment contract with the person it appoints as city manager. The employment contract shall not extend beyond a maximum period of three (3) years. The maximum three-year term shall not be extended by any amendment to a contract. Such contract may set the compensation to be paid. Any such contract shall include a provision which specifies that the contract shall be terminated automatically if the city manager (1) violates any one or more of the tenets of the International City Manager's Association (ICMA) code of ethics, as supplemented by applicable ICMA guidelines, or (2) in the sole opinion of the city commission, commits an act or exhibits misconduct which reflects discredit upon the city, or involves substance abuse, or (3) is found to have assisted an elected city official in the commission of an act which is in violation of any provision of the Florida Code of Ethics applicable to elected city officials, or (4) shall participate, actively or otherwise, in the candidacy of any person seeking elective office in the city, including the direct or indirect solicitation of campaign contributions or support of any kind for or against any candidate. However, a city manager whose contract is so terminated may be retained by the city commission to serve at the pleasure of the city commission. A city manager who wishes to challenge an automatic termination may do so. In such event, the city manager and the city commission shall resort to a mutually selected method of dispute resolution such as use of a hearing officer, mediation (as prescribed by the procedures promulgated by the Federal Mediation and Conciliation Service), arbitration, or

any other method which will result in a final and binding decision and resolution of the dispute. The cost of such method, including attorney fees, if any, shall be shared equally between the city and the city manager, but the prevailing party shall be reimbursed its share of such costs by the other party.

- (b) Any resolution pertaining to an employment contract with the city manager shall provide that the city shall not execute the contract until a public hearing concerning the contract is conducted by the city commission. Notice of such public hearing shall be advertised once only in a newspaper which is generally circulated in the city and such notice shall be published at least five (5) days before the hearing. At the conclusion of the hearing, the city shall have authority to execute the employment contract subject to any changes which may be made as the result of the hearing.
- (c) It shall not be mandatory on the part of the city commission to enter into an employment contract with the city manager and, in the absence of an employment contract, the city manager may be appointed by resolution of the city commission to serve at the pleasure of the city commission for whatever compensation such resolution may fix and determine.
- (d) If a city manager is appointed to serve at the pleasure of the city commission, the city manager may be removed from office for cause by a majority vote of the city commission; if removed without cause, a four-fifths ($\frac{4}{5}$) vote is required. "Cause" includes but is not limited to the grounds for termination identified in subsection 3(a) above.

Sec. 4. Powers and duties.

The city manager shall be responsible to the city commission for the proper administration of all affairs of the city coming under his or her jurisdiction, and his or her powers are:

- (a) To see that the laws and ordinances of the city are enforced.
- (b) To appoint or remove all department heads or directors, subordinate officers, and employees.
- (c) To exercise control and direct supervision over all departments and divisions of the municipal government.
- (d) To see that all terms and conditions imposed in favor of the city or its inhabitants in any public utility franchise are faithfully kept and performed, and upon knowledge of any violation of them, to call the same to the attention of the city attorney, whose duty it is made by this charter to take such legal steps as may be necessary to enforce the same.
- (e) To attend all meetings of the city commission, with right to take part in the discussions, but without having a vote.
- (f) To recommend to the city commission such measures as deemed necessary or expedient in the interest of the city.
- (g) To keep the city commission fully advised as to the financial conditions and needs of the city, and at the proper time to submit to the city commission for its consideration an annual budget.
- (h) To advise and consult with all officers and directors of the several departments of the city relative to the affairs of any such department, and to make recommendations to the city commission.
- (i) To perform such other duties as may be prescribed under this charter, or may be required by motion, direction, ordinance, or resolution of the city commission.
- (j) To purchase supplies, services, materials, and equipment for the various departments of the city government in an amount up to and including a monetary threshold (as established by the city commission by ordinance) whenever necessary and proper so to do. Purchases of supplies, services, materials, and equipment for the city government in excess of the established monetary threshold may be made by the city manager without competitive bidding and without advertisement for bids if the city manager is authorized to do so in advance by a resolution adopted by the city commission. Contracts for the purchase of supplies, services, materials and equipment for the city government in excess of the

monetary threshold shall be entered into or let by authorization and approval of the city commission, after advertisement for bids in one (1) or more governmental bid solicitation web sites (such as "Demand Star") and in a newspaper which is generally circulated within the city. Such advertisement is to be published once, not less than fifteen (15) days prior to the reception of bids. During unusual conditions or emergencies, the city commission may, by resolution, authorize the purchase by the city manager of designated supplies, services, equipment and materials in amounts in excess of the monetary threshold without competitive bids and without advertisement for bids.

In addition to the foregoing, the city commission may, by resolution, authorize the purchase of designated supplies, services, equipment and materials in amounts in excess of the monetary threshold without competitive bids and without advertising for bids if such purchases are made pursuant to a competitive bid obtained within the last three years ~~eighteen (18) months~~ (or as such bid may have been extended by the vendor, supplier, contractor or other similar person, ~~subject to the same conditions as the original bid~~) by other governmental entities, provided that any such purchase which exceeds a monetary threshold as established by the city commission by ordinance requires a four-fifths (4/5) vote of the city commission. Nothing in this paragraph (j) shall be applied in a manner which conflicts with the requirements of the Florida Statutes. The restrictions in this paragraph do not apply to services sought by the city which relate to cost recovery, as such cost recovery system is established by ordinance.

- (k) To prepare and submit to the city commission, within sixty (60) days after the close of each fiscal year, a complete report of the operation and business of the city for the preceding fiscal year.
- (l) To sign all checks, warrants, bonds, and agreements issued by the city subject to procedures as established by city ordinance.

ARTICLE 5. CITY ATTORNEY

Sec. 1. Appointment and qualifications.

The city commission shall appoint a city attorney who shall serve at the pleasure of the commission. He or she shall be a lawyer of at least two (2) years experience and practice in the courts of the State of Florida. He or she shall receive such compensation as the city commission may by resolution fix and designate.

Part VI. Registrations and Elections

ARTICLE 1. ELECTIONS

Sec. 1. Regular municipal elections.

Regular municipal elections shall be held at such time and in such manner as prescribed by City Ordinance consistent with the requirements of state law.

Sec. 2. Special elections for other purposes.

A special election, for a purpose other than the election of city commissioners, may be called by resolution at any time by the city commission, provided that fifteen (15) days intervene between the date of the adoption of the resolution and the date of the election, unless a different time is otherwise provided in this Charter or by law. Any

matter which by the terms of this Charter or by law may be submitted to the electors of the city at any special election, may be submitted and voted upon at any regular municipal election.

Sec. 3. Calling an election.

All elections shall be called by resolution of the city commission, and shall be conducted, except as otherwise specifically provided, under the rules of elections prescribed by the general election laws of the state, when not inconsistent with the provisions of this Charter. Should the city commission fail or refuse to call any election in due time, the city manager shall do so.

In the event due to hurricane, storm warnings or other disaster it shall be necessary or expedient in the opinion of the city commissioners, they may by resolution postpone the date of the holding of any regular or special election of the City.

Sec. 4. Nomination of candidates for city commission.

Any bona fide resident of the City of Dania Beach and of the State of Florida, and citizen of the United States of America who is a registered voter of City of Dania Beach and possesses the qualifications necessary to vote at city, state and national elections, and who is otherwise qualified to be a member of the city commission, as provided in this Charter, may be a candidate for the office of city commissioner by filing a verified notice of candidacy with the city clerk, within the applicable qualifying period as prescribed by law ~~(for the March, 2011 regular municipal election only, the qualifying period begins at noon on January 3, 2011 and ends at noon on January 10, 2011)~~, and by paying as a qualifying fee the sum of one hundred dollars (\$100.00) to the city clerk at such time, which money shall be used for the purpose of defraying the election expenses, and by paying any applicable statutory election assessment required by law. Such notice shall be in the following form:

NOTICE OF CANDIDACY FOR CITY COMMISSIONER

I, _____, residing at

(name of candidate) (resident address of candidate)

Dania Beach, Broward County, Florida, by this document give notice of my candidacy for the office of city commissioner of the City of Dania Beach, Florida, in the election to be held in the city on .
(date of election)

I do further state that I am a bona fide citizen of the United States of America, and a resident of the City of Dania Beach; and that I have resided in and have been a registered voter in the City of Dania Beach, for one (1) year immediately preceding the date of the election to be held; that I am over the age of twenty-one (21) years; that I have paid the qualifying fee for the office, and that I have fully satisfied all conditions precedent to such candidacy, pursuant to the provisions of the charter of the city.

(Signature of candidate)

State of Florida)

County of Broward)

Before me, the undersigned authority, this day personally appeared
(name of candidate)

who, upon being duly sworn, deposed and said: That he or she is the candidate referred to in the foregoing notice; that he or she is familiar with the contents of the notice, and that the facts and matters stated in it are true; and that he or she did sign the notice for the purpose specified in it.

(candidate)

Sworn to and subscribed before me on _____, ____.

Notary public
State of Florida
My commission expires:

Such person filing the notice, and after paying the qualifying fee as prescribed, if otherwise found to be qualified, shall be entitled to have his or her name printed upon the official ballot for such election.

Sec. 5. Reserved.

Sec. 6. Nomination and election.

The names of the candidates for nomination for the office of the city commission shall be placed upon the ballot and the candidates who receive the greatest number of votes at such election, equal to the number of places to be filled, shall be declared elected; provided, however that the person who receives the greatest number of votes shall be the mayor for a two year term, as provided in Part II, Article I, Section 5 of the Charter.

Sec. 7. Filling vacancies in the office of city commissioner.

If there is a city commissioner vacancy within one (1) year from the date of the last election, the vacant position will be offered to the next candidate who was not elected, who received the next highest number of votes at the last election. If that person declines or is unable to serve, the city commission shall appoint a qualified resident (who would otherwise qualify as a candidate) to fill the remainder of the term, with the appointment to occur within thirty (30) days of the vacancy; if the commission does not appoint within thirty (30) days, a special election will be held, within sixty (60) days.

If there is a city commissioner vacancy after one (1) year from the date of the last election, the city commission shall appoint a qualified resident to fill the remainder of the term within thirty (30) days; if the commission does not appoint within thirty (30) days, a special election will be held thereafter within sixty (60) days.

If there is a city commissioner vacancy which occurs within six (6) months before the next election, the city commission shall appoint a qualified resident to fill the remainder of the term within thirty (30) days; if the city commission does not appoint within thirty (30) days, the commission shall draw by lottery a name from a qualified "pool" of candidates (each commissioner will select the name of one candidate, and a name will be drawn from that pool by the city clerk).

Sec. 8. Interim government.

Should a condition arise where there should be no city commission serving, either through death, resignation or otherwise, in the interim until a special election can be called to fill such vacancies the city manager shall be the official head of the city and shall conduct the business usually transacted by the city commission; but he or she shall by proclamation call a special election at the earliest possible date. In the event of the inability or refusal of the city manager to serve in such capacity or to issue such proclamation within five (5) days after such condition arises, the city clerk shall do so.

Part VII. Finances and Taxation

ARTICLE 1. ANNUAL BUDGET AND LEVY

Sec. 1. Annual report and estimate.

The city manager shall, as near to September first in each year as practicable, submit to the city commission an annual report covering the fiscal year ending September thirtieth. In making such report the city manager shall estimate receipts and disbursements for the month of September, based on information in his or her possession. He or she shall also make an estimate of the expenditures and revenues of the city for the ensuing year. This estimate shall be compiled from detailed information, and its arrangement and classification of expenditures shall be as nearly uniform as possible for the main functional divisions and departments of the city, and shall give in parallel columns the following information:

- (a) Detailed estimate of the expense of conducting each department and division of the city government, including all public utilities, facilities and enterprises conducted by the city.
- (b) Expenditures for corresponding items during the two (2) fiscal years last past.
- (c) Amount of supplies and materials on hand.
- (d) Increase or decrease of demands for the ensuing year as compared with corresponding appropriation for the last fiscal year.
- (e) Such other information as required by the city commission or as the city manager may deem advisable to submit.
- (f) Estimates of revenues to be derived from sources other than ad valorem levy. The estimates so given, constituting the recommendation of the city manager as to the amounts necessary to be appropriated for the ensuing fiscal year, shall be supported with information giving the reasons therefor in such detail as may be necessary to afford the city commission a comprehensive understanding of the needs and requirements of the various divisions of the city government for the ensuing period. Sufficient copies of the annual report and estimate of the city manager shall be prepared so that there may be copies on file in the office of the city clerk for inspection by the public.

Sec. 2. Annual budget and appropriation.

As soon as practicable after the receipt of the annual report and estimate of the city manager, the city commission shall meet and carefully consider the same; shall determine and fix the amount necessary to carry on the government of the city for the ensuing year; shall by resolution adopt a budget setting forth the amount necessary to be raised for the various departments of the city; shall appropriate such amounts to the various departments; and shall determine the amount of applicable funds on hand, the estimated departmental revenues, and the amount of millage necessary to be levied.

Sec. 3. Power to levy.

The city commission shall have the power by resolution to raise such a sum of money by taxation, and to levy upon the taxable property in the city such a millage or tax, as it shall determine to be necessary in order to raise such sum for the operation of the municipality; the right to levy such additional taxes as may be necessary to pay interest on outstanding bonds or such bonds as the city may from time to time issue in accordance with law, and also to provide a sinking fund for the redemption of such bonds; and shall have the power to levy additional taxes for other purposes provided for in this charter and by the laws of the State of Florida.

ARTICLE 2. SPECIAL ASSESSMENTS FOR LOCAL IMPROVEMENTS

Sec. 1. State law adopted.

The city adopts by reference, the provisions of Chapter 170, Florida Statutes, relating to the assessment and collection of special assessments within the City.

ARTICLE 3. GENERAL PROVISIONS

Sec. 1. Checks and warrants.

The city commission shall by ordinance establish procedures to be followed by the Director of Finance to implement current banking procedures which comply with state law with respect to the payment of money on behalf of the City.

Sec. 2. ~~Contracts.~~ Reserved.

~~All contracts, bonds, certificates of indebtedness and legal instruments shall be signed by the city clerk and the city manager and countersigned by the mayor or acting mayor.~~

Sec. 3. City depositories.

The city commission shall from time to time in its discretion designate banks or trust companies as city depositories. Any bank acting as city depository shall make monthly reports to the city commission showing the balance on hand at the beginning of the month, the sums received and paid out during the month, and the balance on hand at the end of the month, and shall return with the report all checks or warrants properly cancelled, which the bank has paid during the month. The city commission may establish rules and regulations regulating the deposits, withdrawals of funds, security to be posted or provided by the depository, and other safeguards for the deposited moneys of the City ; providing that same shall not be inconsistent with the provisions of this Charter.

Sec. 4. Insurance reserve fund.

There is created and established for the City of Dania Beach a separate fund to be known and designated as "insurance reserve fund," and monies which may be placed in it from time to time shall be kept separate and apart from any and all other funds of the city. Funds or sums of money which may be placed in said "insurance reserve fund" shall be invested by the city manager in such securities or upon such collateral only as may be approved by resolution of the city commission, and shall be expended only for replacing, rebuilding, or repairing city property damaged or destroyed by flood, storm, fire or hurricane.

Part VIII. City Planning and Development

ARTICLE 1. CITY PLANNING AND ZONING BOARD

Sec. 1. Establishment and membership.

The "city planning and zoning board" of the City of Dania Beach, Florida, consisting of five (5) members and two (2) alternate members, is created and established. The members shall be appointed by the city commission and each shall serve at the pleasure of the city commission and each shall be a resident and qualified voter of the City of Dania Beach, Florida. In addition, the School Board of Broward County, Florida, is authorized to appoint a designee to serve as an ex-officio (non-voting) member of the board. Such appointee is not required to be either a resident or qualified voter of the City. Such board shall elect a chairperson and vice-chairperson from its members. The chief planning official of the City and City Attorney shall attend all board meetings. The board members shall serve without compensation. Regular meetings of the board shall be held monthly, and minutes of board meetings shall be kept and preserved, but special meetings may be called more frequently, if desired.

Part IX. Advisory Boards

ARTICLE 1. GENERAL PROVISIONS

Sec. 1. Creation.

The city commission may at any time by resolution create advisory boards and appoint members to them, who shall be residents of the City for a period of ~~six (6)~~ 12 months prior to their appointment. The members of such boards shall serve without compensation at the pleasure of the commission. Each board shall elect a chairperson and a vice-chairperson from its membership. Minutes of each meeting shall be prepared and filed with the city clerk.

Part X. Miscellaneous Provisions

ARTICLE 1. PUBLIC WORKS AND UTILITIES

Sec. 1. Service of utilities to consumers outside of city.

The city shall have power to supply water and sewer service for domestic and other purposes, to individuals, firms, corporations, and other municipalities outside of the city, and to charge and collect reasonable rates, prices and compensation for such services and the city may charge a rate not more than twenty-five (25) per cent higher to such consumers than is charged for a like class of service to a like class of consumers within the city limits.

ARTICLE 2. SALE OF PUBLIC PROPERTY

Sec. 1. Resolution declaring property not needed for public use.

Before any lands, the title to which is vested in the city, shall be sold, traded, exchanged, or otherwise disposed of, the city commission shall adopt a resolution at a regular meeting particularly describing the land by metes and bounds or reference to a recorded plat or government survey, its location by street number, if any, a description of all improvements, if any, located upon the land, declaring how the land has been used since it has belonged to the city, why it is no longer needed for public purposes, and containing a statement that the city declares it to be surplus and desires to sell, trade, exchange, or otherwise dispose of it. If the property is valued by a qualified appraiser at a value which is less than two hundred fifty thousand dollars (\$250,000.00), a majority vote of the city commission shall be required for such a resolution. If the property is valued by a qualified appraiser at a value between two hundred fifty thousand dollars (\$250,000.00) and five hundred thousand dollars (\$500,000.00), a four-fifths (4/5)

vote of the city commission shall be required to adopt such a resolution. If the property is valued by a qualified appraiser at a value which exceeds five hundred thousand dollars (\$500,000.00), a referendum election shall be held to determine whether or not such property should be sold, traded, exchanged, or otherwise subject to disposition. The provisions of this section shall not apply to vacations of streets, alleys, or utility easements, unless any such vacation involves land contiguous to any park. Despite any provision which is or may appear to be to the contrary in this article, however, these provisions shall not apply to lands located within the city community redevelopment area unless the existing or future lands are designated as parks or community facilities, as identified in the city comprehensive land use plan.

Sec. 2. Notice of sale.

Not less than thirty (30) days, nor more than sixty (60) days, after adoption of such resolution or the affirmative vote of the electors approving the sale or other similar disposition (referred to generally as a "sale" for purposes of this section and section 3, the land shall be offered for sale to the public, and a notice shall be published by the city in the official newspaper for two (2) issues before such date of sale, with the first publication to be made not less than ten (10) days before the date of sale, and the second publication one (1) week after the first, describing which date of sale bids shall be received and protest heard, if any. Sealed bids shall be received, accompanied by cashiers' or certified checks, or other forms of bid deposits approved by the city attorney, payable to the city in an amount equal to at least ten percent of the bid price. The city shall sell for cash to the highest and best bidder, but the city may reject any and all bids. Notwithstanding defects in the frequency of the publication of the notice of sale or in the dates on which the notice of sale was published, all sales of public property previously made by the city prior to the effective date of this section are ratified.

Sec. 3. Protests.

During the period of not less than thirty (30) days, nor more than sixty (60) days, intervening between the adoption of the resolution and the date of sale, taxpayers and electors of the city may protest or object to the sale, or propose other public uses for the property. The city commission may rescind its former action and repeal the resolution declaring that the property is not needed for public use. If before the date of the execution of a contract for the proposed sale, a petition is filed with the city clerk signed by five (5) percent of the electors (based on the number of electors registered to vote in the last preceding municipal election) objecting to the sale, no such sale shall be made until the sale of the property has been approved by a majority of the voters at a special election, which shall be called by the city commission by resolution. This provision shall not apply if the sale has already been authorized by referendum approval of the electors of the city.

Sec. 4. Power to sell.

Subject to the restrictive provisions of this article, the city commission is empowered to sell or dispose of any lands, improvements, public buildings, parks or other lands now owned or subsequently acquired by the city. The deed of conveyance may place such conditions, limitations, and restrictions on the use of such property by the purchasers as the city commission shall deem proper. Except as otherwise specified in section 1 above concerning property valued at less than two hundred fifty thousand dollars (\$250,000.00), a four-fifths (4/5) vote of the members of the city commission shall be necessary to approve such sales. This shall not impair the referendum requirement of section 1 above. The above restrictions shall not apply to the sale of cemetery plots in municipal cemeteries.

Sec. 5. Sale of surplus real property.

- (a) Notwithstanding the other provisions of this article, the City of Dania Beach shall have the right to exchange, sell or convey real property acquired by the City of Dania Beach through enforcement or foreclosure of City liens and transfer of Lands Available for Taxes from Broward County, in accordance with the procedures stated in part (b) below.
- (b) Procedures. The Commission must pass by resolution with a supermajority vote requiring four out of five Commissioners' assent, which resolution must include the following:

- (1) A determination that the real property is surplus property and acquired by the City in a manner described in part (a) above;
- (2) An authorization for the city manager to enter into an exclusive listing agreement for a period of six months, with a registered real estate broker, who has obtained a business tax receipt to do business in the State of Florida. The real estate broker shall be selected by lottery from among the qualified brokers and shall be paid a reasonable and customary real estate commission by the seller;
- (3) An appraisal of the real property by a state certified real estate appraiser with MAI designation;
- (4) An authorization for the city manager to enter into a contract for sale of the real property and to close the contract for sale, so long as the purchase price is not less than ninety percent (90%) of the appraised value;
- (5) The contract for sale of the real property executed by the city manager shall be contingent upon approval by majority vote of the city commission at an advertised public hearing held at a regularly scheduled commission meeting. If the fair market value of the surplus real property, as appraised by the state certified appraiser, is greater than \$100,000.00 then the contract for sale of the real property shall be contingent upon approval by a supermajority vote requiring four out of five commissioners' assent at an advertised public hearing held at a regularly scheduled commission meeting.

ARTICLE 3. LEASES

Sec. 1. Power.

Sec. 1.1: Leases for not more than one year. The city is empowered to lease or grant concessions for a period not exceeding one (1) year in any public property, upon a majority vote of the city commission. Included in properties which may be leased are public recreational facilities, tennis courts, recreational halls, football fields, baseball fields, playgrounds, public beaches, swimming pools, fishing piers, docks and wharves; the list enumerated is not exclusive but merely indicative of the class of public property deemed to be operated by the city in a proprietary capacity. The provisions of this section shall also be applicable to leases to civic or charitable organizations, public nonprofit corporations, and like organizations, for leases not exceeding one (1) year.

Sec. 1.2: Leases with governmental entities or agencies for governmental purposes. The city is empowered to lease to other governmental entities or agencies for governmental purposes, for periods of up to and including twenty-five (25) years, any property of the city, without the necessity for submitting the same to competitive bidding, upon such terms and conditions as the city commission shall by resolution determine. Any and all such leases previously entered into by the city are ratified and confirmed.

Sec. 1.3: Leases of parking spaces in parking facilities owned or operated by the city. Notwithstanding anything to the contrary in these provisions, the city is empowered to lease or concession, by negotiation and without competitive bidding, to private persons, firms or corporations for nonpublic purposes, parking spaces in parking facilities owned or operated by the city, for a period of not more than fifty (50) years.

Sec. 1.4: Leases for more than one year and up to but not more than twenty-five (25) years. The city is empowered to lease or concession to private persons, firms or corporations, for nonpublic purposes, any lands, improvements, public buildings, recreational parks or facilities, public beaches, public utility plants, or any public works or public property of any kind including air space over public property owned or operated by the city and not needed for governmental purposes, whether used in a governmental or in a proprietary capacity, for a period of up to but not exceeding twenty-five (25) years, plus such length of time, not to exceed five (5) years, if determined by the city commission to be reasonably necessary to complete construction of any improvements proposed for the premises to be leased by such persons, firms or corporations. Each lease shall be authorized only after a public hearing, under authority of a resolution duly adopted at a meeting duly held at a designated meeting, under the following conditions:

- (a) One (1) of the conditions for leasing such public property may be obligations of the lessee to construct on the property buildings or improvements to be used in connection with an existing facility, or to construct improvements on the property, if same is vacant, and in a manner not detrimental or harmful to the operation of any existing facility. In no event shall the fee title of the city be subordinated except upon terms and conditions as approved by the city commission.
- (b) The city commission shall adopt a resolution at a regular meeting of the city commission specifying the facility to be leased, described by a legal description and giving its location by street number, if any, and a description of all improvements, if any, located upon the land, and shall declare how the land and improvements have been used since they have belonged to the city and the reasons for offering such land and improvements for lease.
- (c) At any time, not less than thirty (30) days nor more than sixty (60) days after the adoption of such resolution, the land and improvements shall be offered upon competitive conditions for lease as desired and a notice shall be published by the city in the official newspaper for two (2) issues prior to the date set for receiving such bids for lease, with the first publication not less than ten (10) days before the date of receiving bids and the second publication one (1) week after the first, specifying the date when sealed bids shall be received by the city commission for the lease of the publicly owned lands and facilities. The sealed bids must be accompanied by a cashier's check or certified check payable to the city in an amount equal to at least ten (10) percent of the first year's proposed rental. The city commission, in offering such public property or public owned facility for lease, shall set out in the resolution and notice such terms and conditions as deemed pertinent under which the land, facility or both will be leased and the number of years for which the land, facility or both shall be leased. The city commission shall consider any and all proposals and accept the proposal which, in its judgment, shall be the most advantageous lease for the city, however, the city commission may reject any and all bids. Upon the city commission approving any proposal submitted as provided in these provisions, a proposal, if acceptable, shall be accepted by resolution, authorizing preparation of the lease, provided a valid referendum petition has not been filed. If before the day advertised for receiving bids for lease of such property, a referendum petition is filed with the city clerk signed by fifteen (15) percent of the city's registered voters, demanding a referendum election upon the question of leasing such land, facility or both, no lease shall be executed by city officials until after approval by a majority of the voters participating in such referendum election. Such referendum election shall be called and held as provided in this charter.
- (d) The resolution accepting the bid shall require the preparation of a form of lease for execution, embodying the terms and conditions of the bid and other legal requirements, for submission to the city commission at its next regular meeting or at a designated meeting. At least three (3) days before the meeting date, the lease shall be posted on a public bulletin board by the city clerk and each city commissioner shall be given a copy of the lease with a covering summary letter, provided, however, that in case of emergency, such procedure may be waived by the affirmative vote of three (3) of the city commissioners. The city attorney or city manager shall be required to give a summary of the lease to the public at such meeting which meeting shall be open to the public. The public shall have an opportunity to speak or object to the terms and conditions of such lease. If the city commission is satisfied with the terms and conditions of such lease, it shall adopt a resolution authorizing execution of such lease by the proper city officials upon compliance upon the part of the lessee. Amendments to such lease may be made from time to time by mutual consent, observing the same formality as in the original lease.

Sec. 1.5: Leases for more than twenty-five (25) years. Prior to the conveyance, assignment, lease or management agreement for a term of twenty-five (25) years or greater (including options), for any city land, facility or both, the city commission shall hold a minimum of two (2) public hearings, at least twenty (20) days apart, in order to obtain public input concerning the proposed conveyance, assignment, lease or management agreement. The first public hearing shall be held to determine whether to solicit offers or proposals for the subject land, facility or both. The second public hearing shall be held to rank the offers or proposals. The notice of a proposed conveyance, lease or management agreement for a term of more than twenty-five (25) years (including options), of any of the city's lands, facilities or both shall be advertised on the city's website at least ten (10) days prior to each public hearing. The city shall also post a sign on the real property, the facilities, or both, stating that it or they are subject

to the proposed conveyance, lease or management agreement, which includes the date, time and location of each public hearing and a telephone number to call for additional information. The sign shall remain on the subject site until after the final public hearing. The sign shall be posted in a location that is clearly visible from the adjacent rights-of-way.

Sec. 2. Form of lease.

All leases shall be for a definite period of time, shall be in writing and executed in duplicate. The form of lease shall be approved by the city attorney. Such leases shall be executed on behalf of the city by the officers of the city designated by charter to sign same, except that leases or concession rights for a period of time not exceeding one year may be signed in the name of the city by the city manager.

ARTICLE 4. CONTRACTS

Sec. 1. Execution.

All contracts, bonds, revenue certificates and legal instruments exceeding fifty thousand dollars (\$50,000.00), in which the City of Dania Beach is concerned or is a party, shall be signed by the city clerk and the city manager and countersigned by the mayor or acting mayor, except as otherwise provided in this Charter. All other contracts and legal instruments shall be signed by the City Clerk and City Manager or his/her designee, without any countersigning by the mayor or acting mayor.

Sec. 2. Approval by city commission of certain contracts.

The city shall have the right to contract for the disposal of garbage, trash, waste and all types of debris by direct negotiation for such services without competitive bidding and without advertisement for bids for periods of time not to exceed five (5) years, with the option to renew for one additional five (5) year period thereafter.

ARTICLE 5. INVESTIGATIONS

Sec. 1. By whom made.

The city commission or any committee formed or appointed by it, the city manager, or any advisory board appointed by the city commission for such purpose, shall have the power at any time to cause the affairs of any department or the conduct of any officer or employee of the city to be investigated; and for such purpose shall have the power to compel the attendance of witnesses and the production of books, papers and other evidence; and for that purpose summons or subpoenas may be issued by the presiding officers of the body, or by the officer making the investigation, and same shall be served by any officer authorized by law to serve such process. The authority making such investigation shall have the power to cause testimony to be given under oath, such oath to be administered by some officer having authority under the law of the state to administer oaths; and shall have the power to punish as for contempt any person failing or refusing to testify to any fact within his or her knowledge, or to produce any book or paper under his or her care or control, relating to the matter under investigation.

ARTICLE 6. GENERAL CLAUSES

Sec. 1. Saving clause.

The provisions of this Charter are severable, and if any section, part of section, paragraph, sentence, or clause of this Charter shall be adjudged by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of any other portion of it, but shall be restricted and limited in its operation and effect to that specific portion of it involved in the controversy in which such decision shall have been rendered.

Sec. 2. Charter and ordinances as evidence in courts.

The courts of this state shall take judicial cognizance of the charter and ordinances of the City of Dania Beach, Florida, and a certified copy or officially printed copy of the same shall be taken as evidence in any trial in which the same may be competent, without proof of the due passage and approval of it.

Sec. 3. Conflicting laws.

All laws or parts of laws, insofar as they are in conflict or inconsistent with the provisions of this Charter, be and the same are repealed.

Sec. 4. Effective date.

This Charter shall be in force and take effect as provided by law. Upon approval by the majority of electors voting, the amendments provided for in this Charter shall be effective as provided by the ordinance which submits the amendments to the electors for approval.

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.

CHARTER AND RELATED LAWS COMPARATIVE TABLE

The following table shows the disposition of legislation amending the charter as enacted in 1949, Ch. 25768, Laws of Florida:

Laws of Florida			Disposition		
Year	Chapter	Section	Pt./	Art./	Sec.
1949	25769	1	I	1	7
	25770	1	I	1	7
	27492	1	I	1	7
1951	29001	1	I	1	7
1953	29000	1	XII	2	3
		2	XII	2	5
	29002	1	I	3	4
	29009	1	I	3	4
	30689	1	I	1	7
1955	30690	1	I	1	7
	30691	1	V	1	1
	30692	1	I	1	7
1957	57-1253	1	I	1	7
	57-1254	1	I	1	7
1959	59-1201		XII	9	7
	59-1202	1, 2	VI	2	12
	59-1203	1	III	8	5
1961	61-2053	1	VII	3	11

	61-2054	1, 2	II	7	1
	61-2055	1	I	1	7
1965	65-1423	1	VI	2	11
	65-1424	1	III	10	1
	65-1425	1	XII	3	2
	65-1426	1	I	1	7
	65-1427	1	I	3	2(n)
1967	67-1256	1 Rpld	III	9	1
		2 Added	III	9	1
	67-1257	1	III	10	1
	67-1258	1 Rpld	V	2	9
		2 Added	V	2	9
		3	V	2	20
	67-1259	1 Rpld	XII	5	3
		2 Added	XII	5	3
	67-1260	1 Rpld	III	5	1—3
		Added	III	5	1—3
	67-1261	1 Rpld	III	3	1—4
		2 Added	III	3	1—4
	67-1262	1 Rpld	II	1	
		2 Added	II	1	1—8
		3 Rpld	VI	2	2
		4 Added	VI	2	2
		5—7	VI	2	13
	67-1263	1 Rpld	V	1	3
		2 Added	V	1	3
		3	V	1	6
	67-1264	1	I	1	7
1971	71-596	1	I	1	7
1978	78-496		I	1	7(15)
1981	81-397		I	1	7(16)
1983	83-396		I	1	7(17)
1990	90-483	2(a)(Exhibit 1)	I	1	7(51)
		3(d)(Exhibit 3)	I	1	7(51)(note)
		5(b)(Exhibit 6)	I	1	7(52)
1996	96-535	2	I	1	7(58)
		3	I	1	7(59)
2000	2000-474	1, 3, 4	I	1	7(60)— (62)

Ordinance Number	Date	Section	Disposition Pt./	Art./	Sec.
33	12- 4-73	1 Rpld	II	3	1—6
		3—8 Added	II	3	1—6
48	5-20-74	1	VII	5	15
51	10-30-74	1 Rpld	IX	1	5
		Added	IX	1	5

53	10-21-74		VI	2	16
84	3-17-76	1	III	3	4(j)
90	6- 1-76	2 Rpld	VII	4	1
160	10-25-77	1	IX	3	3
171	4-11-78	1	III	3	4(j)
183	6-27-78	1 Rpld	XII	4	1, 2
		2 Added	XII	4	1, 2
248	9-23-80	1	III	1	1(k)
15	7-26-83	1	III	4	2
16	7-26-83	1	III	3	4(j)
		2	XII	5	3
58-85	12-17-85	1	I	1	7(18)
06-86	2-11-86	1	VII	6	1
07-86	2-11-86	1	III	1	2
08-86	2-11-86	1	III	1	3
09-86	2-25-86	1	I	1	7(19)
18-86	4-22-86	1	I	1	7(20)
40-86	9-23-86	1	III	3	4(j)
		2	XII	5	3
46-86	11-25-86	1	I	1	7(21)
03-87	3-17-87	1	I	1	7(52)
13-87	6- 9-87	1	I	1	7(22)
14-87	6- 9-87	1	I	1	7(23)
04-88	2- 9-88	1	II	3	3(a)
07-88	2-23-88	1	I	1	7(24)
32-88	7-12-88	1	I	1	7(25)
37-88	8-23-88	1	I	1	7(26)
38-88	8-23-88	1	I	1	7(27)
39-88	8-23-88	1	I	1	7(28)
51-88	9-27-89	1	I	1	7(29)
52-88	9-27-89	1	I	1	7(30)
73-88	11-22-88	1	XII	3	1, 2, 4
75-88	11-22-88	1	XII	4	1(c)— (e)
01-89	1-10-89	1	I	1	7(31)
02-89	1-10-89	1	I	1	7(32)
03-89	1-10-89	1	I	1	7(33)
04-89	1-10-89	1	I	1	7(34)
05-89	1-10-89	1	I	1	7(35)
14-89	2-14-89	1	I	1	7(36)
15-89	2-14-89	1	I	1	7(37)
16-89	2-14-89	1	I	1	7(38)
17-89	2-14-89	1	I	1	7(39)
18-89	2-14-89	1	I	1	7(40)
19-89	2-14-89	1	I	1	7(41)
20-89	2-14-89	1	I	1	7(42)
21-89	2-28-89	1	XII	4	1(f)
44-89	9-26-89	1	VII	5	1
58-89	12-12-89	1	I	1	7(43)

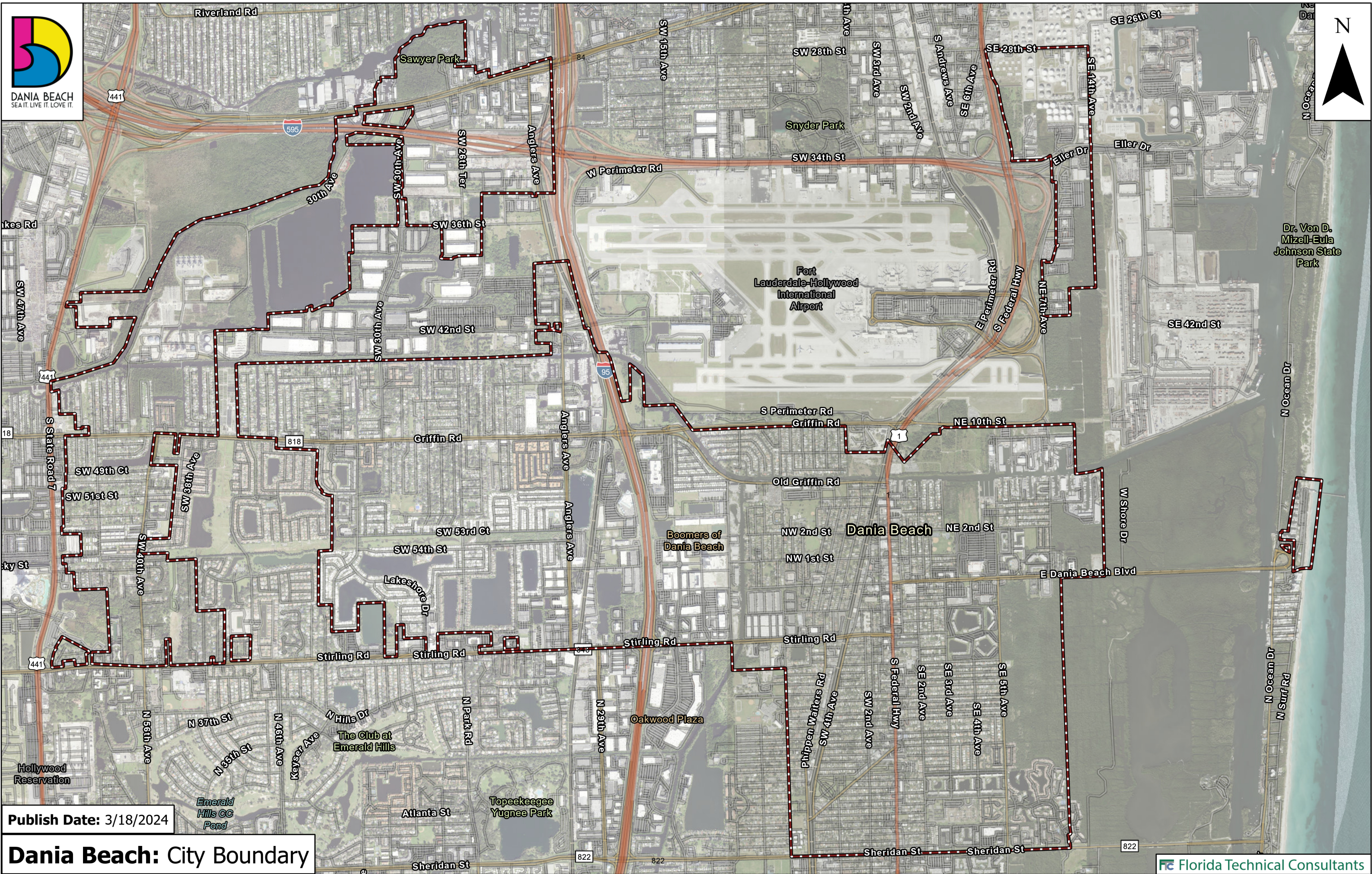
61-89	12-12-89	1	I	1	7(44)
62-89	12-12-89	1	I	1	7(45)
01-90	1- 9-90	1	I	1	7(46)
02-90	1- 9-90	1	I	1	7(47)
03-90	2-13-90	1	I	1	7(48)
06-90	1- 9-90	1	XII	5	3
22-90	5- 8-90	1, 2	III	11	1
25-90	6-26-90	1	I	1	7(49)
26-90	6-26-90	1	I	1	7(50)
42-90	11-27-90	1	I	1	7(53)
43-90	11-27-90	1	I	1	7(54)
44-90	12-11-90	1	I	1	7(55)
13-91	4- 9-91	1	II	1	5
20-91	5-28-91	1	XII	3	1
21-91	5-28-91	1	XII	4	1(a)
41-91	12-10-91	1	I	1	7(56)
01-92	1-14-92	1	I	1	7(57)
02-92	1-14-92	1	II	4	1
02-93	1-26-93	2	II	1	3
03-93	1-26-93	2	II	1	5
08-93	4-13-93	1	II	7	6
09-93	4-13-93	1	III	3	4(j)
			XII	5	3
18-93	9-14-93	1	II	3	4
21-93	9-28-93	1	XII	4	1
26-93	12-14-93	1	XI	3	1
03-94	3-22-94	1 Rpld	III	2	1, 2
06-95	6-27-95	1	IX	2	1
			XI	3	1(note)
05-96	5-14-96	1	III	3	4(j)
05-97	5-13-97	1	XI	3	1
03-98	1-13-98	1	VI	2	6
13-98	8-25-98		I	1	6(note)
14-98	8-25-98	1	III	1	1
		2	III	1	2
		3	III	3	4
		4 Rpld	III	4	1—3
		5 Rpld	III	6	1—3
		6 Rpld	III	8	1—5
		7 Rpld	III	9	1—4
		8 Rpld	III	10	1
		9 Rpld	III	11	1
		10 Rpld	IV	1	1—3
		11 Rpld	IV	2	1—3
		12 Rpld	IV	3	1—6
		13 Rpld	IV	4	1—4
		14Rpld	IV	5	1, 2
		15Rpld	IV	6	1, 2

		16RpId	IV	7	1, 2
		17RpId	IV	8	1, 2
		18RpId	IV	9	1, 2
		19RpId	IV	10	1, 2
		20RpId	IV	11	1, 2
		21RpId	IV	12	1—4
19-98	10-27-98	12	I	1	11
			II	4	2—4
			II	7	4, 5
			III	1	3, 4
			VI	2	9, 10, 14
			VII	1	1, 8
			VII	6	1, 2
			XII	3	3
				5	1
		13	VII	6	3
2001-016	5-22-01	1	II	7	3
2002-006	2-26-02	1	II	1	3
2002-021	5-14-02	2	VIII	6	1
2002-023	5-28-02	1 Added	XII	3	5
2002-025	5-28-02	1	I	1	8
2003-002	1-28-03	1	III	3	4
		2	XII	5	3
2003-028	8-12-03	3 Added	III	3	4(n)
2003-031	8-26-03	1, 2	III	3	1
			III	3	3
2003-033	9-23-03	1	I	3	4
2004-018	4-27-04	1	IX	2	1
2004-036	11- 9-04	1	IX	2	1
2004-041	12-14-04	1	VI	2	§ 6(a)
		Added			(d)
2005-002	1-11-05	5a)(i) Added	I	2	3
		5a)(ii) Added	I	1	12
		5a)(iii) Added	I	3	5
		5a)(iv) Added	I	3	6
		6a)	III	3	1—4
		6b)	XII	3	1—4
		6c)	VI	2	13
2005-065	4-26-05	2B(a)(i) Added	I	2	3
		2B(a)(ii) Added	I	1	12
		2B(a)(iii) Added	I	3	5
		2B(a)(iv) Added	I	3	6
		2B(b)(i)	III	3	1—4
		2B(c)(i)	XII	3	1—4
		2B(d)(i)	VI	2	13
2007-004	3-27-07	2	XII	3	5(b)(2)
2008-004	1-22-08	1	XII	5	3
2008-033	12- 9-08	1	II	7	5

2010-004	3-23-10	1	III	3	4(j)
		2	XII	5	3
2010-029	12-14-10	5(Att. X) Rpld	I—XII		
		Added	I—X		
2015-005	1-27-15	1	II	1	1
		2	II	6	1
2016-010	5-24-16 11- 8-16	2(Pt. A)	I	3	2
		2(Pt. B)	I	3	3
		2(Pt. D)	II	1	5
		2(Pt. E)	II	1	8
		2(Pt. F)	III	3	1
		2(Pt. G)	VI	1	7
		2(Pt. I)	X	3	1
		2(Pt. J)	X	4	2
2017-001	1-10-17	1(Att. A)	I	1	6
2018-008	5- 8-18	1	I	1	8



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.



Publish Date: 3/18/2024

Dania Beach: City Boundary

Sec. 7. Boundaries.

The following shall be the territory, the inhabitants of which are hereby established and organized into a municipal corporation, and over which such municipal corporation shall exercise its jurisdiction and powers, to wit:

(1) Original boundaries. Commencing at the southeast corner of Section 3, Township 51 South, Range 42 East; thence run west along the south line of said Section 3, for a distance of thirteen hundred twenty (1320) feet more or less to the southeast corner of the southwest quarter of the southeast quarter of said Section 3, Township 51 South, Range 42 East, for a point of beginning. From the point of beginning run thence north along the east line of the west half of the east half of said Section 3 to the north boundary thereof; thence run north along the east line of the west half of the east half of Section 34, Township 50 South, Range 42 East, to the north boundary thereof; thence run east along the said north line of Section 34 which is the south line of Section 27, Township 50 South, Range 42 East, to the southwest corner of the southeast quarter of the southeast quarter of the southeast quarter of said Section 27; thence run north along the west line of the east half of the east half of the southeast quarter of said Section 27 to the northwest corner of the northeast quarter of the northeast quarter of the southeast quarter of said Section 27; thence run west along the north line of the south half of Section 27, Township 50 South, Range 42 East, to the west line of said Section 27; thence run south along the said west line of Section 27 to the southwest corner thereof; thence run south along the west line of Section 34, Township 50 South, Range 42 East, to the southwest corner of said Section 34; thence run south along the west line of Section 3, Township 51 South, Range 42 East to the southwest corner thereof; thence run east along the south line of Section 3, Township 51 South, Range 42 East to the point of beginning. Also; Block 203 and Block 206, Hollywood Central Beach, according to the plat thereof recorded in the office of the clerk of the circuit court in and for Broward County, Florida, in Plat Book 4, page 20 thereof, also; Lot 4, the south 40 feet of Lots 5, 6, 7 and 8, and all of Lot 9, Block 200; Lots 1, 2, 3 and 4, Block 172; Lot 100, Block 172, Lots 1 to 12 inclusive, Block 207 of Hollywood Beach, a subdivision of parts of Sections 35 and 36, Township 50 South, Range 42 East; and Sections 1 and 2, 11 and 12, Township 51 South, Range 42 East, according to the plat thereof recorded in Plat Book No. 4, page 20, of the public records of Broward County, Florida; said lands situate, lying and being in Broward County, Florida. And a portion of New River Sound, now Dania Sound, between Government Lots 3 and 4 in Section 36, Township 50 South, Range 42 East, more particularly described as follows: Beginning at a point on the Township line one thousand four hundred sixteen and twenty-eight hundredths (1416.28) feet east from the southwest corner of said Section 36 and run thence north two degrees (2°) forty minutes (40') fifty-two seconds (52") east two thousand one hundred twenty-nine and four hundredths (2129.04) feet to the northwest corner of Block 203 of Hollywood Central Beach, according to the plat of said subdivision on file and of record at page 20 in Plat Book 4 of the public records of Broward County, Florida; thence south eighty-six degrees (86°) fifteen minutes (15') twenty-eight seconds (28") east, along the north boundary of said Block 203, a distance of four hundred forty-two and ninety-eight hundredths (442.98) feet to the west shore of New River Sound, now Dania Sound, for point of beginning at the tract herein authorized to be conveyed; From said point of beginning run south eighty-six degrees (86°) fifteen minutes (15') twenty-eight seconds (28") east four hundred thirty (430) feet,

more or less, to the east shore of said New River Sound, now Dania Sound; thence in a general southerly direction, meandering along the eastern shore of said New River Sound, now Dania Sound, eleven hundred (1100) feet, more or less, to the present location of the south shore of said New River Sound, now Dania Sound; thence westerly and northerly meandering along the southern and western shores of said New River Sound, now Dania Sound, to point of beginning; lying and being situate in the south half of Section 36, Township 50 South, Range 42 East, Broward County, Florida, and containing 8.1 acres, more or less; less and except: All that portion of New River Sound, now Dania Sound, lying south of the north boundary line of Block 199, of Hollywood Central Beach, when said north line is extended eastward to the Atlantic Ocean; as shown on plat thereof recorded in Plat Book 4, at page 20, of the public records of Broward County, Florida; and more particularly described as follows: From a permanent reference monument set at the southeast corner of Block 200, of Hollywood Central Beach, run south sixteen degrees (16°) twenty-eight minutes (28') thirty seconds (30'') east along the mean high water line of New River Sound, now Dania Sound, a distance of forty-one and twenty-five hundredths (41.25) feet to the point of beginning for this description, said point of beginning lying on the extension of the north boundary line of Block 199, of Hollywood Central Beach, when same is extended eastward; thence, from said point of beginning, run north eighty-seven degrees (87°) forty minutes (40') forty seconds (40'') east along said eastward extension of the north boundary line of Block 199, crossing said New River Sound, now Dania Sound, three hundred eleven and thirty-eight hundredths (311.38) feet to said mean high water line; thence, following the meanders of said mean high water line, run south twelve degrees (12°) forty-nine minutes (49') fifty seconds (50'') west, thirty-eight and eighty-one hundredths (38.81) feet; thence, south thirty-nine degrees (39°) thirty minutes (30') fifty seconds (50'') west, one hundred thirty-two and sixty-three hundredths (132.63) feet; thence south twelve degrees (12°) twelve minutes (12') thirty seconds (30'') east, sixty-nine and seventy hundredths (69.70) feet; thence, south sixty-three degrees (63°) forty-four minutes (44') ten seconds (10'') west, sixty-one and fifty-eight hundredths (61.58) feet; thence south eighty-five degrees (85°) twenty-six minutes (26') fifty seconds (50'') west, fifty and no hundredths (50.00) feet; thence north fifty-two degrees (52°) five minutes (5') fifty seconds (50'') west, one hundred (100) feet; thence north sixteen degrees (16°) twenty-eight minutes (28') thirty seconds (30'') west, one hundred seventy-two and forty-five hundredths (172.45) feet to the point of beginning; containing one and one-tenths (1.1) acres, more or less. All the above described portion of New River Sound, now Dania Sound, situate, lying in the south half of fractional Section 36, Township 50 South, Range 42 East, Broward County, Florida, and shown on plat of Hollywood Central Beach as recorded in Plat Book 4 at page 20, of the public records of Broward County, Florida, said lands situate, lying and being in Broward County, Florida.

(2) Addition by Laws of Fla., Chapter 25769, Acts 1949. Commencing at the southeast corner of Section 3, Township 51 South, Range 42 East, for a point of beginning, thence run westerly along the south line of said Section 3 for a distance of one thousand three hundred twenty (1,320) feet, more or less, to the southwest corner of the southeast quarter of the southeast quarter of said Section 3; said point being on the present east line of the City of Dania [Beach], Florida; run thence north along the said east line of the corporate limits of the City of Dania [Beach], Florida to an intersection with the north line of said Section 3, Township 51 South, Range 42 East; thence run northerly along the aforesaid east corporate limits of the City of Dania [Beach], Florida to the center line of Dania Beach Boulevard; thence

run easterly along the center line of Dania Beach Boulevard, also known as Dania Beach Road for a distance of one thousand three hundred twenty (1,320) feet, more or less, to the east line of Section 34, Township 50 South, Range 42 East; thence run south along the east line of Section 34, Township 50 South, Range 42 East, and continue south along the east line of Section 3, Township 51 South, Range 42 East, to the southeast corner of said Section 3, and the point of beginning, said lands situate, lying and being in Broward County, Florida.

(3) Addition by Laws of Fla., Chapter 25770, Acts 1949. Commencing at the center line of Dania Beach Boulevard and the east line of the present city limits of Dania, Florida, for a point of beginning, which point is thirteen hundred twenty (1320) feet, more or less, west of the east line of Section 34, Township 50 South, Range 42 East, from the point of beginning run then northerly along the said east line of the present corporate limits of the City of Dania [Beach], Florida, to the center line of the Dania Cut-off Canal; thence run easterly along the center line of the Dania Cut-off Canal thirteen hundred twenty (1320) feet, more or less, to an intersection with the east line of Section 34, Township 50 South, Range 42 East; thence continue easterly along the said center line of the Dania Cut-off Canal to the westerly line of the corporate limits of the City of Hollywood, Florida, which point is the northwest corner of the east half of the southeast quarter of the northwest quarter of Section 35, Township 50 South, Range 42 East; thence easterly along the said corporate limits of the City of Hollywood, Florida, on the north line of the northeast quarter of the southeast quarter of the northwest quarter of the aforesaid Section 35, to the northeast corner of the southeast quarter of the northwest quarter of the aforesaid Section 35, Township 50 South, Range 42 East; thence southerly along the aforesaid corporate limits of the City of Hollywood, Florida, and along the east boundary line of the southeast quarter of the northwest quarter of Section 35, Township 50 South, Range 42 East, to the southeast corner of the northwest quarter of the aforesaid Section 35; thence continuing southerly along the aforesaid corporate limits of the City of Hollywood, Florida, on the east boundary line of the northeast quarter of the southwest quarter of the aforesaid Section 35, to the southeast corner of the northeast quarter of the southwest quarter of Section 35, Township 50 South, Range 42 East; thence westerly along the aforesaid corporate limits of the City of Hollywood, Florida, and along the south boundary line of the north half of the southwest quarter of Section 35, Township 50 South, Range 42 East, to the west line of said Section 35; thence run north along the said west line of Section 35 to the center line of the Dania Beach Road; thence run west along the center line of Dania Beach Road to the present east corporate limits of the City of Dania [Beach], Florida, and the point of beginning, said lands situate, lying and being in Broward County, Florida.

(4) Addition by Laws of Fla., Chapter 27492, Acts 1951. A portion of New River Sound, same as shown on plat of Hollywood Central Beach, lying in Section 36, Township 50 South, Range 42 East, Broward County, Florida, bounded as follows: On the south by a line approximately four hundred forty- three (443) feet long, whose westerly terminus is the northeast corner of Block 203, and whose easterly terminus is the intersection of the easterly mean high tide line of New River Sound and the projection westerly of the line between Lots 12 and 13, Block 207, as same is shown in the Plat of Hollywood Central Beach, according to the plat thereof recorded in Plat Book 4, page 20 of the Public Records of Broward County, Florida; on the east by the mean high tide line of New River Sound as same is shown in

said plat of Hollywood Central Beach, said easterly line being approximately two thousand three hundred fifty (2,350) feet in length; on the north by a line, approximately six hundred (600) feet long, whose easterly terminus is the intersection of the mean high tide line of said New River Sound and the westerly projection of the line between Lots 59 and 60, Block 207 of said Hollywood Central Beach, and whose westerly terminus is the northeast corner of Lot 55, Block 172 of said Hollywood Central Beach; and on the west by the easterly boundary line (mean high tide line) of Block 172 of said Hollywood Central Beach, a distance of approximately two thousand three hundred (2,300) feet, said lands situate, lying and being in Broward County, Florida.

(5) Addition by Laws of Fla., Chapter 29001, Acts 1953. Beginning at the southeast corner of Section 3, Township 51 South, Range 42 East, Broward County, Florida, run west along the south line of said Section 3 to the west line of the east quarter of said Section 3; thence, run north along the west line of said east quarter to the north line of said Section 3; thence, continue north along the west line of the east quarter of Section 34, Township 50 South, Range 42 East, to the center line of Dania Beach Boulevard; thence, run east along said center line to the east line of said Section 34; thence, continue east along said center line one thousand five hundred sixty (1,560) feet, more or less, to the intersection with the center line of Tenth Avenue (now called North 12th Avenue), according to plat of "Hollywood Central Beach Number 3," recorded in Plat Book 10, page 6, of the Public Records of Broward County, Florida; thence, run south along the center of said Tenth Avenue as shown on said plat four thousand (4,000) feet, more or less, to a point on the south line of the north half of Section 2, Township 51 South, Range 42 East; thence, continue south on a line parallel to and two hundred thirty-nine and five-tenths (239.5) feet east of the east line of the west quarter of said Section 2 a distance of two thousand six hundred forty (2,640) feet, more or less, to the south line of said Section 2; thence, run west along said south line of Section 2, a distance of one thousand five hundred sixty (1,560) feet, more or less, to the point of beginning, containing four hundred forty (440) acres, more or less, said lands situate, lying and being in Broward County, Florida.

(6) Addition by Laws of Fla., Chapter 30689, Acts 1955. Commence at the common corner to Lots 71 and 72 of Block 172, Hollywood Central Beach Subdivision, as recorded in Plat Book 4, page 20-D, Broward County, at the east end of the boundary between said lots; thence easterly in projection of said boundary one hundred twenty-five (125) feet to the point of beginning; from point of beginning, thence south ten degrees (10°) fifty-three minutes (53') fifty seconds (50") west one thousand three hundred (1,300) feet more or less to the southeast corner of Lot 97 of said Block 172; thence southerly one hundred fifty (150) feet more or less along the east boundary of Lots 98, 99, 100 of said Block 172 to the southeast corner of Lot 100; thence south eighty-five degrees (85°) forty-one minutes (41') twenty seconds (20") east five hundred (500) feet, more or less, to the ordinary low water mark of the Atlantic Ocean; thence northerly along the ordinary low water mark of the Atlantic Ocean to a point in projection easterly of the boundary between Lots 71 and 72 of said Block 172; thence westerly along the projection of the boundary between Lots 71 and 72, four hundred (400) feet, more or less, to the point of beginning, containing sixteen (16.0) acres, more or less, said lands situate, lying and being in Broward County, Florida.

(7) Addition by Laws of Fla., Chapter 30690, Acts 1955. That part of Sections 22, 27 and 34, Township 50 South, Range 42 East, Broward County, Florida, described as follows: Beginning at the southeast corner of the northeast quarter of the northeast quarter of said Section 34, run west along the south line of said northeast quarter of northeast quarter of Section 34 a distance of one thousand three hundred twenty (1,320) feet, more or less, to the southwest corner of said northeast quarter of northeast quarter of Section 34; thence, run north one thousand three hundred twenty (1,320) feet, more or less, to the northwest corner of said northeast quarter of northeast quarter of Section 34; thence, run east six hundred sixty (660) feet, more or less, to the west line of the east one-quarter of the southeast quarter of said Section 27; thence, run north two thousand six hundred forty (2,640) feet, more or less, to the north line of said southeast quarter of Section 27; thence, run west along said north line one thousand one hundred (1,100) feet, more or less, to the east right-of-way line of the Old Dixie Highway; thence run northeasterly along said right-of-way line in said Section 27 and in said Section 22, a distance of four thousand one hundred (4,100) feet, more or less, to the south right-of-way line of the Broward County Port Authority Railroad; thence, run east along said railroad right-of-way, seven hundred (700) feet, more or less, to the east line of said Section 22; thence run south along the east line of said Section 22 a distance of one thousand three hundred (1,300) feet, more or less, to the southeast corner of said Section 22; thence, continue south along the east line of said Section 27 a distance of five thousand two hundred eighty (5,280) feet, more or less, to the southeast corner of said Section 27; thence continue south along the east line of said Section 34, a distance of one thousand three hundred twenty (1,320) feet, more or less, to the point of beginning, containing one hundred ninety (190) acres, more or less, said lands situate, lying and being in Broward County, Florida.

(8) Addition by Laws of Fla., Chapter 30692, Acts 1955. Beginning at the intersection of the south boundary of the north one-half of Section 27, Township 50 South, Range 42 East, with the east right-of-way line of the Dixie Highway as located on December 4, 1925; thence, northeasterly following said east right-of-way line of the Dixie Highway in Sections 27 and 22, Township 50 South, Range 42 East to a point six hundred seventy-six and twenty-six hundredths (676.26) feet, more or less, north of the south line of said Section 22; thence, run west, parallel to the south line of said Section 22, thirty (30) feet more or less to the west right-of-way line of the said Dixie Highway; thence, run southwesterly along the west right-of-way line of said Dixie Highway to the east right-of-way line of the F.E.C. Railroad; continue southwesterly along the east right-of-way line of the F.E.C. Railroad to the south boundary of the north one-half of Section 27, Township 50 South, Range 42 East; thence run east thirty (30) feet more or less to the point of beginning, said lands situate, lying and being in Broward County, Florida.

(9) Addition by Laws of Fla., Chapter 57-1259. That portion of the north half of the northeast quarter of Section 33, Township 50 South, Range 42 East, lying northeasterly of the Dania Cut-off Canal; said lands situate, lying and being in Broward County, Florida.

(10) Addition by Laws of Fla., Chapter 57-1254. Lots 1, 2, 11, 12, 13, 14, 15 and 16, of Block 202 of Hollywood Central Beach, according to the plat thereof recorded in Plat Book 4, page 20 of the Public Records of Broward County, Florida; said lands situate, lying and being in Broward County, Florida. Also: That part of Cambridge Street lying between Blocks 202 and 203, of Hollywood Central Beach, according

to the plat thereof recorded in Plat Book 4, page 20, of the Public Records of Broward County, Florida; said lands situate, lying and being in Broward County, Florida.

(11) Addition by Laws of Fla., Chapter 61-2055. North half of the northeast quarter of the northeast quarter of Section 4, Township 51 South, Range 42 East, less the west half of the northeast quarter of the northeast quarter of the northeast quarter of Section 4, Township 51 South, Range 42 East, except beginning at the northeast corner of the west half of the northeast quarter of the northeast quarter of the northeast quarter of said Section 4, thence south one hundred thirty-five (135) feet, thence west fifty (50) feet, thence north one hundred thirty-five (135) feet, thence east fifty (50) feet to the point of beginning, and further less north four hundred (400) feet of the west one hundred fifty (150) feet of the east half of the northwest quarter of the northeast quarter of the northeast quarter of Section 4, Township 51 South, Range 42 East, said lands situate, lying and being in Broward County, Florida.

(12) Addition by Laws of Fla., Chapter 65-1426. The west one-half of the northeast one-quarter of the northwest one-quarter of Section 35, Township 50 South, Range 42 East, less the south two hundred sixty (260) feet of the north two hundred ninety-five (295) feet thereof, said lands situate, lying and being in Broward County, Florida, and subject to all easements and rights-of-way of record; and the southwest one-quarter of the southwest one-quarter of Section 26, Township 50 South, Range 42 East, said lands situate, lying and being in Broward County, Florida, and subject to all easements and rights-of-way of record; and the east one-third of the following described parcel: The east one-half of the northwest one-quarter of the southwest one-quarter of Section 26, Township 50 South, Range 42 East, together with the east one-half of the east one-half of the west one-half of the northwest one-quarter of the southwest one-quarter of said Section 26, said lands situate, lying and being in Broward County, Florida, and subject to all easements and rights-of-way of record.

(13) Addition by Laws of Fla., Chapter 67-1264. The south one-half of the south one-half of the southwest one-quarter of Section 23, Township 50 South, Range 42 East; and the northwest one-quarter of Section 26, Township 50 South, Range 42 East, less the southeast one-quarter of the southeast one-quarter of said northwest one-quarter of said Section 26; and the west one-half of the east one-half of the southwest one-quarter of Section 26, Township 50 South, Range 42 East; and the northwest one-quarter of the southwest one-quarter of Section 26, Township 50 South, Range 42 East, less the following described parcel: The east one-third of: The east one-half of the northwest one-quarter of the southwest one-quarter of said Section 26, together with the east one-half of the east one-half of the west one-half of the northwest one-quarter of the southwest one-quarter of said Section 26; and the northwest one-quarter of the northwest one-quarter of Section 35, Township 50 South, Range 42 East; and the south two hundred sixty (260) feet of the north two hundred ninety-five (295) feet of the west one-half of the northeast one-quarter of the northwest one-quarter of Section 35, Township 50 South, Range 42 East, said lands situate, lying and being in Broward County, Florida.

(14) De-annexation by Laws of Fla., Chapter 71-596. That portion of the south one-half of Section 27, Township 50 South, Range 42 East, lying within the boundary of Fort Lauderdale-Hollywood International Airport, more particularly described as follows: Beginning at the southwest corner of Section 27, Township 50 South, Range 42 East; thence easterly along the south line of said Section 27,

two thousand eight hundred (2,800) feet more or less to the west right-of-way line of the Florida East Coast Railroad; thence northerly along the said west right-of-way line, two thousand seven hundred fifty (2,750) feet more or less to an intersection with the north line of the southeast one-quarter of said Section 27; thence westerly along the said north line of the southeast one-quarter and along the north line of the southwest one-quarter of said Section 27 to the northwest corner of the southwest one-quarter of said Section 27; thence southerly along the west line of Section 27 to the point of beginning.

(15) Addition by Laws of Fla., Chapter 78-496. A parcel of land in Sections 33 and 28, Township 50 South Range 42 East, bounded on the South by the South line of said Section 33; bounded on the West by the East right-of-way line of the Seaboard Airline Railroad; bounded on the North by the North bank of the Dania cut-off canal; bounded on the East by the East line of the said Section 33, the East line of the recorded plats of "Sun Gardens" as recorded in plat book 26, page 31, and "West Morland" as recorded in plat book 19, at page 8, of the Public Records of Broward County, Florida, said lands being more particularly described as follows: Commence at the southwest corner of the plat of "Stirling Commercial Mart" as recorded in plat book 86 of page 6 of the Public Records of Broward County, Florida; thence run South $00^{\circ}18'21''$ West 55.01 feet to the point of beginning of this description; thence run due west along the South line of said Section 33, 4688.5 feet, more or less, to the East right-of-way line of the Seaboard Airline Railroad; thence run Northerly along east line of the Seaboard Airline Railroad, said line lying and being 100 feet East of and parallel to the West right-of-way line of the Seaboard Airline Railroad, 4275.3 feet, more or less, to its intersection with the north line of said Section 33; thence continue along the east right-of-way line of the Seaboard Airline Railroad, said line curving northwesterly, 2060 feet more or less, along an arc to the North bank of the Dania cut-off canal; thence run easterly along the North bank of the Dania cut-off canal 6040 feet more or less, said bank meandering southeasterly thence easterly to its intersection with the East line of said Section 33; thence run Southeasterly along the South line of the recorded plats of "Florian Isles" as recorded in plat book 50 at page 17, "Florian Isles 3rd. Section" as recorded in plat book 59 page 37, "Shelter Island First Addition" as recorded in plat book 49 at page 44, "Shelter Island" as recorded in plat book 43 at page 46, "Tropical Dreamland Waterway" as recorded in plat book 29 at page 5 all as recorded in the Public Records of Broward County, Florida, 2771.75 feet to the east line of Section 33, thence run southerly along the East line of said section 33, 670.52 feet, more or less, to the Northeast corner of the South $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; thence run due West 330 feet, more or less, to the easterly line of the recorded plat of "Sun Gardens" as recorded in plat book 26, at page 29 of the Public Records of Broward County, thence run South along the East line of said plat 660 feet, more or less, to the North line of the recorded plat of "West Morland" as recorded in plat book 19, at page 8 of the Public Records of Broward County; thence run East 330 feet, more or less, to the East line of said section 33; thence run South 2060.5 feet, more or less, along the East line of said section 33, to the North line of the recorded plat of "Stirling Commercial Mart" as recorded in the plat book 86, at page 6 of the Public Records of Broward County; thence run South $89^{\circ}12'54''$ West 503.35 feet; thence run South $0^{\circ}18'21''$ East 670.02 feet to the point of beginning. Said lands situate, lying, and being in Broward County, Florida.

(16) De-annexation by Laws of Fla., Ch. 81-397. That portion of the Southeast Quarter (S.E. 1/4) of the Northeast Quarter (N.E. 1/4) of the Northwest Quarter (N.W. 1/4) of Section 35, Township 50 South, Range 42 East which lies Southerly of the Dania Cut-Off Canal, containing 0.5186 acres, more or less.

(17) Addition by Laws of Fla., Ch. 83-396. All of that portion of Section 33, Township 50 South, Range 42 East, lying west of the east right-of-way line of the Seaboard Airline Railroad; and all of that portion of Section 28, Township 50 South, Range 42 East, lying west of the east right-of-way line of the Seaboard Airline Railroad; and all of Lots 4 through 11 inclusive, and the East one-half of Ravenswood Road Extension as shown on the plat of "Seaboard Farms", as recorded in plat book 18, page 22, of the public records of Broward County, Florida; and all that portion of the SE 1/4 of Section 20, Township 50 South, Range 42 East, lying south of the south line of said plat of "Seaboard Farms", east of the centerline of Ravenswood Road, and west of the east line of the Seaboard Airline Railroad.

Editor's note--The user's attention is directed to subsection (52) concerning deannexation of this property.

(18) Addition by Ordinance No. 58-85. Lot 9 in Block 1 of West Dania Heights, according to the plat thereof recorded in plat book 23, page 49, of the public records of Broward County, Florida, said lands situate, lying and being in Broward County, Florida, together with any interest the petitioners/owners of said land have in public right-of-way adjacent thereto.

(19) Addition by Ordinance No. 09-86. Parcel "A", D. and C. Properties, as recorded in plat book 111, page 49, of the public records of Broward County, Florida, and Parcel "A", D. and C. Properties Addition, as recorded in plat book 113, page 20, of the public records of Broward County, Florida, being a portion of Tracts 1 and 2, Block 1, of the subdivision of Section 29, Township 50 South, Range 42 East, according to the plat thereof, as recorded in plat book 2, page 32, of the public records of Dade County, Florida, more fully described as follows: Commencing at the northeast corner of said Section 29; thence South 0°05'53" East along the east line of said Tract 1, a distance of 1,899.51 feet; thence South 89°54'17" West, a distance of 40.00 feet to the point of beginning; thence South 0°05'53" East, a distance of 447.51 feet; thence due west a distance of 275.00 feet, thence North 0°05'53" West a distance of 20.00 feet; thence due West a distance of 50.00 feet; thence South 0°05'53" East a distance of 20.00 feet; thence due west a distance of 267.95 feet; thence North 0°06'20" West a distance of 20.00 feet; thence South 89°53'40" West, a distance of 25.00 feet; thence North 0°06'20" West, a distance of 426.94 feet; thence North 89°56'52" East, a distance of 205.00 feet; thence North 0°06'20" West a distance of 62.75 feet; thence North 89°56'52" East, a distance of 198.74 feet; thence South 0°05'53" East, a distance of 62.75 feet; thence North 89°56'52" East, a distance of 219.28 feet to the point of beginning. Said lands situate, lying and being in Broward County, Florida, and containing 287,347 square feet (6.5966 acres more or less) together with any interest the petitioners/owners of said land have in public right-of-way adjacent thereto.

(20) Addition by Ordinance No. 18-86. That portion of the E 1/2 of the SE 1/4 of the NW 1/4 of the SW 1/4 of Section 23, Township 50 South, Range 42 East, described as follows: Beginning at a point 132

feet north of the southeast corner of the E 1/2 of the SE 1/4 of the NW 1/4 of the SW 1/4 of Section 23, Township 50 South, Range 42 East for the point of beginning; thence north 150 feet; thence west 330 feet; thence south 150 feet; thence east 330 feet to point of beginning; said lands situate, lying and being in Broward County, Florida, together with any interest of petitioners/owners in adjacent public right-of-way.

(21) Addition by Ordinance No. 46-86. The N 1/2 of Lot 2, Palmeador Half Acres No. 2, as recorded in plat book 23, page 37, of the public records of Broward County, Florida. Said lands situate, lying and being in Broward County, Florida, together with any interest the petitioners/owners of said land have in public right-of-way adjacent thereto.

(22) Addition by Ordinance No. 13-87. Lot A of Ravenswood Heights, according to the plat thereof as recorded in plat book 31, page 6, of the public records of Broward County, Florida, less that portion of Lot A conveyed to the State of Florida, Department of Transportation by deed recorded in Official Records Book 12095, page 353, of the public records of Broward County, Florida; said lands situate, lying and being in Broward County, Florida, together with any interest the petitioners/owners of said land have in public right-of-way adjacent thereto.

(23) Addition by Ordinance No. 14-87. All of Ravenswood Commerce Center, according to the plat thereof as recorded in plat book 129, page 45, of the public records of Broward County, Florida; said lands situate, lying and being in Broward County, Florida, together with any interest the petitioners/owners of said land have in public right-of-way adjacent thereto.

(24) Addition by Ordinance No. 07-88. The south 200 feet of the east 200 feet of "Halligan Heights", according to the plat thereof as recorded in plat book 28, page 9, of the public records of Broward County, Florida, less the south 18 feet and less the east 20 feet thereof for road right-of-way.

(25) Addition by Ordinance No. 32-88. Parcel A, Cross Roads Industrial Park, according to the plat thereof as recorded in plat book 115, page 39, of the public records of Broward County, Florida.

(26) Addition by Ordinance No. 37-88. Lot 9, Block 2, West Dania Heights, according to the plat thereof as recorded in plat book 23, page 49, according to the plat thereof as recorded in plat book 30, page 31, of the public records of Broward County, Florida.

(27) Addition by Ordinance No. 38-88. Lot 7, Block 1, West Dania Heights, according to the plat thereof as recorded in plat book 23, page 49, according to the plat thereof as recorded in plat book 30, page 31, of the public records of Broward County, Florida.

(28) Addition by Ordinance No. 39-88. Lot 1, Block 1, Ravenswood Park, according to the plat thereof as recorded in plat book 30, page 31, of the public records of Broward County, Florida.

(29) Addition by Ordinance No. 51-88. All of Lot 1 and the South 1/2 of Lot 2 less east 15 feet of said lots, and all of Lots 6, 7, 8, 9, 10, 11, 12, 13 and 14 together with that part of West-Lane Road lying between the westerly extensions of the north line of said Lot 9 and south line of said Lot 10 and that portion of midway road lying west of the east line of said Lot 6 extended northerly of "Palmeador Half

Acres No. 2", according to the plat thereof as recorded in plat book 23, page 37, of the public records of Broward County, Florida.

(30) Addition by Ordinance No. 52-88. All of Tracts 5 and 6 of Block 4 in Section 32, Township 50 South, Range 42 East, according to the plat of Sections 28, 29, 31 and 32, Township 50 South, Range 42 East, recorded in plat book 2, page 32, of the public records of Dade County, Florida.

(31) Addition by Ordinance No. 01-89. The north 140 feet of Lot 3, Block 3, Tropic Farms, according to the plat thereof as recorded in plat book 24, page 30, of the public records of Broward County, Florida; said lands situate, lying and being in Broward County, Florida.

(32) Addition by Ordinance No. 02-89. The East 1/2 of Lot 6, Block 1, Wilma Manors, according to the plat thereof as recorded in plat book 31, page 4, of the public records of Broward County, Florida; said lands situate, lying and being in Broward County, Florida.

Editor's note--The user's attention is directed to subsection (52) concerning deannexation of this property.

(33) Addition by Ordinance No. 03-89. The West 1/2 of Lot 6, Block 1, Wilma Manors, according to the plat thereof as recorded in plat book 31, page 4, of the public records of Broward County, Florida; said lands situate, lying and being in Broward County, Florida.

Editor's note--The user's attention is directed to subsection (52) concerning deannexation of this property.

(34) Addition by Ordinance No. 04-89. Lot 15, Block 3, Wilma Manors addition, according to the plat thereof as recorded in plat book 32, page 28, of the public records of Broward County, Florida; said lands situate, lying and being in Broward County, Florida.

Editor's note--The user's attention is directed to subsection (52) concerning deannexation of this property.

(35) Addition by Ordinance No. 05-89. The South 1/2 of Lot "B", Ravenswood Heights, according to the plat thereof as recorded in plat book 31, page 6, of the public records of Broward County, Florida; said lands situate, lying and being in Broward County, Florida.

(36) Addition by Ordinance No. 14-89. The north 70 feet of the south 280 feet of Tract 16, Seaboard Farms, according to the plat thereof, recorded in plat book 18, page 22, of the public records of Broward County, Florida; said lands situate, lying and being in Broward County, Florida.

(37) Addition by Ordinance No. 15-89. The north 140 feet of the south 420 feet of Tract 16, Seaboard Farms, according to the plat thereof, recorded in plat book 18, page 22, of the public records of Broward County, Florida; said lands situate, lying and being in Broward County, Florida.

(38) Addition by Ordinance No. 16-89. Lot 3, Block 4, of Section 29, Township 50 South, Range 42 East, of Marshall Everglades Land Co. plat of Sections 28, 29, 31 and 32, according to the plat thereof, as

recorded in plat book 2, page 32 of the public records of Dade County, Florida, lying south of the Dania Cut-Off Canal, and less the south 25 feet and less the right-of-way for Ravenswood Road; said lands situate, lying and being in Broward County, Florida, also known as Tract 3 in Block 4 of the subdivision of Section 29, Township 50 South, Range 42 East, according to the plat thereof, as 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; less therefrom the following: The south 25 feet; the east 35 feet; the right-of-way for Dania Cut-Off Canal.

(39) Addition by Ordinance No. 17-89. That portion of the north 165 feet of the NE 1/4 of the SE 1/4 of the SE 1/4 of Section 20, Township 50 South, Range 42 East, Broward County, Florida, lying west of the west right-of-way line of relocated Ravenswood Road, as shown on the Florida Department of Transportation's right-of-way map, section 86095-2405, sheet 4 of 19, last dated December 3, 1985.

(40) Addition by Ordinance No. 18-89. The NW 1/4 of the SE 1/4 of the SE 1/4 of Section 20, Township 50 South, Range 42 East, less the south 470 feet and less the west 535 feet; also known as a portion of Lot 10, Reed A. Bryan's Subdivision, said lands situate, lying and being in Broward County, Florida.

(41) Addition by Ordinance No. 19-89. The east 100 feet of the west 535 feet, less the south 470 feet of the NW 1/4 of the SE 1/4 of the SE 1/4 of Section 20, Township 50 South, Range 42 East, also known as a portion of Lot 10, Reed A. Bryan's subdivision, said lands situate, lying and being in Broward County, Florida.

(42) Addition by Ordinance No. 20-89. The east 100 feet of the west 535 feet of the north 210 feet of the south 410 feet of the NW 1/4 of the SE 1/4 of the SE 1/4 of Section 20, Township 50 South, Range 42 East, said lands situate, lying and being in Broward County, Florida.

(43) Addition by Ordinance No. 58-89. Lots 10 and 11, Block 1, West Dania Heights according to the plat thereof recorded in plat book 23, page 49, of the public records of Broward County, Florida, less the south 30.75 feet thereof, together with Lot 12, Block 1, less the following described property: Commence at the SE corner of the SE 1/4 of Section 29; thence South 88°25'04" West, along the south line of said Section 29, a distance of 408.75 feet; thence North 01°34'56" West, perpendicular to last described course, a distance of 65.08 feet to the point of beginning; also being the beginning of a curve concave southerly having a tangent bearing of North 87°02'54" East; thence easterly along said curve having a radius of 2,337.83 feet, a central angle of 01°22'10", for an arc distance of 55.88 feet to the end of said curve; thence North 88°25'04" East, along a line 65.75 feet northerly of and parallel with said south line of Section 29, a distance of 19.13 feet; thence South 01°30'47" East, a distance of 30.75 feet; thence south 88°25'04" West, along the northerly existing right-of-way line of Griffin Road, being 35 feet northerly of and parallel with said south line of Section 29, a distance of 75 feet; thence North 01°30'47" West, a distance of 30.75 feet to the point of beginning; said lands situate, lying and being in Broward County, Florida.

- (44) Addition by Ordinance No. 61-89. Lots 7 and 8, Block 2, West Dania Heights according to the plat thereof recorded in plat book 23, page 49, of the public records of Broward County, Florida, said lands situate, lying and being in Broward County, Florida.
- (45) Addition by Ordinance No. 62-89. Lot 3, "Palmeador Half Acres No. 2" as recorded in plat book 23, page 37, of the public records of Broward County, Florida, said lands situate, lying and being in Broward County, Florida.
- (46) Addition by Ord. No. 01-90. The north 70 feet of the south 210 feet of Tract 16 of Seaboard Farms, according to the plat thereof, recorded in plat book 18, page 22, of the public records of Broward County, Florida, said lands situate, lying and being in Broward County, Florida.
- (47) Addition by Ordinance No. 02-90. Lot 12 of Green Oaks, a subdivision of Tract 17 of Seaboard Farms, according to the plat of Green Oaks, recorded in plat book 21, page 42, of the public records of Broward County, Florida, said lands situate, lying and being in Broward County, Florida.
- (48) Addition by Ordinance No. 03-90. The east 158 feet of the south 140 feet of Tract 16, of Seaboard Farms, according to the plat thereof, recorded in plat book 18, page 22 of the public records of Broward County, Florida, said lands situate, lying and being in Broward County, Florida.
- (49) Addition by Ordinance No. 25-90. The west 309 feet of the north 172.50 feet of Tract 2, Block 4, Section 32, Township 50 South, Range 42 East, as recorded in plat book 2, page 32 of the public records of Dade County, Florida; said land now located in Broward County, Florida and containing 53,302 square feet (1.22364 acres); together with Tract 2 less the north 172.50 feet and less south 330 feet thereof, Block 4, Section 32, Township 50 South, Range 42 East, as recorded in plat book 2, page 32, of the public records of Dade County, Florida; said land now located in Broward County, Florida and containing 101,592 square feet (2.33223 acres), less that portion for road right-of-way described in official record book 5679, page 892, public records of Broward County, Florida; together with the north 172.50 feet less the west 309.00 feet thereof of Tract 2, Block 4, Section 32, Township 50 South, Range 42 East, as recorded in plat book 2, page 32 of the public records of Dade County, Florida, less that portion for road right-of-way described in official record book 5679, page 892, public records of Broward County, Florida; said land now located in Broward County, Florida and containing 52,602 square feet (1,2076 acres); now known as Parcel "A" of A.C.R. Plat, according to the plat thereof, recorded in plat book 118, at page 46, of the public records of Broward County, Florida.
- (50) Addition by Ordinance No. 26-90. The south 231.4 feet of Lot 3, Block 4, of Section 32, Township 50 South, Range 42 East, Reed Land Company Subdivision, plat book 2, page 32, of the public records of Dade County, Florida; said land situate, lying and being in Broward County, Florida; less that portion deeded to Broward County, Florida, for road right-of-way purposes, as set forth in those certain deeds recorded in official records book 7345, at page 628 and official records book 7572, at page 710, both of the public records of Broward County, Florida.
- (51) Addition by Laws of Fla., Ch. 90-483, Sec. 2(a)(Exhibit 1). Commercial-Industrial Property Sections 20 and 29; Township 50 South, Range 42 East, Broward County, Florida. A portion of Section 20,

Township 50 South, Range 42 East, and a portion of Section 29, of the "Subdivision of Sections 28, 29, 31 and 32, Township 50 South, Range 42 East," according to the plat thereof, as recorded in plat book 2, page 32 of the public records of Dade County, Florida, lying in Broward County, Florida, described as follows: Commencing at the northwest corner of the Southwest one-quarter (SW 1/4) of Section 20; thence for the following thirty-five (35) courses along the boundary shown on survey by Craven Thompson & Associates, Inc., dated June 1988, under Job No. 84-0217; (1) N 03°32'19" W along the west line of the northwest one-quarter (NW 1/4) of said Section 20, a distance of 44.64 feet to a point on the southerly right-of-way line of State Road No. 84 as shown on State of Florida Department of Transportation Right-of-Way Map, section 86095-24-4; (2) N 82°29'59" E 1,373.03 feet to the point of curvature of a 5,829.65 foot radius curve concave northerly; (3) thence easterly along said curve through a central angle of 03°23'07" an arc distance of 344.44 feet to the point of beginning; (4) S 01°54'32" E 180.18 feet; (5) S 32°56'54" W 420.07 feet to a point on the north right-of-way of I-595 as shown on the aforesaid Florida Department of Transportation Right-of-Way Map; (6) N 83°30'21" W along said right-of-way line 50.00 feet; (7) S 01°51'24" E 234.54 feet; (8) S 06°24'10" E 179.36 feet to a point on the north line of the south three-quarters (S 3/4) of the Southwest one-quarter (SW 1/4) of said Section 20; (9) S 89°20'02" W along the said north line of the South three-quarters (S 3/4) of the Southwest one-quarter (SW 1/4) of Section 20, a distance of 44.20 feet; (10) S 02°51'05" E 15.01 feet; (11) S 00°58'17" E 388.12 feet; (12) S 02°43'26" E along a line parallel with and 40.00 feet east of as measured at right angles to the west line of the East one-half (E 1/2) of the said Southwest one-quarter (SW 1/4) of Section 20, a distance of 679.30 feet; (13) S 89°34'05" W along a line parallel with and 60.00 feet south of as measured at right angles to the north line of the South one-half (S 1/2) of the North one-half (N 1/2) of the Southeast one-quarter (SE 1/4) of the said Southwest one-quarter (SW 1/4) of Section 20, a distance of 40.03 feet to a point on the said west line of the East one-half (E 1/2) of the Southwest one-quarter (SW 1/4) of Section 20; (14) S 02°43'26" E along the said west line of the East one-half (E 1/2) of the Southwest one-quarter (SW 1/4) of Section 20, a distance of 280.77 feet to a point on the north line of the South one-half (S 1/2) of the South one-half (S 1/2) of the said Southwest one-quarter (SW 1/4) of Section 20; (15) N 89°38'50" E along the said north line of the South one-half (S 1/2) of the South one-half (S 1/2) of the Southwest one-quarter (SW 1/4) of Section 20, a distance of 100.09 feet; (16) S 02°43'26" E along a line parallel with and 100.00 feet east of as measured at right angles to the said west line of the East one-half (E 1/2) of the Southwest one-quarter (SW 1/4) of Section 20, a distance of 646.89 feet; (17) S 89°48'27" W along a line parallel with and 35.00 feet north of as measured at right angles to the south line of the said Southwest one-quarter (SW 1/4) of Section 20, a distance of 100.10 feet to a point on the said west line of the East one-half (E 1/2) of the Southwest one-quarter (SW 1/4) of Section 20; (18) S 02°43'26" E along the said west line of the East one-half (E 1/2) of the Southwest one-quarter (SW 1/4) of Section 20, a distance of 35.03 feet to the southwest corner of the Southeast one-quarter (SE 1/4) of the said Southwest one-quarter (SW 1/4) of Section 20; (19) N 89°48'27" E along the said south line of the Southwest one-quarter (SW 1/4) of Section 20, a distance of 965.66 feet to the northeast corner of the West one-half (W 1/2) of Lot 4, Block 2 of Section 29 according to said plat of "Sections 28, 29, 31 and 32, Township 50 South, Range 42 East" (20) S 01°29'09" E along the east line of the said West one-half (W 1/2) of Lot 4 and a portion of the east line of the West one-half (W 1/2) of Lot 3 both of said Block 2, a distance of 742.81 feet to a point on the top of bank of that certain lake lying in said Lots 3 and 4, and also lying in Lots 9 and 10, Block 1, of said plat of "Sections 28, 29, 31,

and 32, Township 50 South, Range 42 East"; (21) thence S 54°37'54" W a distance of 7.21 feet; (22) thence S 45°20'04" W a distance of 17.63 feet; (23) thence S 37°47'08" W a distance of 18.19 feet; (24) thence S 31°04'38" E a distance of 12.50 feet; (25) thence S 16°47'42" W a distance of 43.97 feet, the last five (5) courses and distances being along the meandering westerly top of bank of said lake; (26) thence S 76°44'01" E a distance of 24.62 feet; (27) thence S 88°58'16" E a distance of 268.99 feet, the last two (2) courses and distances being along the meandering southerly top of bank of said lake; (28) thence N 32°17'02" E a distance of 30.90 feet; (29) thence N 54°38'05" E a distance of 27.21 feet; (30) thence N 81°38'15" E a distance of 44.26 feet; (31) thence N 72°24'51" E a distance of 24.06 feet; (32) thence N 64°42'20" E a distance of 44.10 feet to a point; said point being 100.00 feet south of as measured at right angles to the north line of said Lot 10; (33) N 88°25'05" E along a line parallel with and 100 feet south of as measured at right angles to the said north line of Lot 10, a distance of 577.84 feet to a point on the west line of Lot 8, of said Block 1; (34) N 01°26'55" W along a portion of the said west line of Lot 8, a distance of 767.08 feet to the north line of the Northeast one-quarter (NE 1/4) of said Section 29; (35) N 88°18'55" E along a portion of the said north line of the Northeast one-quarter (NE 1/4) of Section 29, also being the north line of said Lot 8, a distance of 27.62 feet to a point of intersection with the west line of the F.A.R. Part 77-50:1 Clear Zone for Runway 9-L for Fort Lauderdale-Hollywood International Airport dated November 1988; thence N 0°00'32" W along said west line 792.33 feet to a point of intersection with a line being parallel with and 875.00 feet north of (as measured at right angles to) the centerline of said Runway 9-L; thence N 89°59'28" E along said parallel line to a point on the centerline of Ravenswood Road Extension (as it existed in the City of Dania [Beach] Annexation Act of 1983); thence northerly along said centerline to a point on the southerly right-of-way line of State Road No. 84; thence southwesterly along said right-of-way line to the point of beginning.

Less the north 175 feet of the Northwest one-quarter (NW 1/4) of the Northwest one-quarter (NW 1/4) of the Southeast one-quarter (SE 1/4) of said Section 20, lying west of the west right-of-way line of Tram Road,

Also less:

That portion of Lots 17 and 18, Block 1 "Lakeview Village Addition" as recorded in plat book 47, page 32 of the public records of Broward County, Florida, lying east of the east right-of-way line of Tram Road.

Commercial and Industrial Property

In Section 29, Township 50 South, Range 42 East, Broward County, Florida.

That portion of the south 297 feet of the north 317 feet, less the west 355 feet thereof, Lot 4, Block 4, of the "Subdivision of Sections 28, 29, 31 and 32, Township 50 South, Range 42 East", as recorded in plat book 2, page 32 of the public records of Dade County, Florida, lying in Broward County, Florida;

And:

The east 287.92 feet, (as measured along the south line) less the north 317 feet thereof, Lot 4, Block 4, of the "Subdivision of Sections 28, 29, 31 and 32, Township 50 South, Range 42 East", as recorded in plat book 2, page 32 of the public records of Dade County, Florida, lying in Broward County, Florida.

And:

Lot 8, and Lots 10 through 15, inclusive, Block 1, and Lots 7, 8, and 10, Block 2 of "West Dania Heights" as recorded in plat book 23, page 49 of the public records of Broward County, Florida.

And:

The south 170 feet of Tract 16, Block 4 of the "Subdivision of Sections 28, 29, 31 and 32, Township 50 South, Range 42 East" as recorded in plat book 2, page 32 of the public records of Dade County, Florida, being in Broward County, Florida;

And:

Lots 1 and 2, Block 1, and Lots 1 and 2, Block 2, of "Broward Heights" as recorded in plat book 31, page 28 of the public records of Broward County, Florida;

And:

Lots 12 through 15, inclusive, Block 3, and Lots 12 and 13, Block 6, and Lot 11, Block 2, of "Seaboard Park" as recorded in plat book 12, page 24 of the public records of Broward County, Florida;

And:

Parcel A of "Avon Park" as recorded in plat book 44, page 2 of the public records of Broward County, Florida.

And:

Lots 2 and 3, Block 1 of "Ravenswood Park" as recorded in plat book 30, page 31 of the public records of Broward County, Florida.

And:

The North one-half (N 1/2) of Tract B, together with Tracts C and D of "Ravenswood Heights" as recorded in plat book 31, page 6 of the public records of Broward County, Florida.

And:

That portion of the Southeast one-quarter (SE 1/4) of the Northeast one-quarter (NE 1/4) of the Northeast one-quarter (NE 1/4) of said Section 29, lying south of and adjacent to the south line of the F.A.R. Part 77-50:1 Clear Zone for Runway 9-L adjacent thereto.

Commercial and Industrial Property

In Section 30, Township 50 South, Range 42 East, Broward County, Florida.

Lots 19 through 21, Block 1, and Lot 17 and that portion of Lots 18 and 19, Block 2 "Canal Groves" as recorded in plat book 22, page 31 of the public records of Broward County, Florida, lying South of Parcel B "Ashley Center" as recorded in plat book 129, page 36, of the public records of Broward County, Florida.

And:

Parcel B of "Ashley Center" as recorded in plat book 129, page 36 of the public records of Broward County, Florida;

And:

Lots 15 through 17, Block 8, and Lots 15 through 17, Block 9, of "Canal Groves 1st Addition" as recorded in plat book 23, page 41 of the public records of Broward County, Florida; adjacent thereto;

And:

Parcels B and C of "Avon Isles" as recorded in plat book 40, page 31 of the public records of Broward County, Florida;

And:

Lots 1, 2, 3, 54, 55, and 56, Block 1, and Lots 1, 2, 3, 4, 55, 56, 57 and 58, Block 2 of "Davis Isles" as recorded in plat book 29, page 19, of the public records of Broward County, Florida.

Commercial and Industrial Property

In Section 31, Township 50 South, Range 42 East Broward County, Florida.

The west 400 feet of Block 2, and the east 250 feet of Lot 3, Block 3, "Donna Subdivision" as recorded in plat book 55, page 24 of the public records of Broward County, Florida.

Commercial and Industrial Property

In Section 32, Township 50 South, Range 42 East Broward County, Florida.

And:

Lot 1 and the north 60 feet of Lot 2, Block 1, together with Lot 40 and the north 60 feet of Lot 39, Block 2, "Jacaranda Heights" as recorded in plat book 31, page 31 of the public records of Broward County, Florida,

And:

Lot 1, Block 2 "Parkview Manor" as recorded in plat book 66, page 14 of the public records of Broward County, Florida,

And:

Parcel A of "P.D.J. Miller Plat" as recorded in plat book 124, page 31 of the public records of Broward County, Florida,

And:

Lots 1 and 2, "Rose Manor" as recorded in plat book 42, page 16 of the public records of Broward County, Florida,

And:

Lots 1 through 3, Block 1, and Lots 1 through 4, Block 2; "Seaboard Heights" as recorded in plat book 14, page 14 of the public records of Broward County, Florida,

And:

Lots 1 and 2, Block 2 "Seminole Park Subdivision" as recorded in plat book 24, page 32 of the public records of Broward County, Florida,

And:

Parcel A, "Pirkles Property", as recorded in plat book 89, page 33 of the public records of Broward County, Florida,

And:

Tract 4, less the west 330 feet thereof, Block 1 of the "Subdivision of Sections 28, 29, 31 and 32, Township 50 South, Range 42 East" as recorded in plat book 2, page 32 of the public records of Dade County, Florida, lying and being in Broward County, Florida;

And:

The north 150 feet of Tract 8, Block 1 of the "Subdivision of Sections 28, 29, 31 and 32, Township 50 South, Range 42 East" as recorded in plat book 2, page 32 of the public records of Dade County, Florida, lying and being in Broward County, Florida;

And:

The south 84.20 feet of the north 137.20 feet of the east 125 feet of Tract 9, Block 1 of the "Subdivision of Sections 28, 29, 31 and 32, Township 50 South, Range 42 East" as recorded in plat book 2, page 32 of the public records of Dade County, Florida, said lands lying and being in Broward County, Florida;

And:

The north 106 feet of the west 500 feet of Tract 9, Block 1 of the "Subdivision of Sections 28, 29, 31 and 32, Township 50 South, Range 42 East" as recorded in plat book 2, page 32 of the public records of Dade County, Florida, said lands lying and being in Broward County, Florida;

And:

The east 135 feet of the north 200 feet of Tract 6, Block 2, of the "Subdivision of Sections 28, 29, 31 and 32, Township 50 South, Range 42 East" as recorded in plat book 2, page 32 of the public records of Dade County, Florida, lying and being in Broward County, Florida;

And:

The north 200 feet of Tract 6, Block 2, less the east 185 feet thereof of the "Subdivision of Sections 28, 29, 31 and 32, Township 50 South, Range 42 East", as recorded in plat book 2, page 32 of the public records of Dade County, Florida, lying and being in Broward County, Florida;

And:

The west 140 feet of the north 200 feet of Tract 7, Block 2, of the "Subdivision of Sections 28, 29, 31 and 32, Township 50 South, Range 42 East" as recorded in plat book 2, page 32 of the public records of Dade County, Florida lying and being in Broward County, Florida;

And:

The north 200 feet of the East one-half (E 1/2) and the north 200 feet of the West one-half (W 1/2) of the West one-half (W 1/2) of Tract 9, Block 2 of the "Subdivision of Sections 28, 29, 31 and 32, Township 50 South, Range 42 East" as recorded in plat book 2, page 32 of the public records of Dade County, Florida, lying and being in Broward County, Florida;

And:

The north 120 feet of the East one-half (E 1/2) of Tract 4, less the west 165 feet thereof, Block 2 of the "Subdivision of Sections 28, 29, 31 and 32, Township 50 South, Range 42 East" as recorded in plat book 2, page 32 of the public records of Dade County, Florida, lying and being in Broward County, Florida;

And:

The north 190 feet of the west 165 feet of the East one-half (E 1/2) of Tract 4, Block 2, of the "Subdivision of Sections 28, 29, 31 and 32, Township 50 South, Range 42 East" as recorded in plat book 2, page 32 of the public records of Dade County, Florida, lying and being in Broward County, Florida;

And:

The north 130 feet of the west 140 feet of Tract 4, Block 2, of the "Subdivision of Sections 28, 29, 31 and 32, Township 50 South, Range 42 East" as recorded in plat book 2, page 32 of the public records of Dade County, Florida, lying and being in Broward County, Florida;

And:

Parcel A of "A.C.R. Plat" as recorded in plat book 118, page 46 of the public records of Broward County, Florida;

And:

All of "A.N.J. Trust Plat" as recorded in plat book 107, page 15 of the public records of Broward County, Florida;

And:

All of Lot 4, "Palmeador Half Acres No. 2" as recorded in plat book 23, page 37 of the public records of Broward County, Florida,

And:

All of "Halligan Heights" as recorded in plat book 28, page 9 of the public records of Broward County, Florida;

And:

Parcel A of "Lakeview Warehouse Plat" as recorded in plat book 116, page 23 of the public records of Broward County, Florida,

And:

Parcels A, B and C, "Lakeview Warehouse Plat 1st Addition" as recorded in plat book 125, page 42 of the Public Records of Broward County, Florida,

And:

Tracts 15 and 16, Block 4, of the "Subdivision of Sections 28, 29, 31 and 32, Township 50 South, Range 42 East" as recorded in plat book 2, page 32 of the public records of Dade County, Florida, lying and being in Broward County, Florida, less the plats of "Lakeview Warehouse Plat" as recorded in plat book 116, page 23, and "Lakeview Warehouse Plat 1st Addition" as recorded in plat book 125, page 42, both of the public records of Broward County, Florida,

And:

The south 214 feet of Tract 13, Block 4 of the "Subdivision of Sections 28, 29, 31 and 32, Township 50 South, Range 42 East" as recorded in plat book 2, page 32 of the public records of Dade County, Florida, less the west 30 feet thereof lying and being in Broward County, Florida.

Editor's note--It should be noted that Sec. 3(d) of Ch. 90-483 provides that upon the expiration of the nonannexation period (the five (5) year period following the effective date of the act), the corporate limits of the City of Dania [Beach] shall be expanded to include that portion of the Ravenswood Road Annexation Area described in Exhibit 3:

Exhibit 3

A portion of Section 20, Township 50 South, Range 42 East, and a portion of Section 29, of the plat of Sections 28, 29, 31 and 32, Township 50 South, Range 42 East, according to the plat thereof, as recorded in plat book 2, page 32 of the public records of Dade County, Florida, described as follows:

Commencing at the northwest corner of the Southwest one-quarter (SW 1/4) of Section 20; thence for the following thirty-five (35) courses along the boundary shown on survey by Craven Thompson & Associates, Inc., dated June 1988, under Job No. 84-0217; (1) N 03°32'19" W along the west line of the Northwest one-quarter (NW 1/4) of said Section 20, a distance of 44.64 feet to a point on the southerly right-of-way line of State Road No. 84 as shown on State of Florida Department of Transportation Right-of-Way Map, Section 86095-2404; (2) N 82°29'59" E 1,373.03 feet to the point of curvature of a 5,829.65 foot radius curve concave northerly; (3) thence easterly along said curve through a central angle of 03°23'07" an arc distance of 344.44 feet to the point of beginning; (4) S 01°54'32" E 180.18 feet; (5) S 32°56'54" W 420.07 feet to a point on the north right-of-way line of I-595 as shown on the aforesaid Florida Department of Transportation Right-of-Way Map; (6) N 83°30'21" W along said right-of-way line 50.00 feet; (7) S 01°51'24" E 234.54 feet; (8) S 06°24'10" E 179.36 feet to a point on the north line of the South three-quarters (S 3/4) of the Southwest one-quarter (SW 1/4) of said Section 20; (9) S 89°20'02" W along the said north line of the South three-quarters (S 3/4) of the Southwest one-quarter (SW 1/4) of Section 20, a distance of 44.20 feet; (10) S 02°51'05" E 15.01 feet; (11) S 00°58'17" E 388.12 feet; (12) S 02°43'26" E along a line parallel with and 40.00 feet east of as measured at right angles to the west line of the East one-half (E 1/2) of the said Southwest one-quarter (SW 1/4) of Section 20, a distance of 679.30 feet; (13) S 89°34'05" W along a line parallel with and 60.00 feet south of as measured at right angles to the north line of the South one-half (S 1/2) of the North one-half (N 1/2) of the Southeast one-quarter (SE 1/4) of the said Southwest one-quarter (SW 1/4) of Section 20, a distance of 40.03 feet to a point on the said west line of the East one-half (E 1/2) of the Southwest one-quarter (SW 1/4) of Section 20; (14) S 02°43'26" E along the said west line of the East one-half (E 1/2) of the Southwest one-quarter (SW 1/4) of Section 20, a distance of 280.77 feet to a point on the north line of the South one-half (S 1/2) of the South one-half (S 1/2) of the said Southwest one-quarter (SW 1/4) of Section 20; (15) N 89°38'50" E along the said north line of the South one-half (S 1/2) of the South one-half (S 1/2) of the Southwest one-quarter (SW 1/4) of Section 20, a distance of 100.09 feet; (16) S 02°43'26" E along a line parallel with and 100.00 feet east of as measured at right angles to the said west line of the East one-half (E 1/2) of the southwest one-quarter (SW 1/4) of Section 20, a distance of 646.89 feet; (17) S 89°48'27" W along a line parallel with and 35.00 feet north of as measured at right angles to the south line of the said Southwest one-quarter (SW 1/4) of Section 20, a distance of 100.10 feet to a point on the said west line of the East one-half (E 1/2) of the Southwest one-quarter (SW 1/4) of Section 20; (18) S 02°43'26" E along the said west line of the East one-half (E 1/2) of the Southwest one-quarter (SW 1/4) of Section 20, a distance of 35.03 feet to the southwest corner of the Southeast one-quarter (SE 1/4) of the said Southwest one-quarter (SW 1/4) of Section 20; (19) N 89°48'27" E along the said south line of the Southwest one-quarter (SW 1/4) of Section 20, a distance of 965.66 feet to the northwest corner of the West one-half (W 1/2) of Lot 4, Block 2 of Section 29 according to said plat of Sections 28, 29, 31 and 32; (20) S 01°29'09" E along the east line of the said West one-half (W 1/2) of Lot 4 and a portion of the east line of the West one-half (W 1/2) of Lot 3, both of said Block 2, a distance of 742.81 feet to a point on the top of bank of that certain lake lying in said Lots 3 and 4, and also lying in Lots 9

and 10, Block 1, of said plat of Section 29; (21) thence S 54°37'54" W a distance of 7.21 feet; (22) thence S 45°20'04" W a distance of 17.63 feet; (23) thence S 37°47'08" W a distance of 18.19 feet; (24) thence S 31°04'38" E a distance of 12.50 feet (25) thence S 16°47'42" W a distance of 43.97 feet, the last five (5) courses and distance being along the meandering westerly top of bank of said lake (26) thence S 76°44'01" E a distance of 24.62 feet (27) thence S 88°58'16" E a distance of 268.99 feet, the last two (2) courses and distances being along the meandering southerly top of bank of said lake; (28) thence N 32°17'02" E a distance of 30.90 feet; (29) thence N 54°38'05" E a distance of 27.21 feet; (3) thence N 81°38'15" E a distance of 44.26 feet; (31) thence N 72°24'51" E a distance of 24.06 feet; (32) thence N 64°42'20" E a distance of 44.10 feet to a point; said point being 100.00 feet south of as measured at right angles to the north line of said Lot 10; (33) N 88°25'05" E along a line parallel with and 100 feet south of as measured at right angles to the said north line of Lot 10, a distance of 577.84 feet to a point on the west line of Lot 8, of said Block 1; (34) N 01°26'55" W along a portion of the said west line of Lot 8, a distance of 767.08 feet to the north line of the Northeast one-quarter (NE 1/4) of said Section 29; (35) N 88°18'55" E along a portion of the said north line of the northeast one-quarter (NE 1/4) of Section 29, also being the north line of said Lot 8, a distance of 27.62 feet to a point of intersection with the west line of the F.A.R. Part 77-50:1 Clear zone for Runway 9-L for Fort Lauderdale - Hollywood International Airport dated November 1988; thence N 0°00'32" W along said west line 792.33 feet to a point of intersection with a line being parallel with and 875.00 feet north of (as measured at right angles to) the centerline of said Runway 9-L; thence N 89°59'28" E along said parallel line to a point on the centerline of Ravenswood Road Extension (as it existed in the City of Dania [Beach] Annexation Act of 1983); thence northerly along said centerline to a point on the southerly right-of-way line of State Road 84; thence southwesterly along said right-of-way line to the point of beginning.

Less: the following described parcels of land:

The north 140.00 feet of Lot 3, Block 3, "Tropic Farms" as recorded in plat book 24, page 30 of the public records of Broward County, Florida.

Also less:

The north 70.00 feet of the south 280.00 feet of Tract 16, "Seaboard Farms" as recorded in plat book 18, page 22 of the public records of Broward County, Florida.

Also less:

The north 140.00 feet of the south 420.00 feet of Tract 16, "Seaboard Farms", as recorded in plat book 18, page 22 of the public records of Broward County, Florida.

Also less:

The north 70.00 feet of the south 210.00 feet of Tract 16, "Seaboard Farms", as recorded in plat book 18, page 22 of the public records of Broward County, Florida.

Also less:

Lot 12 of "Green Oaks" as recorded in plat book 21, page 42 of the public records of Broward County, Florida.

Also less:

Parcel A, "Cross Roads Industrial Park," as recorded in plat book 115, page 39 of the public records of Broward County, Florida.

Also less:

The Northwest one-quarter (NW 1/4) of the Southeast one-quarter (SE 1/4) of the Southeast one-quarter (SE 1/4) of Section 20, Township 50 South, Range 42 East, less the south 470.00 feet and less the west 535.00 feet thereof;

Also less:

The east 100.00 feet of the west 535.00 feet, less the south 470.00 feet of the Northwest one-quarter (NW 1/4) of the Southeast one-quarter (SE 1/4) of the Southeast one-quarter (SE 1/4) of Section 20, Township 50 South, Range 42 East;

Also less:

That portion of the north 165.00 feet of the Northeast one-quarter (NE 1/4) of the Southeast one-quarter (SE 1/4) of the Southeast one-quarter (SE 1/4) of the Section 20, Township 50 South, Range 42 East, Broward County, Florida, lying west of the west right-of-way line of relocated Ravenswood Road, as shown on the Florida Department of Transportation's Right-of-Way Map Section 86095-2405, Sheet 4 of 19, last dated December 3, 1985.

Also less:

The east 100.00 feet of the west 535.00 feet of the north 210.00 feet of the south 410.00 feet of the Northwest one-quarter (NW 1/4) of the Southeast one-quarter (SE 1/4) of the Southeast one-quarter (SE 1/4) of Section 20, Township 50 South, Range 42 East;

Together with: the following described lands lying within Section 29, Township 50 South, Range 42 East, Broward County, Florida:

That portion of the South one-half (S 1/2) of said Section 29, lying South of the North mean high water line of the Dania Cut-off Canal;

And:

The east 287.92 feet (as measured along the south line) less the north 317 feet thereof, Lot 4, Block 4 of Section 29 of the "Subdivision of Sections 28, 29, 31 and 32, Township 50 South, Range 42 East" as recorded in plat book 2, page 32 of the public records of Dade County, Florida; and the south 297 feet of the north 317 feet of said Lot 4, Block 4, lying and being in Broward County, Florida;

And:

The East one-half (E 1/2) of the Southeast one-quarter (SE 1/4) of the Northeast one-quarter (NE 1/4) of said Section 29;

And:

That portion of the Southeast one-quarter (SE 1/4) of the Northeast one-quarter (NE 1/4) of the Northeast one-quarter (NE 1/4) of said Section 29, lying south of a line that is parallel with and 875.00 feet south of (as measured at right angles to) the centerline of the aforementioned Runway 9-L.

Less: the following described parcels:

Lot A, and the South one-half (S 1/2) of Lot B, "Ravenswood Heights", as recorded in plat book 31, page 6 of the public records of Broward County, Florida;

Also less:

Parcel A, of "D. and C. Properties", as recorded in plat book 111, page 49 of the public records of Broward County, Florida;

Also less:

Parcel A, of "D and C Properties Addition" as recorded in plat book 113, page 20 of the public records of Broward County, Florida;

Also less:

Lot 1, and Lots 4 through 7, Block 1, and Lots 4 through 7, Block 2 and that portion of S.W. 42nd Street lying south of and adjacent to said Blocks 1 and 2, and that portion of S.W. 22nd Terrace lying west of said Lot 7, Block 2 and that portion of S.W. 22nd Avenue, lying between Lot 4, Block 2 and Lot 7, Block 1, "Ravenswood Park" as recorded in plat book 30, page 31 of the public records of Broward County, Florida;

Also less:

Lot 3, Block 4, of Section 29, of "Subdivision of Sections 28, 29, 31, and 32, Township 50 South, Range 42 East" as recorded in plat book 2, page 32 of the public records of Dade County, Florida, being in Broward County, Florida, lying south of the Dania Cut-off Canal;

Also less:

Lots 7 and 9, Block 1 and Lot 9, Block 2, "West Dania Heights", as recorded in plat book 23, page 49 of the public records of Broward County, Florida;

Together with: the following described lands lying within Section 30, Township 50 South, Range 42 East, Broward County, Florida:

That portion of Section 30, Township 50 South, Range 42 East, Broward County, Florida, bounded on the north by the north mean high water line of the Dania Cut-off Canal, bounded on the south by the south line of said Section 30, bounded on the east by the east line of said Section 30, and bounded on the west by the east line of the Florida Power and Light Company Easement (E-18328 E-22099-2), less that portion of Griffin Road right-of-way in said Section 30, lying West of the northerly extension of the east line of Lot 2, Block 3, "Donna Subdivision", as recorded in plat book 55, page 24 of the public records of Broward County, Florida, and east of the east line of said Florida Power and Light Company Easement, also less that portion of the North one-half (N 1/2) of said Dania Cut-off Canal lying west of the east line of the Southwest one-quarter (SW 1/4) of said Section 30 as contained in the City of Hollywood Annexation Ordinance Number O-89-72.

Together with: the following described lands lying within Section 31, Township 50 South, Range 42 East, Broward County, Florida:

All of Lot 3, and portions of Lot 4, 5, and 6, Block 1 in Section 31, according to the "Subdivision of Sections 28, 29, 31 and 32, Township 50 South, Range 42 East" as recorded in plat book 2 at page 32 of the public records of Dade County, Florida lying in Broward County, Florida, and Block 1, Block 2, and a portion of Block 3 of "Donna Subdivision" as recorded in plat book 55, page 24 of the public records of Broward County, Florida, all being more particularly described as follows:

Begin at the northeast corner of said Section 31; thence S 00°18'53" W along the east line of said Section 31, (assumed bearings) 1,344.10 feet; thence S 89°37'16" W 673.39 feet to a point of curvature of a circular curve concave to the northeast; thence westerly and northwesterly along the arc of said curve, having a radius of 425.00 feet, and a central angle of 34°03'05", for an arc distance of 252.28 feet to a point on a curve concave to the west, (radial to said point bears S 52°57'19" E); thence northeasterly, northerly and northwesterly along the arc of said curve having a radius of 50 feet and a central angle of 86°37'40", for an arc distance of 75.60 feet to a point of reverse curvature of a circular curve concave to the northeast; thence northwesterly and northerly along the arc of said curve, having a radius of 375.00 feet, and a central angle of 52°04'11", for an arc distance of 340.80 feet, to a point of tangency; thence N 02°29'13" E 699.31 feet to an intersection with the south plat limits of "Donna Subdivision"; thence N 87°30'47" W along said south plat limits, 1,053.55 feet to an intersection with a southerly prolongation of the east line of Lot 2, Block 3 of said "Donna Subdivision"; thence N 02°29'13" E along said prolongation of the east line of Lot 2, and a northerly prolongation thereof, 253.00 feet to the north line of said Section 31; thence S 87°30'47" E along the north line of Section 31, for 2071.01 feet to the point of beginning.

And:

The plats of "Oak Lakes", as recorded in Plat Book 84, Page 14, and "Broward County Fire Station No. 5/Morgue Site" as recorded in plat book 123, page 33, of the public records of Broward County, Florida, and that portion of the right-of-way of S.W. 31st Avenue, west of the east line of Section 31, Township 50 south, Range 42 East, Broward County, Florida, adjacent thereto.

Together with: all of Section 32, Township 50 South, Range 42 East, Broward County, Florida, Less: the following described parcels:

The Southwest one-quarter (SW 1/4) of the said Section 32;

Also less:

All of "Ravenswood Commerce Center", according to the plat thereof as recorded in plat book 129, page 45, of the public records of Broward County, Florida; said lands situate, lying and being in Broward County, Florida;

Also less:

All of Lot 1, 2, 3 and Lots 6 through 14, together with that part of West Lane Road lying between the westerly extensions of the north line of said Lot 9 and the south line of said Lot 10 and that portion of Midway Road lying west of the east line of said Lot 6, extended northerly of "Palmeador Half Acres No. 2", as recorded in plat book 23, page 37 of the public records of Broward County, Florida;

Also less:

The West one-half (W 1/2) of the Northeast one-quarter (NE 1/4) of the Southeast one-quarter (SE 1/4) of said Section 32;

Also less:

The Northwest one-quarter (NW 1/4) of the Southeast one-quarter (SE 1/4) of said Section 32;

Also less:

That certain Florida Power and Light Company Easement located in Section 32, Township 50 South, Range 42 East, Broward County, Florida, and recorded in official records book 368 at page 118 of the public records of Broward County, Florida;

Also less:

The south 35 feet of the North one-half (N 1/2) of said Section 32;

Also less:

"Emerald Office Park" as recorded in plat book 118, page 10 of the public records of Broward County, Florida, and that portion of right-of-way of Stirling Road lying north of the south line of said Section 32, adjacent thereto, and that portion of the right-of-way of Tram Road (S.W. 27th Avenue) lying east of the west line of the Southeast one-quarter (SE 1/4) of said Section 32, adjacent thereto;

Also less:

"La Beau Acres Third Unit" as recorded in plat book 82, page 11 of the public records of Broward County, Florida;

Also less:

"La Beau Acres Third Unit 1st Add." as recorded in plat book 99, page 46 of the public records of Broward County, Florida;

Also less:

Lots 1 through 11 inclusive of "La Beau Acres First Unit", as recorded in plat book 79, page 37 of the public records of Broward County, Florida, and that portion of Lot 12 of said "La Beau Acres First Unit" lying south of the north line of the Southwest one-quarter (SW 1/4) of the Southeast one-quarter (SE 1/4) of said Section 32, and that portion of S.W. 24th Avenue right-of-way as dedicated by said plat, adjacent to Lots 1 through 12, and the North one-half (N 1/2) of the right-of-way for S.W. 58th Manor as dedicated by said plat, and the West one-half (W 1/2) of S.W. 25th Avenue right-of-way as dedicated by said plat, and that portion of Stirling Road right-of-way lying south of and adjacent to the West one-half (W 1/2) of the right-of-way of said S.W. 25th Avenue.

Also less:

"La Beau Acres Fourth Unit" as recorded in Plat Book 106, Page 34 of the Public Records of Broward County, Florida;

Also less:

That portion of the right-of-way of Tram Road (S.W. 27th Avenue) lying east of the west line of the Southwest one-quarter (SW 1/4) of the Southeast one-quarter (SE 1/4) of said Section 32;

Also less:

All that portion of Tract 12, Block 4 in Section 32, Township 50 South, Range 42 East of "Subdivision Sections 28, 29, 31, and 32, Township 50 South, Range 42 East," as recorded in plat book 2, page 32 of the public records of Dade County, Florida, being the south 165.00 feet of the east 305.00 feet of the said Tract 12, as measured along the south and west lines thereof;

Also less:

All that portion of "Lake Windemere" bounded on the east by the plat of "La Beau Acres First Unit" as recorded in plat book 79, page 37 of the public records of Broward County, Florida, bounded on the south by the plat of "La Beau Acres Third Unit" as recorded in plat book 82, page 11 of the public records of Broward County, Florida; and a portion of "La Beau Acres Third Unit 1st Add." as recorded in plat book 99, page 46 bounded on the west by a portion of the aforementioned plat of "La Beau Acres Third Unit, 1st Add." and "La Beau Acres Fourth Unit" as recorded in plat book 106, page 34 of the public records of Broward County, Florida, and bounded on the north by the north line of the Southwest one-quarter (SW 1/4) of the Southeast one-quarter (SE 1/4) of said Section 32;

Also less:

"Ravenswood Gardens" as recorded in plat book 89, page 43 of the public records of Broward County, Florida, and that portion of the right-of-way of Ravenswood Road lying west of the east line of said Section 32, adjacent thereto;

Also less:

"Ravenswood Estates and Marinas" as recorded in plat book 67, page 15 of the public records of Broward County, Florida;

Also less:

All of "Ravenswood North" excluding the park site as shown thereon, as recorded in plat book 108, page 45 of the public records of Broward County, Florida;

Also less:

All of "Ravenswood Replat" as recorded in plat book 103, page 42 of the public records of Broward County, Florida.

Also less:

The south 200 feet of the east 200 feet of "Halligan Heights", according to the plat thereof as recorded in plat book 28, page 9, of the public records of Broward County, Florida, less the south 18 feet and less the east 20 feet thereof for road right-of-way;

Also less:

Parcel "A" of Stirling Corporate Park as recorded in plat book 130, page 30, of the public records of Broward County, Florida.

(52) De-annexation by Laws of Fla., Ch. 90-483, Sec. 5(b) (Exhibit 6).

Those portions of the South one-half (S 1/2) of Sections 20 and 21, Township 50 South, Range 42 East, Broward County, Florida, bounded on the north by a line that is parallel with and 875.00 feet north of, as measured at right angles to the centerline of F.A.R. Part 77-50:1 Clear Zone for Runway 9-L for Fort Lauderdale-Hollywood International Airport, as shown on the Airport Layout Plan dated November 1988; bounded on the west by the centerline of Ravenswood Road Extension (as it existed in the City of Dania [Beach] Annexation Act of 1983); bounded on the east by the easterly right-of-way line of Seaboard Airline Railroad as described in and annexed by Chapter 83-396, Laws of Florida; and bounded on the south by the south line of said Sections 20 and 21.

Together with:

That portion of the Northwest one-quarter (NW 1/4) of Section 28, Township 50 South, Range 42 East, Broward County, Florida, bounded on the south by a line that is parallel with and 875.00 feet south of, as measured at right angles to the centerline of the aforesaid Runway 9-L; bounded on the west by the west line of said Section 28; bounded on the north by the north line of said Section 28 and bounded on

the east by the easterly right-of-way line of Seaboard Airline Railroad as described in and annexed by chapter 83-396, Laws of Florida;

Together with Ordinance No. 02-89:

The East one-half (E 1/2) of Lot 6, Block 1 "Wilma Manors" according to the plat thereof, as recorded in Plat Book 31, Page 4 of the Public Records of Broward County, Florida, together with any interest in adjacent public right-of-way.

Together with Ordinance No. 03-87:

Lot 5, Block 1 of said "Wilma Manors" together with any interest in adjacent public right-of-way less that portion thereof, described in Official Records Book 12262, Page 777 of the Public Records of Broward County, Florida.

Together with Ordinance No. 03-89:

The West one-half (W 1/2) of Lot 6, Block 1 together with any interest in adjacent public right-of-way, "Wilma Manors", according to the plat thereof as recorded in Plat Book 31, Page 4, of the Public Records of Broward County, Florida; said lands situate, lying and being in Broward County, Florida; (now known as portion of "Gatto Plat" as recorded in plat book 126, page 41, of the public records of Broward County, Florida.)

Together with Ordinance No. 04-89:

Lot 15, Block 3, "Wilma Manors Addition", together with any interest in adjacent public right-of-way, according to the plat thereof, as recorded in plat book 32, page 28 of the public records of Broward County, Florida.

(53) Addition by Ordinance No. 42-90. A parcel of land in the West one-half (W 1/2) of the East one-half (E 1/2) of the Southwest one-quarter (SW 1/4) of the Northeast one-quarter (NE 1/4) of Section 20, Township 50 South, Range 42 East, Broward County, Florida, more fully described as follows: Commencing at the northwest corner of the said West one-half (W 1/2) of the East one-half (E 1/2) of the Southwest one-quarter (SW 1/4) of the Northeast one-quarter (NE 1/4) of Section 20; thence southerly along the west line thereof, a distance of 300 feet to the point of beginning; thence continue southerly along the said west line, a distance of 50 feet; thence northeasterly making an included angle of 75°32'44", a distance of 203.32 feet; thence southerly making an excluded angle of 75°29'52", a distance of 150 feet to a point on the north right-of-way line of State Road No. 84; thence northeasterly, along said right-of-way line, making an included angle of 75°29'52", a distance of 140 feet; thence northerly making an included angle of 104°30'08", a distance of 200 feet; thence southwesterly making an included angle of 75°29'52", a distance of 343.38 feet to the point of beginning; said lands situate, lying and being in Broward County, Florida; together with any interest of petitioners/owners in adjacent public right-of-way; and providing for filing of copies; and providing for an effective date.

(54) Addition by Ordinance No. 43-90. Certain properties described as all that part of the West one-half (W 1/2) of the Southwest one-quarter (SW 1/4) of the Northeast one-quarter (NE 1/4) of Section 20, Township 50 South, Range 42 East, lying north of the north right-of-way line of State Road 84 (200 foot right-of-way), less the following described parcels: beginning at the northeast corner of the said West one-half (W 1/2) of the Southwest one-quarter (SW 1/4) of the Northeast one-quarter (NE 1/4) of Section 20; thence southerly along the east line of said West one-half (W 1/2) of the Southwest one-quarter (SW 1/4) of the northeast one-quarter (NE 1/4) of Section 20, a distance of 123.52 feet; thence westerly, making an included angle of 90°05'43" a distance of 515.09 feet; thence northerly, making an included angle of 90°00'00", a distance of 139.59 feet to a point on the north line of the said West one-half (W 1/2) of the Southwest one-quarter (SW 1/4) of the Northeast one-quarter (NE 1/4) of Section 20; thence easterly along said north line, a distance of 515.54 feet to the point of beginning; and also less: Commencing at the intersection of the west line of the Northeast one-quarter (NE 1/4) of Section 20, Township 50 South, Range 42 East, and the north right-of-way of State Road 84; thence North 75°39'20" East, along an assumed bearing along the north right-of-way of State Road 84, a distance of 599.50 feet to the point of beginning; thence continue along aforesaid course 35 feet to a point; thence North 0°04'00" West, a distance of 30 feet to a point; thence South 75°39'20" West, a distance of 35 feet to a point, thence South 0°04'00" East, a distance of 30 feet to the point of beginning; said lands situate, lying and being in Broward County, Florida;

(55) Addition by Ordinance No. 44-90. A parcel of land in the West one-half (W 1/2) of the East one-half (E 1/2) of the Southwest one-quarter (SW 1/4) of the Northeast one-quarter (NE 1/4) of Section 20, Township 50 South, Range 42 East, Broward County, Florida, more fully described as follows: Beginning at the point of intersection formed by the west line of the said West one-half (W 1/2) of the East one-half (E 1/2) of the Southwest one-quarter (SW 1/4) of the Northeast one-quarter (NE 1/4) of Section 20, and the north right-of-way line of State Road No. 84; thence northeasterly along said north right-of-way line a distance of 203.19 feet; thence northerly making an included angle of 104°30'08" a distance of 150 feet; thence southwesterly parallel to said north right-of-way line, making an included angle of 75°29'52" a distance of 203.32 feet; thence southerly making an included angle of 104°27'16" a distance of 149.97 feet to the point of beginning.

(56) Addition by Ordinance No. 41-91. Parcels A and B of the plat of 84 Corporate Park as recorded in plat book 129 at page 31 of the public records of Broward County, Florida, being more particularly described as follows: that portion of the Southeast one-quarter (SE 1/4) of the Northwest one-quarter (NW 1/4) of Section 20, Township 50 South, Range 42 East, lying north of State Road 84 right-of-way less the following described parcel: beginning at the intersection of the east line of the northwest one-quarter (NW 1/4) of said Section 20, and the north right-of-way line of State Road 84; thence northerly along the said east line of the Northwest one-quarter (NW 1/4) of Section 20, a distance of 680 feet to the northeast corner of the said Southeast one-quarter (SE 1/4) of the Northwest one-quarter (NW 1/4) of Section 20; thence westerly along the north line of the said Southeast one-quarter (SE 1/4) of the Northwest one-quarter (NW 1/4) of Section 20 making an included angle of 90°26'10", a distance of 1,344.98 feet; thence southerly, making an included angle of 88°45'03", a distance of 200.05 feet; thence easterly, along a line 200 feet south of and parallel with the said north line of the Southeast one-

quarter (SE 1/4) of the Northwest one-quarter (NW 1/4) making an included angle of 91°14'57", a distance of 1,042.14 feet; thence southerly parallel to the said east line of the Northwest one-quarter (NW 1/4) of Section 20, making an included angle of 89°33'50", a distance of 200 feet; thence easterly parallel to the said north line of the Southeast one-quarter (SE 1/4) of the Northwest one-quarter (NW 1/4) of Section 20, making an included angle of 90°26'10", a distance of 200 feet; thence southerly parallel to the said east line of the Northwest one-quarter (NW 1/4) of Section 20, making an excluded angle of 90°26'10", a distance of 300 feet to a point on the north right-of-way line of State Road 84, thence northerly along the said north right-of-way line of State Road 84, making an angle of 75°39'17", a distance of 103.22 feet to the point of beginning.

(57) Addition by Ordinance No. 01-92. Parcel "A" and "B" of the H.V. Plat, a subdivision as shown on the plat recorded in plat book 85, page 27, of the public records of Broward County, Florida, more particularly described as beginning at the southeast corner of said parcel "B", thence run due west along the north right-of-way line of State Road 84, as shown on said plat, 559.62 feet to the southwest corner of said Parcel A; thence run North 4°46'22" East along the westerly line of said Parcel "A", 369.22 feet; thence continue along the said westerly line, North 31°58'33" East, 210.27 feet; thence run due east 75.00 feet; thence run North 4°46'22" East, along said westerly line 100.08 feet; thence run South 83°56'06" East, 386.91 feet; thence run South 4°46'22" West along the east line of said Parcel "B", 607.26 feet to the point of beginning; said lands situate, lying and being in Broward County, Florida, and contains 327,899 square feet, more or less.

(58) Addition by Laws of Fla., Ch. 96-535, Sec. 2. A portion of the West One-Half (W 1/2) of Section 23, Township 50 South, Range 42 East, said portion being described as follows:

BEGINNING at the intersection of the North line of the South One-Half (S 1/2) of the Northwest One-Quarter (NW 1/4) of said Section 23 and the Easterly Right-of-Way line of Relocated State Road 5 (U.S. 1) as shown on the Florida Department of Transportation Right-of-Way Map for State Road 862 (I-595), Section 86095-2406, Sheet 8 of 13, dated February 5, 1982, and last revised April 18, 1986; THENCE Southerly along said Easterly Right-of-Way line and Limited Access Right-of-Way Line (hereinafter referred to as L.A. R/W line) of said relocated State Road 5 as shown on Sheets 5, 7, and 8 of said Right-of-Way Map, a distance of 2,771.6 feet, more or less, to a point on the South line of the Northwest One-Quarter (NW 1/4) of the Southwest One-Quarter (SW 1/4) of said Section 23; THENCE S 88°04'26" W continuing along said Easterly L.A. R/W Line, as shown on said Sheet 5, a distance of 37.69 feet to a point on the East line of the Northwest One-Quarter (NW 1/4) of the Southwest One-Quarter (SW 1/4) of the Southwest One-Quarter (SW 1/4) of said Section 23; THENCE S 01°45'59" E along said East line a distance of 215.00 feet to a point of intersection with the South right-of-way line of the Port Everglades Belt Line Railway as shown on said Sheet 5 of the above referenced Right-of-Way Map; THENCE N 88°04'26" E along said South right-of-way line, a distance of 761.94 feet; THENCE N 71°20'47" E along said South Railway right-of-way line, a distance of 219.99 feet to a point of intersection with the Northerly L.A. R/W line of I-595 as shown on said Sheet 5; THENCE Easterly along said Northerly L.A. R/W line and along the arc of a non-tangent curve concave to the North, having a radius of 815.00 feet, a delta angle of 01°38'18", for an arc distance of 23.31 feet to a point of tangency; THENCE N 63°42'05" E along said Northerly L.A. R/W line, a distance of 219.66 feet to the end of said Northerly L.A. R/W line

as shown on said Sheet 5; THENCE S 28°58'19" E, a distance of 267.30 feet to a point of intersection with the Easterly L.A. R/W line of Relocated State Road 5/I-595 as shown on said Sheet 5; THENCE S 44°48'47" W along said Easterly L.A. R/W line, a distance of 368.79 feet to a point of intersection with a non- tangent curve concave to the Southwest, a radial line of said curve to said point having a bearing of N 59°34'54" E; THENCE Southeasterly along said L.A. R/W line, and along the arc of said curve to the right, having a radius of 600 feet and a delta angle of 13°05'23" for an arc distance of 137.07 feet to a point on the South line of the North One-Half (N 1/2) of the Southeast One-Quarter (SE 1/4) of the Southwest One-Quarter (SW 1/4) of said Section 23; THENCE N 88°05'45" E along said South line, a distance of 884.73 feet to a point of intersection with the East line of the West One-Half (W 1/2) of said Section 23; THENCE N 01°35'50" W along said East line, a distance of 3,373.8 feet, more or less, to the Northeast corner of the Southeast One-Quarter (SE 1/4) of the Northwest One-Quarter (NW 1/4) of said Section 23; THENCE S 87°26'47" W along the North line of the South One-Half (S 1/2) of the Northwest One- Quarter (NW 1/4) of said Section 23, a distance of 2,567.6 feet, more or less, to the POINT OF BEGINNING;

[NOTE: Bearings and distances used in the above description were based on information shown on the Florida Department of Transportation Right-of-Way Map for State Road 862 (I-595), Section 86095-2406, as referenced above.]

LESS THEREFROM a portion of the Southwest One-Quarter (SW 1/4) of said Section 23, annexed by the City of Dania [Beach] Ordinance No. 192, September 26, 1978, said portion being labeled as "Parcel No. 2" in said ordinance, and more particularly described as follows:

BEGINNING at the intersection of the West line of the East One-Half (E 1/2) of the Northeast One- Quarter (NE 1/4) of the Southwest One-Quarter (SW 1/4) of the Southwest One-Quarter (SW 1/4) of said Section 23 and the North right-of-way line of Port Everglades Authority Right-of-Way (100 foot right-of-way); THENCE Northerly, along the West line of the said East One-Half (E 1/2) of the Northeast One-Quarter (NE 1/4) of the Southwest One-Quarter (SW 1/4) of the Southwest One-Quarter (SW 1/4) of Section 23, and along the West line of the East One-Half (E 1/2) of the Southeast One-Quarter (SE 1/4) of the Northwest One-Quarter (NW 1/4) of the Southwest One-Quarter (SW 1/4), of said Section 23, a distance of 247 feet; THENCE Easterly, making an included angle of 90°11'37", a distance of 331.25 feet to a point on the East line of the said East One-Half (E 1/2) of the Southeast One-Quarter (SE 1/4) of the Northwest One-Quarter (NW 1/4) of the Southwest One-Quarter (SW 1/4) of Section 23; THENCE Southerly, along the said East line, making an included angle of 89°46'31", a distance of 132 feet to the Northwest corner of the West One-Half (W 1/2) of the Northwest One-Quarter (NW 1/4) of the Southeast One-Quarter (SE 1/4) of the Southwest One-Quarter (SW 1/4) of Section 23; THENCE Easterly, along the North line of the said West One-Half (W 1/2) of the Northwest One-Quarter (NW 1/4) of the Southeast One-Quarter (SE 1/4) of the Southwest One-Quarter (SW 1/4) of Section 23, making an included angle of 270°13'29", a distance of 331.19 feet to the Northeast corner of the said West One-Half (W 1/2) of the Northwest One-Quarter (NW 1/4) of the Southeast One-Quarter (SE 1/4) of the Southwest One-Quarter (SW 1/4) of Section 23; THENCE Southerly, along the East line of the said West One-Half (W 1/2) of the Northwest One-Quarter (NW 1/4) of the Southeast One-Quarter (SE 1/4) of the Southwest One-Quarter (SW 1/4) of Section 23, making an included angle of 89°44'39", a

distance of 40.78 feet to a point on the North right-of-way line of the said Port Everglades Authority Right-of-Way; THENCE Westerly, along the said North right-of-way line, making an included angle of 106°59'00", a distance of 257.87 feet; THENCE continuing Westerly, along the said North right-of-way line, making an included angle of 163°16'21", a distance of 415.61 feet to the POINT OF BEGINNING, the same being subdivided as PORT EVERGLADES WAREHOUSES PLAT NO. 3, as recorded in Plat Book 97, Page 44, of the Public Records of Broward County, Florida;

ALSO LESS THEREFROM a portion of the East One-Half (E 1/2) of the Southeast One-Quarter (SE 1/4) of the Northwest One-Quarter (NW 1/4) of the Southwest One-Quarter (SW 1/4) of said Section 23 annexed by the City of Dania [Beach] Ordinance No. 18-86, April 22, 1986, described as follows:

BEGINNING at a point 132 feet North of the Southeast corner of the East One-Half (E 1/2) of the Southeast One-Quarter (SE 1/4) of the Northwest One-Quarter (NW 1/4) of the Southwest One-Quarter (SW 1/4) of said Section 23; THENCE North 150 feet; THENCE West 330 feet; THENCE South 150 feet; THENCE East 330 feet to the POINT OF BEGINNING.

AND ALSO INCLUDING AND ANNEXING:

A parcel of land lying in the North One-Half (N 1/2) of Section 20, Township 50 South, Range 42 East, said parcel including the PLAT OF A PART OF GOV. LOT NO. 1 (also known as Rebecca Cohen's Resubdivision of part of Government Lot 1) as recorded in Plat Book 14, Page 21 of the Public Records of Broward County, Florida, said parcel being described as follows:

BEGINNING at the point of intersection of the East line of the Northwest One-Quarter (NW 1/4) of said Section 20, and the North right-of-way line of State Road 84; THENCE Northerly along the East line of the Northwest One-Quarter (NW 1/4) of said Section 20, a distance of 680 feet, more or less, to the Northeast corner of the Southeast One-Quarter (SE 1/4) of the Northwest One-Quarter (NW 1/4) of said Section 20; THENCE Easterly along the North line of the Southwest One-Quarter (SW 1/4) of the Northeast One-Quarter (NE 1/4) to a point of intersection with a line 217.66 feet West of and parallel with the East line of the West One-Half (W 1/2) of the Northwest One-Quarter (NW 1/4) of the Northeast One-Quarter (NE 1/4) of said Section 20; THENCE Northerly along the said parallel line to a point of intersection with the Southerly bank of the South Fork of New River; THENCE Westerly and Southwesterly along said South Bank of the South Fork of New River to a point of intersection with the West boundary of Government Lot One in said Section 20; THENCE Southerly along said West boundary of Government Lot 1 and along the West boundary of the Southeast One-Quarter (SE 1/4) of the Northwest One-Quarter (NW 1/4) of said Section 20 to the Northwest corner of PARCEL "B" of "84 CORPORATE PARK", as recorded in Plat Book 129, Page 31 of the Public Records of Broward County, Florida; THENCE Easterly along the North boundary of said PARCEL "B" a distance of 1042.42 feet to the Northeast corner of said PARCEL "B"; THENCE Southerly along the East boundary of said PARCEL "B" a distance of 200 feet to a point of intersection with the North boundary of PARCEL "A" of said Plat of "84 CORPORATE PARK"; THENCE Easterly along the North boundary of said PARCEL "A" a distance of 200 feet to the Northeast corner of said PARCEL "A"; THENCE Southerly along the East boundary of said PARCEL "A" a distance of 316.24 feet to a point of intersection with the North right-of-way line of State

Road 84; THENCE Easterly along said North right-of-way line a distance of 103.22 feet to the POINT OF BEGINNING. TOGETHER WITH: COMMENCING at the intersection of the West line of the Northeast One-Quarter (NE 1/4) of Section 20, Township 50 South, Range 42 East and the North right-of-way line of State Road 84; THENCE on an assumed bearing of North 75°39'20" East, along the said North right-of-way line of State Road 84, a distance of 599.50 feet to the POINT OF BEGINNING; THENCE continuing North 75°39'20" East along said North right-of-way line, a distance of 35 feet; THENCE North 0°04'00" West, a distance of 30 feet; THENCE South 75°39'20" West, a distance of 35 feet; THENCE South 0°04'00" East, a distance of 30 feet to the POINT OF BEGINNING. ALSO TOGETHER WITH: All of the right-of-way of State Road 84 lying between the Southerly extension of the Western limits of the City of Dania [Beach], as established by the City of Dania [Beach] Annexation Ordinance No. 01-92, and the Northerly Extension of the Eastern limits of the City of Dania [Beach] as established by Chapter 83-396, Laws of Florida, said Eastern limits also being the Western boundary of the City of Fort Lauderdale as established by the City of Fort Lauderdale Annexation Resolution No. 9177.

AND ALSO INCLUDING AND ANNEXING:

The West One-Half (W 1/2) of the Northeast One-Quarter (NE 1/4) of the Northeast One-Quarter (NE 1/4) of the Northeast One-Quarter (NE 1/4) of Section 4, Township 51 South, Range 42 East, LESS therefrom the following described parcel: BEGINNING at the Northeast corner of the West One-Half (W 1/2) of the Northeast One-Quarter (NE 1/4) of the Northeast One-Quarter (NE 1/4) of the Northeast One-Quarter (NE 1/4) of said Section 4; THENCE South, a distance of 135 feet; THENCE West, a distance of 50 feet; THENCE North, a distance of 135 feet; THENCE East, a distance of 50 feet to the POINT OF BEGINNING.

AND ALSO INCLUDING AND ANNEXING:

The North 400 feet of the West 150 feet of the East One-Half (E 1/2) of the Northwest One-Quarter (NW 1/4) of the Northeast One-Quarter (NE 1/4) of the Northeast One-Quarter (NE 1/4) of Section 4, Township 51 South, Range 42 East.

(59) Deannexation by Laws of Fla., Ch. 96-535.

A parcel of land in Sections 22, 23, 26, 27, 34 and 35, Township 50 South, Range 42 East, including all of the FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT SECOND ADDITION, as recorded in Plat Book 123, Page 20 of the Public Records of Broward County, Florida, all of D.D.K. PLAT as recorded in Plat Book 131, Page 19 of the Public Records of Broward County, Florida, and all of SEA-AIRE No. 1 as recorded in Plat Book 120, Page 35 of the Public Records of Broward County, Florida, and all of SEA-AIRE No. 3 as recorded in Plat Book 96, Page 45 of the Public Records of Broward County, Florida, and all of SEA-AIRE No. 4 as recorded in Plat Book 100, Page 37 of the Public Records of Broward County, Florida, and all of SEA-AIRE No. 2 as recorded in Plat Book 98, Page 1 of the Public Records of Broward County, Florida, and all of B & S PLAT as recorded in Plat Book 132, Page 18 of the Public Records of Broward County, Florida, and all of VALUE 0201 PLAT as recorded in Plat Book 127, Page 39 of the Public Records of Broward County, Florida, and a portion of FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT FIRST ADDITION, as recorded in Plat Book 120, Page 37 of the Public Records of Broward County, Florida,

and a portion of RICHLAND LITTLE FARMS as recorded in Plat Book 1, Page 33 of the Public Records of Broward County, Florida, and a portion of J.E. HASBROUCK'S REPLAT as recorded in Plat Book 16, Page 20 of the Public Records of Broward County, Florida, and all of PORT EVERGLADES WAREHOUSES PLAT NO. 2 as recorded in Plat Book 97, Page 6 of the Public Records of Broward County, Florida, and all of PORT EVERGLADES WAREHOUSE PLAT as recorded in Plat Book 97, Page 7 of the Public Records of Broward County, Florida, and all of NEW PLAT NO. 1 as recorded in Plat Book 98, Page 10 of the Public Records of Broward County, Florida, and all of PORT EVERGLADES NO. 5 as recorded in Plat Book 104, Page 23 of the Public Records of Broward County, Florida, and a portion of C.I.D.B. PLAT as recorded in Plat Book 140, Page 28 of the Public Records of Broward County, Florida, and a portion of TRANSWORLD PLAT as recorded in Plat Book 116, Page 8 of the Public Records of Broward County, Florida, and a portion of the proposed Clear Zones as shown on the Airport Layout Plan, dated November 1988, for Fort Lauderdale-Hollywood International Airport, and a portion of Tract No. 2 of WYLDWOOD as recorded in Plat Book 21, Page 4 of the Public Records of Broward County, Florida, and a portion of THE RITA W. SHAW PLAT as recorded in Plat Book 146, Page 25 of the Public Records of Broward County, Florida, and a portion of PASADENA IN HOLLYWOOD as recorded in Plat Book 10, Page 20 of the Public Records of Broward County, Florida, and a portion of the PORT EVERGLADES COMMERCE CENTER as recorded in Plat Book 122, Page 33 of the Public Records of Broward County, Florida, said parcel being more particularly described as follows:

BEGIN at the Northeast corner of the Northwest One-Quarter (NW 1/4) of Section 34, Township 50 South, Range 42 East; THENCE on a grid bearing of S 89°42'16" W along the North line of the said Northwest One-Quarter (NW 1/4) of Section 34 a distance of 999.92 feet to the West line of the East One-Half (E 1/2) of the Northwest One-Quarter (NW 1/4) of the Northeast One-Quarter (NE 1/4) of the Northwest One-Quarter (NW 1/4) of said Section 34; THENCE S 01°51'12" E along said West line a distance of 662.96 feet to the South line of the North One-Half (N 1/2) of the Northeast One-Quarter (NE 1/4) of the Northwest One-Quarter (NW 1/4) of said Section 34; THENCE N 89°26'39" E along the said South line a distance of 961.85 feet to a line 50.00 feet West of and parallel with the centerline of the 100 foot wide F.E.C. Railroad right-of-way; THENCE N 12°38'13" E along said parallel line a distance of 322.98 feet to the South line of said proposed 34:1 Clear Zone for Runway 31; THENCE S 36°28'11" E along said South line a distance of 704.63 feet to the East line of the said proposed 34:1 Clear Zone for Runway 31; THENCE N 44°59'59" E along said East line a distance of 999.79 feet to the South line of the said Tract No. 2 of WYLDWOOD; THENCE N 89°45'20" E along said South line a distance of 194.14 feet to the East line of the Northwest One-Quarter (NW 1/4) of the Northeast One-Quarter (NE 1/4) of said Section 34; THENCE N 01°43'06" W along said East line a distance of 132.02 feet to the South right-of-way line of the access road as shown on the Florida Department of Transportation Right-of-Way Map, Section 86095-2408, Sheet 2 of 8; THENCE N 88°16'55" E along said right-of-way line a distance of 40.00 feet; THENCE N 44°45'54" E continuing along said right-of-way line a distance of 56.58 feet to the South right-of-way line of Northeast 10th Street as shown on the said C.I.D.B. PLAT; THENCE N 89°45'20" E along said right-of-way line a distance of 2.18 feet; THENCE S 82°39'00" E continuing along said right-of-way line a distance of 90.80 feet to a line 47.00 feet South of and parallel with the North line of the Northeast One-Quarter (NE 1/4) of said Section 34; THENCE N 89°45'20" E along said parallel line, continuing along said right-of-way line a distance of 192.50 feet to the East line of said C.I.D.B. PLAT;

THENCE N 00°14'40" W along said East line a distance of 12.00 feet to a line 35.00 feet South of and parallel with the said North line of the Northeast One-Quarter (NE 1/4) of Section 34, said line also being the South right-of-way line of Northeast 10th Street as shown on said THE RITA W. SHAW PLAT; THENCE N 89°45'20" E along said parallel line, along said right-of-way line a distance of 23.34 feet; THENCE S 83°24'06" E continuing along said right-of-way line a distance of 100.72 feet to a line 47.00 feet South of and parallel with the said North line of the Northeast One-Quarter (NE 1/4) of Section 34; THENCE N 89°45'20" E along said parallel line, continuing along said right-of-way line a distance of 195.00 feet to the East line of Parcel "B" of said THE RITA W. SHAW PLAT; THENCE N 01°37'41" W along said East line a distance of 12.00 feet to a line 35.00 feet South of and parallel with the said North line of the Northeast One-Quarter (NE 1/4) of Section 34; THENCE N 89°45'20" E along said parallel line a distance of 683.81 feet to the East line of the said Northeast One-Quarter (NE 1/4) of Section 34; THENCE N 87°55'24" E along a line 35.00 feet South of and parallel with the North line of the Northwest One-Quarter (NW 1/4) of said Section 35, a distance of 2,000 feet more or less to the East line of the West One-Half (W 1/2) of the East One-Half (E 1/2) of the Northwest One-Quarter (NW 1/4) of said Section 35; THENCE Northerly along said East line a distance of 35.00 feet to the North line of said Section 35, said point also being the intersection of the South line of the Southwest One-Quarter (SW 1/4) of said Section 26 and the East line of the West One-Half (W 1/2) of the East One-Half (E 1/2) of the Southwest One-Quarter (SW 1/4) of said Section 26; THENCE N 02°13'45" W along said East line a distance of 2690.84 feet to the North line of the Southwest One-Quarter (SW 1/4) of said Section 26, THENCE S 88°01'52" W along said North line a distance of 663.77 feet to the East line of the West One-Half (W 1/2) of the Northwest One-Quarter (NW 1/4) of said Section 26; THENCE N 02°09'34" W along said East line a distance of 1344.79 feet to the Northwest corner of the Southeast One-Quarter (SE 1/4) of the Northwest One-Quarter (NW 1/4) of said Section 26; THENCE N 88°04'20" E along the North line of said Southeast One-Quarter (SE 1/4) of the Northwest One-Quarter (NW 1/4) of Section 26 a distance of 4.31 feet to the Southerly extension of the West line of said PORT EVERGLADES COMMERCE CENTER; THENCE N 02°02'12" W along said Southerly extension a distance of 50.00 feet to the Southwest corner of said PORT EVERGLADES COMMERCE CENTER; THENCE N 88°04'20" E along the South line of said PORT EVERGLADES COMMERCE CENTER a distance of 96.20 feet to a point on the West line of said PORT EVERGLADES COMMERCE CENTER; THENCE S 02°09'37" E along said West line a distance of 42.50 feet to a line 7.50 feet South of and parallel with the South line of PORT EVERGLADES COMMERCE CENTER; THENCE N 88°04'20" E along said parallel line a distance of 149.26 feet to a line 4.50 feet East of and parallel with the West line of Parcel "A" of said PORT EVERGLADES COMMERCE CENTER; THENCE N 15°52'52" E along said parallel line a distance of 405.44 feet to a line 10.51 feet North of and parallel with the North line of said Parcel "A"; THENCE N 88°06'48" E along said parallel line a distance of 34.13 feet; THENCE N 15°52'52" E a distance of 48.87 feet; THENCE N 73°23'51" W a distance of 53.76 feet to the East line of the said proposed 50:1 Clear Zone for Runway 27R; THENCE N 00°00'30" W along said East line and its Northerly extension thereof a distance of 1562.60 feet to the North line of the South One-Half (S 1/2) of the South One-Half (S 1/2) of the Southwest One-Quarter (SW 1/4) of said Section 23; THENCE S 88°05'24" W along said North line a distance of 96.19 feet to the East line of the West One-Half (W 1/2) of the Northwest One-Quarter (NW 1/4) of the Southeast One-Quarter (SE 1/4) of the Southwest One-Quarter (SW 1/4) of said Section 23; THENCE N 01°39'56" W along said East line a distance of 528.98 feet to the South line of the Port Everglades Railway Right-of-

Way (100 foot right-of-way); THENCE S 71°21'04" W along said South right-of-way line a distance of 242.03 feet; THENCE S 88°04'43" W continuing along said South right-of-way line a distance of 430.66 feet to the West line of the East One-Half (E 1/2) of the Northeast One-Quarter (NE 1/4) of the Southwest One-Quarter (SW 1/4) of the Southwest One-Quarter (SW 1/4) of said Section 23; THENCE S 01°43'43" E along said West line a distance of 459.19 feet to the said North line of the South One-Half (S 1/2) of the South One-Half (S 1/2) of the Southwest One-Quarter (SW 1/4) of Section 23; THENCE S 88°05'24" W along said North line a distance of 992.44 feet to the West line of the Southwest One-Quarter (SW 1/4) of said Section 23; THENCE N 01°49'25" W along said West line a distance of 259.00 feet to a line 259 feet North of and parallel with the South line of the Northwest One-Quarter (NW 1/4) of the Southwest One-Quarter (SW 1/4) of the Southwest One-Quarter (SW 1/4) of said Section 23; THENCE N 88°05'24" E along said parallel line a distance of 330.96 feet to the East line of the West One-Half (W 1/2) of the Northwest One-Quarter (NW 1/4) of the Southwest One-Quarter (SW 1/4) of the Southwest One-Quarter (SW 1/4) of said Section 23; THENCE N 01°47'31" W along said East line a distance of 200.02 feet to the said South right-of-way line of Port Everglades Railway (100 feet right-of-way); THENCE S 88°04'22" W along said South right-of-way line a distance of 331.07 feet; THENCE N 84°12'09" W continuing along said South right-of-way line a distance of 754.74 feet to the East right-of-way line of the Old Dixie Highway; THENCE S 13°54'33" W along said East right-of-way line a distance of 562.16 feet to a line 676.26 feet North of and parallel with the South line of said Section 22; THENCE S 89°18'59" W along said parallel line a distance of 30.83 feet to the West right-of-way line of Old Dixie Highway; THENCE S 12°38'13" W along said West right-of-way line a distance of 680.15 feet to the East right-of-way line of the F.E.C. Railroad, said line also being 100.00 feet East of and parallel with the East line of the FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT plat as recorded in Plat Book 114, Page 45 of the Public Records of Broward County, Florida; THENCE continue S 12°38'13" W along said East right-of-way a distance of 2781.65 feet to the North line of the Southeast One-Quarter (SE 1/4) of said Section 27; THENCE S 89°10'31" W along said North line a distance of 92.54 feet to the West right-of-way line of said F.E.C. Railroad, said line also being the East line of the said FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT plat; THENCE S 12°38'13" W along said West right-of-way line a distance of 1373.32 feet to the South line of the Northwest One-Quarter (NW 1/4) of the Southeast One-Quarter (SE 1/4) of said Section 27; THENCE S 89°27'58" W along said South line a distance of 10.27 feet to the West right-of-way line of said F.E.C. Railroad, said line also being the East line of the said FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT plat; THENCE S 12°38'13" W along said West right-of-way line a distance of 1369.17 feet to the South line of the Southeast One-Quarter (SE 1/4) of said Section 27; THENCE S 89°45'20" W along said South line a distance of 131.09 feet to the POINT OF BEGINNING; TOGETHER with the following described parcel of land: A parcel of land in Section 26, Township 50 South, Range 42 East, said parcel also being a portion of the proposed 50:1 Clear Zone for Runway 27R, FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT, said parcel being more particularly described as follows: COMMENCE at the Northeast corner of the Northwest One-Quarter (NW 1/4) of said Section 26; THENCE on a grid bearing of S 02°16'58" E along the East line of said Northwest One-Quarter (NW 1/4) a distance of 1336.35 feet to a line 7.50 feet North of and parallel with the North line of the Southeast One-Quarter (SE 1/4) of the said Northwest One-Quarter (NW 1/4); THENCE S 88°04'20" W along said parallel line a distance of 967.73 feet to the East line of the said Clear Zone, said point being the POINT OF BEGINNING; THENCE S 88°04'20" W continuing along said

parallel line a distance of 106.42 feet to the South line of said Clear Zone; THENCE S 81°28'40" E along said South line a distance of 107.55 feet to the East line of said Clear Zone; THENCE N 00°00'30" W along said East line a distance of 19.52 feet to the POINT OF BEGINNING.

AND ALSO EXCLUDING AND DEANNEXING:

A parcel of land being a portion of Tracts 6 and 7 in Block 3, Section 28, Township 50 South, Range 42 East of THE MARSHALL EVERGLADES LAND CO. plat as recorded in Plat Book 1, Page 98 of the Public Records of Dade County, Florida, and being a portion of Parcel "A" of LAPOINTE PLAZA as recorded in Plat Book 140, Page 27 of the Public Records of Broward County, Florida, said parcel being more particularly described as follows:

COMMENCE at the Southeast corner of the Southwest One-Quarter (SW 1/4) of said Section 28; THENCE on a grid bearing of S 87°25'47" W along the South line of said Section 28, a distance of 845.39 feet; THENCE N 03°05'11" W a distance of 169.26 feet;

THENCE S 89°49'27" W a distance of 159.14 feet to a point on the East line of the West One-Half (W 1/2) of the West One-Half (W 1/2) of the East One-Half (E 1/2) of the Southwest One-Quarter (SW 1/4) of said Section 28; THENCE N 01°38'21" W along said East line a distance of 651.59 feet to a point on the Southerly line of the proposed 34:1 Clear Zone for Runway 9R as shown on the Airport Layout Plan, dated November 1988, for Fort Lauderdale-Hollywood International Airport, said point being the POINT OF BEGINNING; THENCE continue N 01°38'21" W along said East line a distance of 1098.08 feet to the South line of Tract "A" of FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT as recorded in Plat Book 114, Page 45 of the Public Records of Broward County, Florida, said line also being the Northerly bank of the Dania Cut-Off Canal;

THENCE N 59°55'40" W along said South line a distance of 175.87 feet; THENCE N 88°00'23" W continuing along said South line a distance of 422.87 feet to the Southwest corner of said Tract "A";

THENCE S 29°39'04" E a distance of 192.12 feet to a point on the East right-of-way line of Interstate Highway 95 (I-95) as shown on Florida Department of Transportation Right-of-Way Map, Section 86095-2405, Sheet 6 of 21; THENCE S 14°56'12" E along said East right-of-way line a distance of 1104.25 feet to a point on the Southerly line of said proposed 34:1 Clear Zone; THENCE N 81°28'50" E along said Southerly line a distance of 228.95 feet to the POINT OF BEGINNING.

AND ALSO EXCLUDING AND DEANNEXING:

A parcel of land being a portion of Tract 12, Block 2 and Tract 9, Block 3, Section 28, Township 50 South, Range 42 East of the PLAT OF SECTIONS 28, 29, 31, and 32, as recorded in Plat Book 2, Page 32 of the Public Records of Dade County, Florida, said parcel being more particularly described as follows:

COMMENCE at the Southwest corner of the Northwest One-Quarter (NW 1/4) of said Section 28; THENCE on a grid bearing of N 87°50'34" E along the South line of the Northwest One-Quarter (NW 1/4) of said Section 28 a distance of 20.00 feet to the POINT OF BEGINNING; THENCE N 01°26'01" W along a line 20.00 feet East of and parallel with the West line of the Northwest One-Quarter (NW 1/4) of said

Section 28 a distance of 270.50 feet; THENCE N 87°59'15" E a distance of 15.00 feet to a point on a line 35 feet East of and parallel with the West line of the said Northwest One-Quarter (NW 1/4); THENCE S 01°26'01" E along said parallel line a distance of 205.50 feet; THENCE S 67°50'55" E a distance of 48.47 feet; THENCE N 82°07'10" E a distance of 118.00 feet; THENCE N 75°16'48" E a distance of 98.72 feet; THENCE N 72°58'40" E a distance of 98.14 feet; THENCE N 68°01'16" E a distance of 285.47 feet to the East right-of-way line of S.A.L. Railroad as shown on Florida Department of Transportation Right-of-Way Map, Section 86070-2403, Sheet 13; THENCE S 14°52'54" E along said East right-of-way line a distance of 282.67 feet; THENCE N 89°36'18" W a distance of 640.11 feet; THENCE S 87°50'34" W a distance of 27.52 feet to a point on a line 53.00 feet East of and parallel with the West line of the Southwest One-Quarter (SW 1/4) of said Section 28; THENCE N 01°31'33" W along said parallel line a distance of 47.00 feet to a point on the South line of the Northwest One-Quarter (NW 1/4) of said Section 28; THENCE S 87°50'34" W along the said South line a distance of 33.00 feet to the POINT OF BEGINNING.

AND ALSO EXCLUDING AND DEANNEXING:

ALL that portion of Tracts 2 and 3, Block 3, in Section 28, Township 50 South, Range 42 East, of THE MARSHALL EVERGLADES LAND CO. plat, as recorded in Plat Book 1, Page 98 of the Public Records of Dade County, Florida, lying South of the Southwest boundary of Tract "A" of FORT LAUDERDALE- HOLLYWOOD INTERNATIONAL AIRPORT as recorded in Plat Book 114, Page 45 of the Public Records of Broward County, Florida, said boundary also being the Northeasterly bank of the Dania Cut-Off Canal.

(60) Addition by Laws of Fla., Ch. 2000-474, Sec. 1. Portions of lands lying in Sections 31 and 32 of Township 50 South, Range 42 East, Broward County, Florida, being more particularly described as follows:

Beginning at the Southwest corner of "BROWARD COUNTY FIRE STATION NUMBER 5/MORGUE SITE", as recorded Plat Book 123, Page 33 of the Public Records of Broward County, Florida;

Thence on the municipal limits of the City of Dania Beach as described in Chapter 90-483, Laws of Florida, the following eleven (11) courses:

- 1) Easterly on the South line of said "BROWARD COUNTY FIRESTATION NUMBER 5/MORGUE SITE" to the East line of Section 31, Township 50 South, Range 42 East, said line also being the West line of "RAVENSWOOD NORTH" as recorded in Plat Book 108, Page 45 of the Public Records of Broward County, Florida;
- 2) North on the East line of said Section 31 to the Northwest corner of said "RAVENSWOOD NORTH";
- 3) Easterly on the North Line of said "RAVENSWOOD NORTH", to the Northeast corner of Lot 82, Block 16 of said "RAVENSWOOD NORTH";
- 4) Southerly on the East line of said Block 16 to the Southwest corner of the "PARK SITE" as shown on said "RAVENSWOOD NORTH";

5) Easterly, Northerly, Northeasterly and Easterly on the Southerly boundary of said "PARK SITE" to the Northeast corner of Lot 44, Block 16 of said "RAVENSWOOD NORTH";

6) Southwesterly, Southerly, Easterly, Northeasterly, Southerly, Easterly and Northerly on the Northerly Limits of said "RAVENSWOOD NORTH", to the Northwest corner of Lot 32, Block 11 of said "RAVENSWOOD NORTH";

7) Easterly on the North line of said "RAVENSWOOD NORTH" and the North line of "RAVENSWOOD GARDENS" as recorded in Plat Book 89, Page 43 of the Public Records of Broward County, Florida to the intersection with the East line of Section 32, Township 50 South, Range 42 East;

8) Southerly on the East line of said Section 32 to the intersection with the North line of the Southeast one-quarter (SE 1/4) of said Section 32;

9) Westerly on said North line and also along the municipal limits of the City of Dania Beach as described in City of Dania Beach Ordinance Number 51-88 and Ordinance Number 52-88 to the intersection with the East line of the Northwest one-quarter (NW 1/4) of the Southeast one-quarter (SE 1/4) of Section 32.

10) Southerly on said East line of the Northwest one-quarter (NW 1/4) of the Southeast one-quarter (SE 1/4) of said Section 32 also being along said City of Dania Beach Ordinance Number 52-88 to the intersection with the centerline of Southwest 58th Manor;

11) Westerly on said centerline to the intersection with the centerline of Southwest 25th Avenue;

Thence Westerly on the municipal limits of the City of Hollywood as described in City of Hollywood Ordinance Number 90-8 and on said centerline of Southeast 58th Manor to the intersection with the West Right-of-way line of Tram Road (Southwest 27th Avenue);

Thence Southerly on said municipal limits of the City of Hollywood and on said West right-of-way line of Tram Road (Southwest 27th Avenue) to the intersection with the centerline of Southwest 59th Street;

Thence on the municipal limits of the City of Hollywood as described in City of Hollywood Ordinance Number 90-9 the following two (2) courses:

1) Westerly on said centerline of Southeast 59th Street to the intersection with the Northerly prolongation of the West line of "TENNIS CLUB INTERNATIONAL", as recorded in Plat Book 86, Page 44 of the Public Records of Broward County, Florida;

2) Southerly on said West line and its prolongation to the intersection with the South line of Section 32, Township 50 South, Range 42 East;

Then Westerly on the municipal limits of the City of Hollywood as described in Chapter 69-1154, said line being the said South line of Section 32, Township 50 South, Range 42 East to the intersection with the East right-of-way line of Lake Shore Drive;

Thence on the municipal limits of the City of Hollywood as described in City of Hollywood Ordinance Number 89-71 the following five (5) courses:

- 1) Northerly on said East right-of-way line of Lake Shore Drive to the intersection with the Easterly prolongation of the North line of Tract "A" of "3rd ADDITION TO RAVENSWOOD ESTATES AND MARINAS", as recorded in Plat Book 72, Page 20 of the Public Records of Broward County, Florida;
- 2) Westerly on said North line of Tract "A" and its prolongation to the Northwestern corner of said Tract "A", said point being located on the East line of "STIRLING SQUARE" as recorded in Plat Book 121, Page 44 of the Public Record of Broward County, Florida;
- 3) Northerly on said East line of "STIRLING SQUARE" to the Northeast corner of said "STIRLING SQUARE";
- 4) Westerly on the North line of said "STIRLING SQUARE" to the Northwest corner of said "STIRLING SQUARE";
- 5) Southerly on the West line of "STIRLING SQUARE" to the South line of Section 32, Township 50 South, Range 42 East;

Thence Westerly on the municipal limits of the City of Hollywood as described in Chapter 69-1154 and on said South line of said Section 32 to the intersection with the Southerly projection of the East line of Lot 12, Block 3 of Section 32, of "PLAT OF SECTIONS 28, 29, 31 AND 32, TOWNSHIP 50 SOUTH, RANGE 42 EAST", recorded in Plat Book 2, Page 32 of the Public Records of Dade County, Florida, said point also being the Southeast corner of "CORPORATE PARK AT EMERALD LAKE", recorded in Plat Book 125, Page 46 of the Public Records of Broward County, Florida;

Thence on the municipal limits of the City of Hollywood as described in City of Hollywood Ordinance Number 89-73 the following four (4) courses:

- 1) Northerly on said East line of Lot 12 and Lot 11, Block 3 of said Section 32 and on the East Line of "CORPORATE PARK AT EMERALD LAKE" to the Northeast corner of said Lot 11 and the Northeast corner of said "CORPORATE PARK AT EMERALD LAKE";
- 2) Westerly on the North line of said Lot 11 and the North line of said "CORPORATE PARK AT EMERALD LAKE", to the Northwest corner of said Lot 11 and the Northwest corner of said "CORPORATE PARK AT EMERALD LAKE";
- 3) Southerly on the West line of said Lot 11 and the West line of said "CORPORATE PARK AT EMERALD LAKE" to the Southwest corner of said Lot 11 and the Northeast corner of Lot 1, Block 4, in Section 31 of said "PLAT OF SECTIONS 28, 29, 31 AND 32, TOWNSHIP 50 SOUTH, RANGE 42 EAST";
- 4) Westerly on the North line of said Lot 1, Block 4 and the North line of said "CORPORATE PARK AT EMERALD LAKE" to the Northwest corner of the East one-half (E 1/2) of said Lot 1, Block 4 and the

Northwest corner of said "CORPORATE PARK AT EMERALD LAKE";

Thence Westerly on the municipal limits of the City of Hollywood as described in City of Hollywood Ordinance Number 89-12 and along the North line of the plat of "STIRLINGOAKS" as recorded in Plat Book 150, Page 28, of the Public Records of Broward County, Florida to the Northwest corner of said plat of "STIRLINGOAKS", also being a point on the East line of Tract 16, Block 4, of Section 31 of "PLAT OF SECTIONS 28, 29, 31 and 32, TOWNSHIP 50 SOUTH, RANGE 42 EAST";

Thence Northerly along the said East line of Tract 16 to the Northeast corner of said Tract 16;

Thence Westerly along the North line of said Tract 16 to the Northwest corner of said Tract 16, also being a point on the Westernmost line of the plat of "SECOND ADDITION TO RAVENSWOOD ESTATES AND MARINAS", as recorded in Plat Book 72, Page 14, of the Public Records of Broward County, Florida;

Thence Northerly along the said Westernmost line of "SECOND ADDITION TO RAVENSWOOD ESTATES AND MARINAS", to the Northwest corner of said "SECOND ADDITION TO RAVENSWOOD ESTATES AND MARINAS";

Thence Easterly along the said North line of the "SECOND ADDITION TO RAVENSWOOD ESTATES AND MARINAS" to the Southwest corner of "BROWARD COUNTY FIRE STATION NUMBER 5/MORGUE SITE" and the point of beginning. TOGETHER WITH:

Beginning at the intersection of the centerline of Southeast 25th Avenue and the South line of Section 21, Township 50 South, Range 42 East;

Thence Westerly on the municipal limits of the City of Hollywood as described in Chapter 69-1154, Laws of Florida and on said South line of Section 32, Township 50 South, Range 42 East to the intersection with the Southerly prolongation of the most Westerly East line of Parcel "A", "EMERALD OFFICE PARK", according the plat thereof, as record in Plat Book 118, Page 10, of the Public Records of Broward County, Florida;

Thence Northerly on said most Westerly East line of Parcel "A" and the Southerly prolongation thereof to the most Northerly South Line of Parcel "A" of said "EMERALD OFFICE PARK";

Thence Easterly on said most Northerly South line of Parcel "A" to the intersection with the centerline of Southwest 25th Avenue;

Thence Southerly on the said centerline and the municipal limits of the City of Hollywood as described in Chapter 90-483, Laws of Florida to the point of beginning.

Said area A containing 380 acres, more or less.

(61) Addition by Laws of Fla., Ch. 2000-474, Sec. 3. Portions of lands lying in Sections 30 and 31 of "Township 50 South, Range 42 East, being more particularly described as follows:

Commencing at the Northwest corner of said Section 31, Township 50 South, Range 42 East;

Thence Easterly on the North line of said Section 31 to an intersection with the Northerly projection of the West line of Tract 8, Block 2 in Section 31, Township 50 South, Range 42 East of the "PLAT OF SECTIONS 28, 29, 31 AND 32, TOWNSHIP 50 SOUTH, RANGE 42 EAST", as recorded in Plat Book 2, Page 32 of the Public Records of Dade County, Florida, said point being the Point of Beginning;

Thence on the municipal limits of the City of Hollywood as described in City of Hollywood Ordinance Number 89-66 the following three (3) courses;

- 1) Southerly on said Northerly projection and said West line of Tract 8 to an intersection with a line lying 485.16 feet South of and parallel with the North line of said Section 31;
- 2) Westerly on said parallel line to an intersection with a line lying 103.82 feet West of and parallel with said West line of Tract 8, Block 3;
- 3) Northerly on said parallel line to an intersection with the North line of said Section 31;

Thence Easterly on said North line to the Point of Beginning. Together with:

Portions of lands lying in Section 31, Township 50 South, Range 42 East together with portions of lands lying in Section 36, Township 50 South, Range 42 East together with portions of lands lying in Section 36, Township 50 South, Range 41 East, being more particularly described as follows:

Beginning at the Northwest corner of said Section 31, Township 50 South, Range 42 East also being the Northeast corner of said Section 36, Township 50 South, Range 41 East;

Thence on the municipal limits of the City of Hollywood as described in City of Hollywood Ordinance Number 89-66 the following eight (8) courses:

- 1) Southerly on the Westerly right-of-way line of Southeast 40th Avenue to the intersection with the Westerly prolongation of the South line of Tract 9, Block 2 of said Section 31, of "PLAT OF SECTIONS 28, 29, 31 AND, 32 TOWNSHIP 50 SOUTH, RANGE 42 EAST", as recorded in Plat Book 2, Page 32 of the Public Records of Dade County, Florida;
- 2) Easterly on said South line of Tract 9 and said prolongation thereof to the Southeast corner of said Tract 9;
- 3) Southerly on the West lines of Tracts 8 and 13, Block 2 of said Section 31 to a point on a line lying 251.00 feet South of as measured at right angles to the North line of Tract 12, Block 2 of said Section 31;
- 4) Westerly on said line parallel with and 251.00 feet South of the North line of said Tract 12 to said West right-of-way line of Southwest 40th Avenue;
- 5) Southerly on said West right-of-way line of Southwest 40th Avenue to a point on a line lying 621.00 feet South of as measured at right angles to said North line of Tract 12 Block 2;

6) Easterly on said line parallel with and 621.00 feet South of the North line of Tract 12, Block 2 to the West line of Tract 13, Block 2, of said Section 31;

7) Southerly on said West line of Tract 13 and its prolongation to the Southerly right-of-way line of Shady Ridge Road;

8) Easterly on the Southerly right-of-way line of Shady Ridge Road to the intersection with the West line of Tract 6, Block 3 of Section 31 of said "PLAT OF SECTIONS 28, 29, 31 & 32, TOWNSHIP 50 SOUTH, RANGE 42 EAST";

Thence on the municipal limits of the City of Hollywood as described in City of Hollywood Ordinance Number 89-47 the following two (2) courses:

1) Southerly on said West line of Tract 6, Block 3 to the Southwest corner of said Tract 6, Block 3;

2) Easterly on the South lines of Tract 5 and said Tract 6 of Block 3 to the Northwest corner of Tract 2, said Block 3;

Thence on the municipal limits of the City of Hollywood as described in City of Hollywood Ordinance Number 89-39 the following two (2) courses:

1) Southerly on the Westerly line of said Tract 2, Block 3 to the Southwest corner of said Tract 2, Block 3;

2) Easterly on the Southerly line of said Tract 2, Block 3 to the West line of the East 30 feet of the Southwest one-quarter (SW 1/4) of said Section 31;

Thence Southerly on the municipal limits of the City of Hollywood as described in City of Hollywood Ordinance Number 94-01 and on the West right-of-way line of Southwest 35th Avenue to the right-of-way dedicated by Civil Action No. 80-11613, Broward County, Florida;

Thence Easterly on said right-of-way dedication to an intersection with a line lying 10 feet West of and parallel with the East line of the Southwest one-quarter (SW 1/4) of said Section 31;

Thence Southerly on said right-of-way dedication and on said parallel line to the intersection with the South line of said Section 31;

Thence Westerly on the municipal limits of the City of Hollywood as described in Chapter 69-1154, Laws of Florida and on the said South line of Section 31, Township 50 South, Range 42 East, to the intersection with the East line of a certain parcel of land as described in City of Hollywood Ordinance Number 88-69;

Thence on the municipal limits of the City of Hollywood as described in City of Hollywood Ordinance 88-69 the following three (3) courses:

1) Northerly 112.00 feet;

2) Westerly 72.34 feet to the intersection with the West line of Tract 16, Block 3 of Section 31 of said "PLAT OF SECTIONS 28, 29, 31, & 32 TOWNSHIP 50 SOUTH, RANGE 42 EAST";

3) Southerly on said West line of Tract 16, Block 3 and its prolongation to the said South line of Section 31, Township 50 South, Range 42 East;

Thence Westerly on the municipal limits of the City of Hollywood as described in Chapter 69-1154 and on the said South line of Section 31, Township 50 South, Range 42 East, to the intersection with the Southerly prolongation of the East line of Tract 12, Block 3 of said Section 31 of the "PLAT OF SECTIONS 28, 29, 31 & 32, TOWNSHIP 50 SOUTH, RANGE 42 EAST";

Thence on the municipal limits of the City of Hollywood as described in City of Hollywood Ordinance Number 89-29 the following three (3) courses:

1) Northerly on the said East line of Tract 12, Block 3 to the Northeast corner of said Tract 12, Block 3;

2) Westerly on the North line of said Tract 12, Block 3, a distance of 111.15 feet;

3) Southerly to the intersection with the South line of said Section 31, Township 50 South, Range 42 East as defined in Chapter 69-1154, City of Hollywood Corporate Limits;

Thence Westerly on the municipal limits of the City of Hollywood as described in Chapter 69-1154, said line being the South line of Section 31, Township 50 South, Range 42 East to the Southwest corner of said Section 31, Township 50 South, Range 42 East also being the Southeast corner of Section 36, Township 50 South, Range 41 East;

Thence Westerly on the municipal limits of the City of Hollywood as described in Chapter 69-1154, Laws of Florida, said line being the centerline of Stirling Road to the intersection with the Southerly prolongation of the East line of Lot 8, Block 2 of "FRANCES GROVE ESTATES" as recorded in Plat Book 26, Page 46 of the Public Records of Broward County, Florida;

Thence Northerly on the municipal limits of the City of Hollywood as described in City of Hollywood Ordinance Number 88-49 and on the East line of Lot 8, Block 2 and the Southerly prolongation thereof and the East line of Lot 34, Block 2 to the Northeast corner of said Lot 34;

Thence on the municipal limits of the City of Hollywood as described in City of Hollywood Ordinance Number 88-50 the following three (3) courses:

1) Easterly on the North line of said "FRANCES GROVE ESTATES" to the intersection with the East line of Tract 15 of Section 36, Township 50 South, Range 41 East of the "JOHN W. NEWMAN SURVEY" as recorded in Plat Book 2, Page 26 of the Public Records of Dade County, Florida;

2) Northerly on said East line of Tract 15 to the Northeast corner of said Tract 15;

3) Westerly on the North line of said Tract 15 to the Southeast corner of Parcel C of "C & S SUBDIVISION" as recorded in Plat Book 89, Page 40 of the Public Records of Broward County, Florida;

Thence on the municipal limits of the City of Hollywood as described in Chapter 90-483, Laws of Florida, the following fifteen (15) courses:

1) Northerly on the Easterly line of Parcels A, B and C of said "C & S SUBDIVISION" to the Northeast corner of said Parcel A of said Plat;

2) Westerly on the North line of said Parcel A to the Southerly prolongation of the East line of Lot 3, of "ELLA'S LITTLE ACRES" according to the Plat thereof, as recorded in Plat Book 34, Page 7 of the Public Records of Broward County, Florida;

3) Northerly on said East line of Lot 3 and said Southerly prolongation to the Northeast corner of said Lot 3;

4) Westerly on the North line of said "ELLA'S LITTLE ACRES" to the intersection with a line lying 150.00 feet East of and parallel with the East right-of-way line of State Road 7;

5) Northerly on said parallel line to the intersection with the Westerly prolongation of the South line of Lot 2 of "R. W. CHAMBERS SUBDIVISION ADDITION NUMBER 1" as recorded in Plat Book 108, Page 42 of the Public Records of Broward County, Florida;

6) Easterly on the South line of said Lot 2 and its Westerly prolongation and on the South line of Lot 2 of "R. W. CHAMBERS SUBDIVISION ADDITION NUMBER 2" as recorded in Plat Book 108, Page 43 of the Public Records of Broward County Florida to the Southeast corner of said Lot 2, of said "R. W. CHAMBERS SUBDIVISION ADDITION NUMBER 2";

7) Northerly on the East line of Lots 1 and 2 of said "R.W. CHAMBERS SUBDIVISION ADDITION NUMBER 2" to the Northeast corner of said Lot 1;

8) Westerly on the North line of said Lot 1 of "R. W. CHAMBERS SUBDIVISION ADDITION NUMBER 2" and Lot 1 and its Westerly prolongation of "R.W. CHAMBERS SUBDIVISION ADDITION NUMBER 1" to the intersection with a line lying 150.00 feet East of and parallel with said East right-of-way line of State Road 7;

9) Northerly on said parallel line to the intersection with the South line of Lot 6, Block 5 of "BROWARD GARDENS" as recorded in Plat Book 21, Page 48 of the Public Records of Broward County, Florida;

10) Easterly on said South line to the intersection of the Southerly prolongation of the East line of Lots 1, 2, 3, 28, 29 and 30 of said Block 4 of said "BROWARD GARDENS";

11) Northerly on the East line of said lots and its prolongation also being the East line of Lots 1, 2, and 3 of Block 1 to the Northeast corner of said Lot 1, Block 1 of said "BROWARD GARDENS";

12) Easterly on the North line of said Block 1 to the Southwest corner of Lot 1, Block 7 of "PLAYLAND ISLES" as recorded in Plat Book 37, Page 14 of the Public Records of Broward County, Florida;

13) Northerly on the East line of said Block 1 of said "PLAYLAND ISLES" and its Northerly prolongation to the intersection with the centerline of Southwest 49th Court as shown on said plat of "PLAYLAND ISLES";

14) Easterly on said centerline to the intersection with the Southerly prolongation of the East Line of Block 2 of said "PLAYLAND ISLES";

15) Northerly on said East line of Block 2 and its Southerly and Northerly prolongations to the intersection with the North line of Section 36, Township 50 South, Range 41 East also being the South line of Section 25, Township 50 South, Range 41 East;

Thence Easterly on said North line of Section 36 and the South line of said Section 25, Township 50 South, Range 41 East to the Point of Beginning of this description; together with:

A portion of Section 36, Township 50 South, Range 41 East, Broward County, Florida, described as follows:

Commence at the Southeast corner of the Southwest one-quarter (SW 1/4) of the Southeast one-quarter (SE 1/4) of said Section 36;

Then run along the East boundary of said Southwest one-quarter (SW 1/4) of the Southeast one-quarter (SE 1/4), North 02°40'05" West 32.97 feet to a point on the centerline of Stirling Road;

Thence North 88°26'59" West along the center line of Stirling Road, 465.73 feet to a point marking the intersection of the centerline of Stirling Road with the Southerly project of the West line of Lot 7 in Block 2 of "FRANCES GROVE ESTATES" according to the plat thereof as recorded in Plat Book 26, Page 46 of the Public Records of Broward County, Florida, and also the Point of Beginning;

Thence West along said centerline, 26.72 feet to an angle point;

Thence South 02°34'01" West along said centerline 970.19 feet to an intersection with the projection of the East line Tract "A" of "MIRO CORNERS" according to the plat thereof as record in Plat Book 148, Page 29 of the Public Records of Broward County, Florida;

Thence North 05°37'07" West along the said East line of Tract "A", a distance of 165.32 feet;

Thence North 12°58'43" East still along the said East line of Tract A""', a distance of 26.00 feet;

Thence North 30°57'53" East still along the said East line of Tract A""', a distance of 120.00 feet;

Thence North 61°51'07" West still along the said East line of Tract "A", a distance of 24.63 feet;

Thence North 30°57'53" East, a distance of 325.00 feet;

Thence South 61°52'07" East along the South line of said Tract "A" and also Tract "G" of said "MIRO CORNERS", A distance of 816.75 feet;

Thence South 89°41'31" East still along the said South line of Tract "G", a distance of 31.40 feet to the Northwest corner of said Lot 7 in Block 2 of "FRANCES GROVE ESTATES";

Thence Southerly along the West line of said Lot 7 of "FRANCES GROVE ESTATES" and the Southerly prolongation thereof to the said centerline of Stirling Road and the Point of Beginning;

ALL OF THE ABOVE LESSING OUT ALL OF THE FOLLOWING CITY OF HOLLYWOOD ORDINANCES:

City of Hollywood Ordinance Number 0-88-49 being further described as follows:

Lots 8, 9, 33 and 34, Block 2 of "FRANCES GROVE ESTATES" subdivision, according to the plat thereof, recorded in Plat Book 26, Page 46 of the Public Records of Broward County, Florida;

Together with that portion of Stirling Road right-of-way adjoining said Lots 8 and 9, Block 2, "FRANCES GROVE ESTATES" bounded as follows:

On the North by the South line of said Lots 8 and 9, on the East by the prolongation of the East line of said Lot 8, on the West by a prolongation of the West line of said Lot 9, and on the South by the present corporate limits of the City of Hollywood in the County of Broward and the State of Florida;

City of Hollywood Ordinance Number 0-88-48 being further described as follows:

Lot 15, Block 2 of "FRANCES GROVE ESTATES" subdivision, according to the plat thereof, recorded in Plat Book 26 at Page 46 of the Public Records of Broward County, Florida;

Together with that portion of Stirling Road right-of-way adjoining said Lot 15, Block 2, "FRANCES GROVE ESTATES" bounded as follows:

On the North by the South line of said Lot 15, on the East by a prolongation of the East line of said Lot 15, on the West by a prolongation of the West line of said Lot 15 and on the South by the present corporate limits of the City of Hollywood in the County of Broward and the State of Florida:

City of Hollywood Ordinance Number 0-91-83 being further described as follows:

Lots 16, 17, 18 and 19, Block 2 of "FRANCES GROVE ESTATES" subdivision, according to the plat thereof, recorded in Plat Book 26 at Page 46 of the Public Records of Broward County, Florida;

Together with that portion of Stirling Road right-of-way adjoining said Lots 16, 17, 18 and 19, Block 2, "FRANCES GROVE ESTATES" bounded as follows:

On the North by the South line of said Lots 16, 17, 18 and 19, on the East by a prolongation of the East line of said Lot 16, on the West by a prolongation of the West line of said Lot 19, and on the South by the present corporate limits of the City of Hollywood in the County of Broward and the State of Florida.

City of Hollywood Ordinance Number 88-50 being further described as follows:

That part of Southwest 59th Court (Charles Drive per plat) lying easterly of a prolongation of the West line of Lot 33, Block 2, "FRANCES GROVE ESTATES" according to the plat thereof recorded in Plat Book 26, Page 46, of the Public Records of Broward County, Florida.

Said Area C containing 374 acres, more or less.

(62) Addition by Laws of Fla., Ch. 2000-474, Sec. 4. Portions of lands lying in Section 25 of Township 50 South, Range 41 East, together with portion of lands lying in Sections 19, 20, 30 and 31 of Township 50 South, Range 42 East, being ore particularly described as follows:

Commence at the Northeast corner of Parcel A, of "PORT 95 COMMERCE PARK", as recorded in Plat Book 144, Page 2 of the Public Records of Broward County, Florida. Said point also being the POINT OF BEGINNING of a parcel of land as described in Exhibit 1 of Chapter 90-483, Laws of Florida, for the City of Dania Beach:

Thence on the municipal limits as described in Exhibit 1 of said Chapter 90-483 for the City of Dania Beach and on the municipal limits of the City of Hollywood Ordinance Number 89-72 the following three

(3) courses:

- 1) Southerly on the Easterly line of said "PORT 95 COMMERCE PARK", 180.18 feet;
- 2) Southwesterly on the East line of said "PORT 95 COMMERCE PARK", 420.07 feet to a point on the North right-of-way line of Interstate 595 as shown on Florida Department of Transportation right-of- way Map, Section 86095-2404;
- 3) Westerly on said Northerly right-of-way line, 50.00 feet to the point of beginning of this description;

Thence on the municipal limits of the City of Dania Beach as described in said Chapter 90-483, Laws of Florida, the following course:

Southerly 228.01 feet to the intersection with the East line of said "PORT 95 COMMERCE PARK", and the South right-of-way line of Interstate 595 as shown on said "PORT 95 COMMERCE PARK";

Thence on the municipal limits of the City of Hollywood as described in City of Hollywood Ordinance number 89-72 the following course:

Westerly on said South right-of-way line to the intersection with the West line of said "PORT 95 COMMERCE PARK";

Thence on the municipal limits of the City of Fort Lauderdale as described in City of Fort Lauderdale Ordinance Number 95-42 and 96-18 the following four (4) courses;

- 1) Westerly on the South right-of-way line of Interstate 595 to the intersection with the East bank of the South Fork of the New River;

- 2) Southwesterly on said East bank to the intersection with the West line of said Section 20;
- 3) Southerly on said West line of Section 20 to the Southwest corner of the North one-half (N 1/2) of the North one-half (N 1/2) of the Southwest one-quarter (SW 1/4) of said Section 20;
- 4) Easterly on the South line of the North one-half (N 1/2) of the North one-half (N 1/2) of the Southwest one-quarter (SW 1/4) of said Section 20 to the intersection with the West line of said "PORT 95 COMMERCE PARK";

Thence on the Northerly and Westerly boundaries of said "PORT 95 COMMERCE PARK" and on the municipal limits of the City of Hollywood as described in City of Hollywood Ordinance Number 89-72 the following fifteen (15) courses;

- 1) Easterly 42.39 feet;
- 2) Southerly 568.16 feet;
- 3) Southwesterly 796.52 feet;
- 4) Westerly 0.48 feet;
- 5) Southerly 681.27 feet;
- 6) Westerly 1153.70 feet;
- 7) Southerly 678.23 feet;
- 8) Westerly 100.02 feet;
- 9) Southerly 900.00 feet;
- 10) Southwesterly 513.52 feet;
- 11) Southerly 150.00 feet;
- 12) Westerly 150.00 feet;
- 13) Westerly on a curve, with an arc distance of 128.75 feet;
- 14) Southwesterly 250.00 feet;
- 15) Westerly 146.05 feet;

Thence on the municipal limits of the City of Hollywood as described in City of Hollywood Ordinance Number 99-175 the following two (2) courses;

- 1) Westerly along the North line of "EDGEWATER FARMS" as recorded in Plat Book 143, Page 33 of the Public Records of Broward County, Florida 974.96 feet;

- 2) Southerly on the West line of said "EDGEWATER FARMS", 400.00 feet;

Thence on the Northerly and Westerly boundaries of said "PORT 95 COMMERCE PARK" and on the municipal limits of the City of Hollywood as described in City of Hollywood Ordinance Number 89-72 the following six (6) courses;

- 1) Westerly 161.61 feet;
- 2) Westerly 138.70 feet;
- 3) Southerly 50.01 feet;
- 4) Westerly 100.01 feet to the Northwest corner of Parcel "I" of said "PORT 95 COMMERCE PARK";
- 5) Westerly 941.60 feet to a point on the East boundary line extended of the "RESUBDIVISION OF DAVIS ISLES SECTION 3" as recorded in Plat Book 43 Page 40 of the Public Records of Broward County, Florida and of "DAVIS ISLES SECTION 5" as recorded in Plat Book 46 Page 48 of the Public Records of Broward County, Florida:
- 6) Southerly on said boundary lines and the extension thereof of said "RESUBDIVISION OF DAVIS ISLES SECTION 3", and said "DAVIS ISLES SECTION 5", to the South line of Section 30, Township 50 South, Range 42 East and the municipal limits of the City of Hollywood as described in City of Hollywood Ordinance Number 89-66;

Thence Westerly on said South line and the South line of Section 25, Township 50 South, Range 41 East to the intersection with the Southerly prolongation of the East line of the West 115.00 feet of the East 430.00 feet of Tract 30 of "JOHN W. NEWMAN SURVEY" according to the plat thereof as recorded in Plat Book 2, Page 26 of the Public Records of Dade County, Florida;

Thence on the municipal limits of the City of Hollywood as described in Chapter 90-483, Laws of Florida, the following eight (8) courses:

- 1) Northerly on said Southerly prolongation and said East line to the intersection with the North line of the South 188.00 feet of said Tract 30;
- 2) Westerly on said North line to the intersection with the West line of the East 430.00 feet of said Tract 30;
- 3) Southerly on said West line to the intersection with the North line of the South 150.00 feet of said Tract 30, said line being 150.00 feet North of and parallel to the South line of said Section 25, Township 50 South, Range 41 East;
- 4) Westerly on said parallel line with the intersection with the East line of Tract 29 of said Section 25 of "JOHN W. NEWMAN SURVEY";
- 5) Northerly on the East line of said Tract 29 to the North line of the South 525.00 feet of said Tract 29;

6) Westerly on said North line to the intersection with a line lying 200.00 feet East of and parallel with the East right-of-way line of State Road 7;

7) Northerly on said parallel line to the intersection with the South right-of-way line of the South Fork of the New River Canal;

8) Westerly on said South right-of-way line of the South Fork of the New River Canal to the intersection with the Easterly right-of-way line of State Road 7;

Thence Northerly on the municipal limits of the Town of Davie as described in Ordinance Number 82-2 and on the Easterly right-of-way line of State Road 7 to the intersection with the Northerly right-of-way line of the South New River Canal, said point being the Southwest corner of Parcel "A", "ROUTE 441 RESOURCE RECOVERY SITE", as recorded in Plat Book 132, Page 41, of the Public Records of Broward County, Florida;

Thence Easterly and Northeasterly on the Southerly and Easterly boundary of said Parcel "A" of said "ROUTE 441 RESOURCE RECOVERY SITE" to the Northeast corner of said Parcel "A";

Thence on the Northerly boundary of said Parcel "A" to the Northwest corner of said Parcel "A", said point being on the Easterly right-of-way line of State Road 7 (U.S. 441);

Thence northerly on the said Easterly right-of-way line of said State Road 7 (U.S. 441) to the Southwest corner of Parcel "B" of said "ROUTE 441 RESOURCE RECOVERY SITE";

Thence on the Southerly boundary of said Parcel "B", "ROUTE 441 RESOURCE RECOVERY SITE" to the most Easterly Southeast corner of said Parcel "B";

Thence Northerly on the Easterly boundary of said Parcel "B" and the Southerly boundary of Parcel "C" of said "ROUTE 441 RESOURCE RECOVERY SITE" to the Southeast corner of said Parcel "C";

Thence Easterly and Northerly on the Municipal limits of the Town of Davie as described in Chapter 84-420 the following five (5) courses;

1) Easterly and Northerly on the Northerly bank of the South Fork of New River to a point on the West line of the East 192.00 feet of said Section 19;

2) Northerly along the said West line to the South right-of-way of State Road 84;

3) Easterly on said South right-of-way line to the intersection with the East line of Section 19, Township 50 South, Range 42 East;

4) Northerly on said East line to the intersection with the North right-of-way line of State Road 84;

5) Easterly on said North right-of-way line to the Southwest corner of Parcel "A", "H. V. PLAT", according to the plat thereof, as recorded in Plat Book 85, Page 27, of the Public Records of Broward County, Florida, said point being on the municipal limits of the City of Fort Lauderdale as described in the City of Fort Lauderdale Ordinance Number 95-42;

Thence Southerly on the Southerly projection of the Westerly municipal limits of the City of Dania Beach as described in Ordinance Number 01-92 to the South right-of-way line of State Road 84;

Thence on the municipal limits of the City of Fort Lauderdale as described in City of Fort Lauderdale Ordinance Numbers 95-42 and 96-18 the following three (3) courses;

- 1) Westerly on said South right-of-way line of said State Road 84 to the intersection with the South shore of the South fork of the New River;
- 2) Southerly on said South Shore to the intersection with the North right-of-way line of Interstate 595;
- 3) Easterly on said North right-of-way line of Interstate 595 to the West boundary line of said "PORT 95 COMMERCE PARK" as recorded in Plat Book 144, Page 2 of the Public Records of Broward County, Florida;

Thence continue Easterly on said North right-of-way line of Interstate 595 and on the municipal limits of the City of Hollywood as described in the City of Hollywood Ordinance Number 89-72 to the POINT OF BEGINNING of this description;

Said area D containing 643 acres, more or less.

(63) Addition by Ordinance No. 2017-001, Annexation (ID# 5042 20 20 0011) A portion of Parcel "A", K.D.R. SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 98, page 28, of the Public Records of Broward County, Florida, being more particularly described as follows:

Beginning at the Southwest corner of the aforementioned Parcel "A", thence North 01°36'32" West (basis of bearing), along the West line of the aforementioned Parcel "A", a distance of 76.96 feet to the most Northerly Northeast corner of Parcel "B", of the NORTHWEST FLL AIRPORT PLAT (PLAT 10), according to the Plat thereof, as recorded in Plat Book 158, Page 20, of the Public Records of Broward County, Florida, thence North 89°59'47" East along the Easterly projection of the North line of the aforementioned Parcel "B", a distance of 100.15 feet to the Westerly right of any line of Ravenswood Road, being the Point of Curvature of a non-tangent 11499.16 foot radius curve concave Northeasterly, a radial line at said point bears South 81°05'54" West, thence along the arc of said curve to the right, being the aforementioned Westerly right of way line of Ravenswood Road, also being the West line of Parcel 26, as recorded in Official Records Book 27677, Page 868, Broward County Records, through a central angle of 00°22'26", for an arc distance of 75.04 feet to the most Easterly Northeast corner of the aforementioned Parcel "B"; thence South 88°31'40" West, along the South line of the aforementioned Parcel "A", a distance of 109.88 feet to the Point of Beginning. Said described parcel containing 7,936 square feet, more or less.

(64) Contraction by Ordinance No. 2019-022, De-annexation (ID# 5042 20 01 0011). A portion of Tracts 1 and 4, Plat of a part of Gov. Lot No. 1, according to the Plat thereof, as recorded in Plat Book 14, page 21, Broward County Records described as follows:

Beginning at the Southeast corner of said Tract 4, thence along the South line of said Tract 4, South 88°38'18" West 17.34 feet; thence North 03°26'07" West 733.00 feet; thence North 41°33'53" East 15.94 feet; thence North 03°01'24" West 183.54 feet; thence North 42°00'08" East 15.73 feet; thence along the East line of said Tracts 1 and 4, South 03°02'27" East 939.49 feet to the Point of Beginning. Said lands situate, lying, and being in the City of Dania Beach, Broward County, Florida and containing 16,857 square feet (0.387 acres) more or less.

(65) Addition by Ordinance No. 2022-005, Annexation (ID# 504229080050, 504229080060, 504229080070) Parcel 2 and 3, Lots 6 and 7, Block 1, "Ravenswood Park," according to the Plat thereof, as recorded in Plat Book 30, Page 31, of the Public Records of Broward County, Florida. [metes & bounds not provided in ordinance]

(66) Addition by Ordinance No. 2021-026 (November 9, 2021) : 2161 SW 42nd Street and 2181 SW 42 Street, Dania Beach, and SW 22nd Avenue, Unincorporated Broward, Florida 33312; Issuing Office File Number; Lehmkuhl D, in Plat Book 30, Page 31, of the Public Records of Broward County, Florida. Parcel 2 and 3, Lots 6 and 7, Block 1, "Ravenswood Park," according to the Plat thereof, as recorded in Plat Book 30, Page 31, of the Public Records of Broward County, Florida.

(67) Addition by Ordinance No. 2023-003 (April 25, 2023):

THAT PORTION OF THE CITY OF HOLLYWOOD FLORIDA LYING WITHIN STATE ROAD A-1-A, PARCEL 124 (PART), AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION (FOOT) RIGHT-OF-WAY MAP FOR SECTION 86030-2175, AND DESCRIBED IN FOOT PARCEL SKETCH OF SAID PARCEL 124 (PART) DATED 02/02/2022; SAID PORTION ALSO LYING WITHIN LOTS 7 THROUGH 10, BLOCK 202, AND THE ADJACENT ALLEY AND STREET FROM THE UNDERLYING PLAT OF "HOLLYWOOD CENTRAL BEACH" RECORDED IN PLAT BOOK 4, PAGE 20, BROWARD COUNTY RECORDS. SAID PORTIONS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF BLOCK 203 OF SAID PLAT; THENCE SOUTH 04° 57' 20" EAST ALONG A SOUTHERLY EXTENSION OF THE EAST LINE OF SAID BLOCK 203, AND THE BOUNDARY OF SAID PARCEL 124 (PART), A DISTANCE OF 40.04 FEET TO THE NORTH LINE OF SAID BLOCK 202; THENCE SOUTH 87° 44' 39" WEST, ALONG SAID NORTH LINE AND SAID BOUNDARY OF PARCEL 124 (PART), A DISTANCE OF 207.16 FEET; THENCE SOUTH 25° 05' 30" EAST, ALONG SAID PARCEL LINE, A DISTANCE OF 38.89 FEET; THENCE SOUTH 46° 25' 35" EAST. ALONG SAID PARCEL LINE, A DISTANCE OF 61.53 FEET TO THE POINT OF BEGINNING ON THE NORTH LINE OF SAID LOT 7, AND THE COMMON BOUNDARY OF THE CITY'S OF DANIA BEACH AND HOLLYWOOD, FLORIDA; THENCE CONTINUE SOUTH 46° 25' 35" EAST ALONG THE BOUNDARY OF SAID PARCEL 124 (PART), A DISTANCE OF 13.81 FEET; THENCE SOUTH 54° 24' 51" EAST, ALONG SAID PARCEL BOUNDARY, A DISTANCE OF 39.16 FEET; THENCE SOUTH 55° 57' 54" EAST, ALONG SAID PARCEL BOUNDARY, A DISTANCE OF 80.56 FEET; THENCE SOUTH 61° 25' 44" EAST, ALONG SAID PARCEL BOUNDARY, A DISTANCE OF 54.86 FEET TO A POINT ON THE EAST LINE OF SAID BLOCK 202; THENCE NORTH 03° 16' 57" WEST, ALONG THE EAST LINE OF SAID BLOCK 202, AND ALONG THE COMMON BOUNDARY OF SAID CITIES, A DISTANCE OF 109.74 FEET TO THE NORTHEAST CORNER OF SAID LOT 10, BLOCK 202; THENCE SOUTH 87° 44' 39" WEST, ALONG THE NORTH LINE OF SAID LOT 10 AND A WESTERLY EXTENSION THEREOF, ALSO BEING THE COMMON

BOUNDARY OF SAID CITIES, A DISTANCE OF 150.62 FEET TO THE POINT OF BEGINNING.
SAID LANDS CONTAINING 0.204 ACRES, MORE OR LESS.

(Ch. 25769, § 1, Sp. Acts 1949; Ch. 25770, § 1, Sp. Acts 1949; Ch. 27492, § 1, Sp. Acts 1951; Ch. 29001, § 1, Sp. Acts 1953; Ch. 30689, § 1, Sp. Acts 1955; Ch. 30690, § 1, Sp. Acts 1955; Ch. 30692, § 1, Sp. Acts 1955; Sp. Acts, Ch. 57-1253, § 1, Sp. Acts, Ch. 57-1254, § 1; Sp. Acts, Ch. 61-2055, § 1; Sp. Acts, Ch. 65-1426, § 1; Sp. Acts, Ch. 67-1264, § 1; Laws of Fla., Ch. 71-596, § 1; Laws of Fla., Ch. 78-496, § 1; Laws of Fla., Ch. 81-397, § 1; Laws of Fla., Ch. 83-396, § 1; Ord. No. 58-85, § 1, 12-17-85; Ord. No. 09-86, § 1, 2-25-86; Ord. No. 18-86, § 1, 4-22-86; Ord. No. 46-86, § 1, 11-25-86; 03-87, § 1, 3-17-87; Ord. No. 13-87, § 1, 6-9-87; Ord. No. 14-87, § 1, 6-9-87; Ord. No. 07-88, § 1, 2-23-88; Ord. No. 32-88, § 1, 7-12-88; Ord. No. 38-88, § 1, 8-23-88; Ord. No. 39-88, § 1, 8-23-88; Ord. No. 51-88, § 1, 9-27-88; Ord. No. 52-88, § 1, 9-27-88; Ord. No. 01-89, § 1, 1-10-89; Ord. No. 02-89, § 1, 1-10-89; Ord. No. 03-89, § 1, 1-10-89; Ord. No. 04-89, § 1, 1-10-89; Ord. No. 05-89, § 1, 1-10-89; Ord. No. 14-89, § 1, 2-14-89; Ord. No. 15-89, § 1, 2-14-89; Ord. No. 16-89, § 1, 2-14-89; Ord. No. 17-89, § 1, 2-14-89; Ord. No. 18-89, § 1, 2-14-89; Ord. No. 19-89, § 1, 2-14-89; Ord. No. 20-89, § 1, 2-14-89; Ord. No. 58-89, § 1, 12-12-89; Ord. No. 61-89, § 1, 12-12-89; Ord. No. 62-89, § 1, 12-12-89; Ord. No. 01-90, § 1, 1-9-90; Ord. No. 02-90, § 1, 1-9-90; Ord. No. 03-90, § 1, 2-13-90; Ord. No. 25-90, § 1, 6-26-90; Ord. No. 26-90, § 1, 6-26-90; Laws of Fla., Ch. 90-483, §§ 2(a)(Exhibit 1), 3(d)(Exhibit 3), 5(b) (Exhibit 6); Ord. No. 42-90, § 1, 11-27-90; Ord. No. 43-90, § 1, 11-27-90; Ord. No. 44-90, § 1, 12-11-90; Ord. No. 41-91, § 1, 12-10-91; Ord. No. 01-92, § 1, 1-14-92; Laws of Fla., Ch. 96-535, §§ 1, 2; Laws of Fla., Ch. 2000-474, §§ 1, 3, 4); Ord. No. 2017-001, § 1, 1-10-17; Ord. No. 2019-022, § 2, 11-12-19; Ord. No. 2022-005, §1, 1-11-22

State law references: Changing boundaries, F.S. Ch. 171.



City of Dania Beach Community Development Memorandum

DATE: 4/9/2024

TO: Mayor and Commissioners

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

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

SUBJECT: TX-096-23: The applicant, the City of Dania Beach, is requesting a text amendment to the City's Code of Ordinances, Land Development Code (LDC) adding electric vehicle (EV) charging station regulations (SECOND READING).

Request:

Text Amendment introducing regulations for EV charging stations.

Background:

As more communities are looking toward ways to reduce their reliance on fossil fuels, electrical vehicles have been seen as a sustainable alternative to gasoline-powered engines. Florida currently has the second highest electric vehicle sales in the nation, and this trend is expected to continue to grow. Proper charging station regulations are needed to address the growing transition to electric vehicles, safeguard the public from potential risks and provide for parking and design regulations for the charging stations. These changes are similar to the regulations found in the cities of Pembroke Pines and Plantation.

The regulations will require certain developments to be EV capable by setting numerical requirements for charging stations based on zoning and development typology, and location requirements within site plans. The regulations will require specific signage and markings for all electric vehicle spaces. The requirements of these regulations shall apply to new development, redevelopment, infill development, and any substantial enlargement and/or alteration of structures requiring a public hearing.

On December 20, 2023, the Green Advisory Board discussed the proposed text amendment and are in support of the application.

Planning and Zoning Board Previous Action

On February 21, 2024, the Planning and Zoning Board recommended approval of this item (5-0).

Budgetary Impact

Recommendation

Community Development staff recommend the City Commission approve the new Electric Vehicle Charging Station regulations to the City's Code of Ordinances, Land Development Code on second and final reading.

ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 28, “LAND DEVELOPMENT REGULATIONS”, OF THE CITY CODE OF ORDINANCES, AT ARTICLE 265, “OFFSITE PARKING REQUIREMENTS”, TO CREATE SECTIONS 268-185 THROUGH 265-189 RELATING TO ELECTRIC VEHICLE CHARGING STATION REQUIREMENTS AND AS A PERMITTED USE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Mayor and City Commission desire to amend the Land Development Code in order to provide for standards relating to electric vehicle charging station standards and requirements, and to include those standards in the City’s Code; and

WHEREAS, the City desires to modify Chapter 28 of the Land Development Regulations to amend Article 265, entitled “Offsite Parking Requirements: in order to include standards and procedures for installing electric vehicle charging stations.

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

Section 1. That the preceding “WHEREAS” clauses are ratified and incorporated as a record of the legislative intent of this Ordinance.

Section 2 That Chapter 28 of the City’s Code of Ordinances entitled “Land Development Regulations”, to amend Article 265, entitled “Offsite Parking Requirements”, to read as follows:

**CHAPTER 28
LAND DEVELOPMENT REGULATIONS**

* * *

ARTICLE 265. – OFFSITE PARKING REQUIREMENTS

* * *

265.185 – ELECTRIC VEHICLE CHARGING STATIONS AND PARKING SPACES

Sec. 265-185. – Purpose:

The purpose of this section is to provide effective electric vehicle charging abilities throughout the City. Where any other provisions of the City of Dania Beach Code of Ordinances directly conflict with the regulation of electric vehicles (sections 265-185 through 265-189) the regulation of electric vehicles shall be controlled. All operations of electric vehicle charging stations shall comply with applicable Federal, State, and local laws, rules, and regulations. As electric vehicle technology continues to evolve, the City's Community Development Director, or his/her designee will review new systems and other adaptations, as may be required.

Sec. 265-186. – Definitions:

(A) Electric Vehicle. Abbreviated as (EV).

(B) ELECTRIC VEHICLE CHARGING STATION (EVCS) OR CHARGING STATION means an electric vehicle supply equipment station in a private or public parking space that delivers electricity or transfers electric energy to a battery or other energy storage device in an electric vehicle and is classified based on the following levels:

- (1) Level 1 operates on a 15 to 20-amp breaker on a 120-volt AC circuit. Level 1 Electric Vehicle Supply Equipment (EVSE) is found in common low-density residential single-family or duplex homes. On average it takes level 1 charger 40-50+ hours to fully charge a Battery Electric Vehicle (BEV) and 5-6 hours to charge a Plug-in Hybrid Electric Vehicle (PHEV).
- (2) Level 2 operates on a 40 to 100-amp breaker on a 208 or 240-volt AC circuit. Level 2 chargers offer a faster rate of charging and are common in homes, workplaces, and public parking lots. Level 2 chargers can charge a BEV in 5-10 hours and a PHEV in 1-2 hours.
- (3) Level 3 operates on a 60 amp or higher breaker on a 480 volt or higher three-phase circuit with special grounding equipment. Level 3 operates on a direct current as opposed to an alternating current and offers the fastest charging capabilities. With BEV's being charged in 20 minutes to 1 hour. PHEVs currently cannot be charged by level 3 chargers.

(C) OPERATOR means the auto manufacturer representative of an auto manufacturer, representative of an auto manufacturer, developer, shopping center property management company, free-standing building owner, or lessee, responsible for the installation, management, and operation of electric vehicle service and charging stations.

Sec. 265-187. – Applicability:

- (A) The requirements relating to electric vehicles and electric vehicle charging stations of this part shall apply to new development, redevelopment, infill development or substantial enlargement and/or alteration of structures requiring a public hearing. Only new parking spaces added as part of a substantial enlargement or alteration are subject to the requirements of these regulations relating to electric vehicles and electric vehicle charging stations. this subsection.
- (B) ~~EV~~ Electric vehicle charging stations may be located within new or existing enclosed parking garages or within new or existing surface parking areas.

- (C) Operators of electric vehicle charging stations must apply for a business tax receipt in compliance with City Code Chapter 15, unless restricted for private use to employees at no cost to the employee, or if the charging station is located at an owner-occupied single family residential property. All operators of electric vehicle charging stations are required to obtain a building permit for the installation and operation of the charging station.
- (D) ~~EV~~ Electric vehicle charging stations will be considered an accessory and an amenity use when the service is offered free of charge ~~and an accessory use~~. Amenity-use electric vehicle charging stations are permitted within all residential, non-residential, and mixed-use zoning districts.
- (E) For the purposes of minimum parking space calculations, electric vehicle spaces shall count towards meeting a maximum of ten percent (10%) of the minimum parking requirements, rounded down. This shall not apply to freestanding single-family structure.

<u>Required EV Parking Spaces in Future Developments</u>		
<u>Type</u>	<u>EV Capable**</u>	<u>EVSE Installed (threshold)**</u>
<u>Single-Family/Duplex Development</u>	<u>One hundred percent (100%)</u>	<u>N/A</u>
<u>Multifamily Residential, Hotel, Mixed-Use, Parking Structures (except for Affordable or Workforce Housing Garages)</u>	<u>Twenty percent (20%)</u>	<u>Five percent (5%) of the total number of required parking spaces. If five (5) percent calculates to a fractional number, that fractional number must be rounded up to the next higher whole number.</u>
<u>Commercial* (includes Retail, Entertainment, Institutional, Restaurant, Office, Public, Service, and Recreational uses)</u>	<u>Twenty percent (20%)</u>	<u>Five percent (5%) (requirement begins at 250 spaces)</u>
<u>Industrial</u>	<u>Ten percent (10%)</u>	<u>Two percent (2%) (requirement begins at 250 spaces)</u>

Sec. 265-188. – General Requirements:

- (A) Electric Vehicle Parking spaces shall meet all performance standards of this subsection.

- (B) Electrical Vehicle Supply Equipment (EVSE) will be located in parking spaces clearly marked for EV charging and shall be installed per the requirements of the current National Electrical Code, as adopted and amended by the State of Florida.
- (C) Where parking is the primary use of the property, electric vehicles charging stations shall be permitted. For all other uses, electric vehicle charging shall be deemed accessory to the primary use.
- (D) Accessory use electric vehicle charging station parking spaces shall be specifically designated for charging an electric vehicle with a sign referencing F.S. 366.94(3)(a), as may be later amended. One exclusive use parking space, per charging station shall be required adjacent to each charging unit. Under F.S. 366.94(3)(a), it is unlawful for a person to stop, stand, or park a vehicle that is not capable of using an electrical recharging station within any parking space specifically designated as an electric vehicle charging stations.

Sec. 265-189. – Electric Vehicle Charging Station Minimum Requirements:

- (A) Electric Vehicle Charging Station as an Amenity Use – Level 1 and 2
 - (1) Level 1 and 2 electric vehicle charging stations will be considered an amenity use when the service is offered free of charge and shall be subject to the following requirements:
 - (a) Permitted in all zoning districts.
 - (b) An electric vehicle charging station sign shall be posted at the electric vehicle charging station stating, "Electric Vehicle Charging Station." Signs shall be no less than 24 inches wide by 18 inches high. Color and letter size specifications shall meet the Manual on Uniform Traffic Control Devices (MUTCD) requirements for sign designation (electric vehicle charging). Single-family and duplex stations are not required to meet the MUTCD standards.
 - (c) All equipment components, including but not limited to functioning, shall be maintained at all times.
 - (d) Current contact information, including but not limited to a telephone number for a representative or department of the operator of the charging station shall be posted on each station as a contact to report all issues relating to the particular station.
- (B) Electric Vehicle Charging Station as an Accessory Use – Levels 2 and 3
 - (1) Electric vehicle charging stations will be considered an accessory use when there is a monetary transaction or subscription associated with the service.
 - (2) Level 2 and 3 electric vehicle charging stations shall be permitted to classify as an accessory use and shall be subject to the following requirements:
 - (a) Are permitted in all zones.
 - (b) An electric vehicle charging station sign shall be posted at the electric vehicle charging station stating, "Electric Vehicle Charging Station." Signs shall be no less than 24 inches wide by 18 inches high. Color and letter size specifications shall meet the Manual on Uniform Traffic Control Devices (MUTCD) requirements for

sign designation (electric vehicle charging). Single-family and duplex stations are not required to meet the MUTCD standards.

- (c) Accessory use of electric vehicle charging stations shall be permitted based on the availability of surplus parking.
 - (d) EVSE must be concealed from the road right of way by landscape or other means and maybe permitted in landscape and utility buffers, subject to prior approval of City staff.
 - (e) All equipment components, including but not limited to functioning shall be maintained at all times.
 - (f) Current contact information, including but not limited to a telephone number for a representative or department of the operator of the charging station shall be posted on each station as a contact to report all issues relating to the particular station.
- (C) Electric Vehicle Service Stations as a Principal Use – Level 3
- (1) Electric vehicle service stations shall be the principal use which shall include but is not limited to the following services: Charging, repair, retail, and maintenance.
 - (a) Permitted operations including charging stations with an output of greater than or equal to 480 volts, lithium-ion car battery replacement, and electric vehicle maintenance.
 - (b) Operators of electric vehicle charging stations must apply for a business tax receipt in compliance with Chapter 15 of the City Code of Ordinances.
 - (c) All equipment components, including but not limited to functioning shall be maintained at all times.
 - (d) All principal operators must have a Lithium-ion battery fire safety plan during the routine annual inspection.
 - (e) An electric vehicle charging station sign shall be posted at the electric vehicle charging station stating, "Electric Vehicle Charging Station." Signs shall be no less than 24 inches wide by 18 inches high. Color and letter size specifications shall meet the Manual on Uniform Traffic Control Devices (MUTCD) requirements for sign designation (electric vehicle charging). Single-family and duplex stations are not required to meet the MUTCD standards.

Sec. 265-190. – Location:

- (1) Placement or installation of electric vehicle charging equipment must be identified during the site plan approval process.
- (2) EVs charging stations shall not interfere with vehicle, bicycle or pedestrian access and circulation, or with required landscaping, above ground or underground infrastructure.
- (3) EV charging stations shall not be located within dedicated drainage or utility easements.
- (4) EV charging stations for single family locations shall not be permitted in the front of the building.

Sec. 265-191. – Design Standards:

- (1) Charging equipment must be mounted on the wall or on a structure at the end of the electric vehicle parking space provided.
- (2) Charging devices may not be placed within the dimensions of a space or entrance to a space. Electric vehicle parking spaces for non-single family residential use shall be marked by green lines, symbols, or curbs.
- (3) When cords and connectors are not in use, retraction devices and locations for storage shall be located sufficiently above the pedestrian surface and the parking lot to reduce conflicts with pedestrians and vehicle maneuvering.
- (4) Cords, cables, and connector equipment shall not extend across the path of travel in any sidewalk or walkway.
- (5) Equipment mounted on structures such as pedestals, lighting posts, bollards, or other protective devices shall be located in a manner that does not impede pedestrian, bicycle, or transit travel.
- (6) For EV charging stations installed on surface parking lots, all cabinets, switchgear and other transmission equipment (other than charging posts or connectors) related to the station shall be completely enclosed. For EV charging stations installed in enclosed parking garages, all equipment (other than charging posts or connectors) related to the station shall have safety screens around the equipment.
- (7) EV charging stations in residential and mixed-use zoned areas shall be constructed in a manner harmonious with surrounding aesthetics.
- (8) Additional landscape screening may be required for mechanical equipment such as transformers associated with charging equipment, consistent with mechanical equipment screening requirements and the current edition of the Florida Building Code.

* * *

Section 3. That if any section, clause, sentence or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 4. That all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are repealed to the extent of such conflict.

Section 5. It is the intention of the Mayor and City Commission of the City of Dania Beach, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of the City of Dania Beach, Florida. The sections of this ordinance may be renumbered or re-lettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

Section 6. That this Ordinance shall be effective 10 days after passage on second reading.

PASSED on first reading on _____, 2024.

PASSED AND ADOPTED on second reading on _____ 2024.

First Reading:

Motion by: _____

Second by: _____

Second Reading:

Motion by: _____

Second by: _____

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Joyce L. Davis _____

Commissioner Tamara James _____

Commissioner Marco Salvino _____

Vice Mayor Lori Lewellen _____

Mayor Archibald J. Ryan IV _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY



City of Dania Beach, Florida
Department of Community Development
Planning and Zoning Division
(954) 924-6805 X3643
(954) 922-2687 Fax

Standard Development Application

- ☐ Administrative Variance
- ☐ Land Use Amendment
- ☐ Plat
- ☐ Rezoning
- ☐ Site Plan
- ☐ Special Exception
- ☐ Variance
- ☐ Other: _____

Date Rec'd: 12/20/2023

Petition No.: TX-096-23

Other: _____ (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: City Wide

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: _____

Business Telephone: _____ Home: _____ Fax: _____

E-mail address: _____

Name of Property Owner: City of Dania Beach

Address of Property Owner: 100 W Dania Beach Blvd

Business Telephone: _____ Home: _____ Fax: _____

Explanation of Request: Text amendment to the LDC, Chapter 28, to add the regulations and requirements for electronic vehicle charging stations.

*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*)

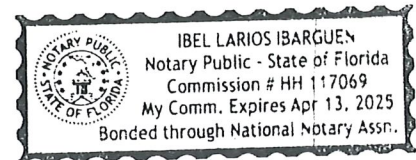
BEFORE ME THIS 20th DAY OF December, 2023

By:

Eleanor Norena.
(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.***



City of Dania Beach Community Development Memorandum

DATE: 4/9/2024

TO: Mayor and Commissioners

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

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

SUBJECT: TX-002-24: The applicant, the City of Dania Beach, is requesting a text amendment to the City's Code of Ordinances, Land Development Code, establishing green building design requirements for new development occurring in the City (SECOND READING).

Request:

The Community Development Department is requesting an amendment to the City's Land Development Code (LDC) to establish green building design requirements for new development.

Background:

On September 26, 2023 the City Commission approved the elimination of incentives on first reading. Second and final reading adopting this change is anticipated in March of 2024. One of the incentives proposed to be eliminated is the Green Building Practices. As a result, the City Commission directed staff to create some green building standards that could be adopted in the City's LDC. On January 8 – 9, 2024 staff met with each City Commissioner individually to discuss any comments or concerns based on the proposed regulations. The text amendment proposed is described below.

The amendment proposed establishes a list of forty-three (43) green building practices as recommended by the Community Development Department's consultant, the Spinnaker Group. The text amendment recognized different size developments as needing to incorporate a larger number of green building design initiatives into a development project. Therefore, the project sizes are identified below with the corresponding number of green building initiatives needed for each.

- Single Family/Duplex (& major renovations) – must incorporate 5 out of 43 initiatives.
- Small scale site plan development - must incorporate 5 out of 43 initiatives.
- Large scale site plan development - must incorporate 10 out of 43 initiatives.
- New City Facilities - must incorporate 10 out of 43 initiatives.

However, if a project receives certification from USGBC LEED, or GBI Green Globes, the 43

initiatives are not necessary.

On December 20, 2023, the Green Advisory Board discussed the proposed text amendment and are in support of the application.

Planning and Zoning Board previous action

On February 21, 2024 the Planning and Zoning Board will hear this text amendment.

City Commission previous action

On February 27, 2024, the City Commission approved this item on first reading.

Budgetary Impact

Recommendation

The Community Development Department supports the amendment and recommends the City Commission approve the ordinance on second and final reading.

ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 28, "LAND DEVELOPMENT REGULATIONS", OF THE CITY CODE OF ORDINANCES, CREATING ARTICLE 206, "GREEN BUILDING DESIGN STANDARDS", AND CREATING SECTIONS 206.10 THROUGH 206-90, IMPLEMENTING THE GREEN BUILDING STANDARDS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Mayor and City Commission desire to amend the Land Development Code in order to provide for Green Building Standards, and to include those standards in the City's Code; and

WHEREAS, the City desires to modify Chapter 28 of the Land Development Regulations to created Article 206, for Green Building Standards.

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

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

Section 2 That Chapter 28 of the City's Code of Ordinances entitled "Land Development Regulations", to create Article 206, entitled "Green Building Design Standards", to read as follows:

**CHAPTER 28
LAND DEVELOPMENT REGULATIONS**

* * *

ARTICLE 206. – GREEN BUILDING DESIGN PRACTICES

Sec. 206-10. – Purpose and intent

To establish City-wide mandatory green design practices, certification requirements and development incentives for building and site design, materials and construction techniques that minimize demand for nonrenewable material and energy resources, water consumption, and minimize the generation of waste products, pollution, and stormwater runoff.

Sec 206-20. – Definitions

For purposes of this Article, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

ASHRAE. The American Society of Heating, Refrigerating and Air-Conditioning Engineers.

Biophilic design. A design approach to architecture that seeks to connect building occupants more closely to nature. Biophilic designed buildings incorporate things like natural lighting and ventilation, natural landscape features and other elements for creating a more productive and healthier built environment for people.

Circular products. Products that operate within the circular economy model i.e. those products that have reduced or completely no need for virgin resources and are designed with the end of their life in mind.

Energy Star. Energy Star rating system (use latest edition of rating system at time of submittal of permit application to the Building Division).

ENVISION. Sustainable infrastructure rating system developed by the Institute for Sustainable Infrastructure (ISI).

FGBC. Florida Green Building Coalition (use latest edition of rating system in effect at time of submittal of permit application to the Building Division).

GBI. Green Building Initiative.

Green design practice. Any of the design practices delineated in Article 206, maintained by the Community Development Department and adopted by resolution of the City Commission, as may be amended from time to time.)

Green Globes. Green Globes by the GBI (use latest edition of Green Globes rating system in effect at time of submittal).

LEED. Leadership in Energy and Environmental Design by the USGBC (use latest edition of LEED rating system in effect at time of submittal).

Lux. A is a measure of the amount of light level intensity, which is commonly referred to as unit of illuminance or illumination on a surface area. Lux is a SI unit that measures “luminous flux” per unit area. The measurement of 1 lux is equal to the illumination of a one-meter square surface that is one meter away from the light output of a single candle. One (1) Lux is one (1) lumen projected over an area of one (1) square meter.

MERV. Minimum efficiency reporting value reports an air filter’s ability to capture larger particles between 0.3 and 10 microns (um).

Solar Reflectance Index (SRI). A measure of the constructed surface’s ability to reflect solar heat, as shown by a small temperature rise. It is defined so that a standard black surface (reflectance 0.05, emittance 0.90) is 0 and a standard white surface (reflectance 0.80, emittance 0.90) is 100.

Sustainable Agriculture Practices, Sustainable agricultural practices are intended to protect the environment, expand the Earth's natural resource base, and maintain and improve soil fertility.

USGBC. U.S. Green Building Council.

Sec. 206-30. – Applicability

- (A) This Article applies to construction of all new buildings, structures and sites, as well as major renovation consisting of alterations, modifications or additions that exceed fifty (50) percent of the total floor area of an existing building or structure in the City.
- (B) Development subject to the requirements of this Article is classified in the following categories:
- (1) Single family dwellings and duplexes (Section 206-40);
 - (2) Small scale development (Section 206-50);
 - (3) Large scale development (Section 206-60); and,
 - (4) City facilities (Section 206-70). City facilities shall also comply with Fla. Stat. 255.2575.
- (C) This Article does not apply to developments that have an approved development order issued prior to the effective date of this Article; proposed developments that have a complete development application in the process of review by the City or that have been issued a building permit number prior to March 12, 2024

Sec. 206-40. – Single family dwellings and duplexes

New construction of, and a major renovation (substantial improvement) to, a single-family dwelling or duplex shall include a minimum of five (5) green design practices, as established in Section 206-80.

Sec 206-50. – Small-scale development

- (A) For the purposes of this Article, small-scale development is defined as follows:
- (1) Multifamily residential development in buildings 1 - 3 stories in height, or less than fifty (50) dwelling units; or,
 - (2) Less than twenty thousand (20,000) square feet of nonresidential use; and,
 - (3) Does not include both residential and nonresidential uses.

(B) For small scale development, new construction of, and a major renovation to any building, structure or site shall include a minimum of five (5) green design practices, as established in Section 206-80.

Sec 206-60. – Large-scale development

(A) For the purposes of this Article, large scale development is defined as follows:

- (1) Multifamily residential development in buildings over three (3) stories in height, or fifty (50) dwelling units or more; or
- (2) Twenty thousand (20,000) square feet or more of nonresidential use; or,
- (3) Development that includes both residential and nonresidential uses; or,
- (4) Any development on a lot with a net land area of more than one (1) acre, regardless of building / structure size or dwelling unit count.

(B) All large-scale development, including new construction of, and major renovation (substantial improvements) to, any building, structure or site, shall either (i) include a minimum of ten (10) green design practices, as established in Section 206-80, (ii) obtain minimum certification as a USGBC LEED -certified development, or (iii) obtain minimum certification as a GBI Green Globes-certified development.

Sec. 206-70. – City facilities

All new City facilities shall include a minimum of ten (10) green design practices, as established in Section 206-80. City facilities shall also comply with Fla. Stat. 255.2575.

Sec 206-80. – Green Design Practices

(A) The following green design practices are approved for single family dwellings, duplex and small-scale development:

- (1) Minimum R-values for Wall, Roof and Floor Insulations. The entire building thermal envelope meets or exceeds the insulation requirements of 2021 IECC Table R402.1.3 including a minimum ceiling R-value of thirty (30).
- (2) Maximum Assembly and Fenestration Requirements. The building thermal envelope meets the fenestration requirements of 2021 IECC Table R402.1.2. Assemblies have a U-factor that does not exceed the values specified in Table R402.1.2 and the glazed fenestration Solar Heat Gain Coefficient (SHGC) does not exceed a maximum of 0.25.
- (3) High Reflectance Roofs (Cool Roofs)

- i. All roof surfaces must provide a Solar Reflectance Index (SRI) as follows:
 - a. Low-sloped roofs with a maximum slope of 2:12: initial SRI of eighty-two (82) or three year (3-yr) aged SRI of sixty-four (64).
 - b. Steep-sloped roofs with a maximum slope of 2:12: initial SRI of three (3) year aged SRI of thirty-two (32).
 - ii. Compliant metal roofs meeting initial SRI values above are preferred.
 - iii. Vegetated Roofs automatically qualify.
- (4) Vegetated Roof Planters (Green Roofs)
- i. At least fifty percent (50%) of the total roof surface must consist of a vegetated roof planter.
 - ii. A vegetated roof, also referred to as a living roof or planter, shall mean a roof of a building that is partially or completely covered with vegetation and a growing medium, planted over a waterproofing membrane. It may also include additional components such as a root barrier, drainage and irrigation system, and soil containment.
 - iii. Green roof structural components (non-vegetative components) shall be deemed permitted accessory equipment in all zoning districts.
 - iv. The vegetated roof structural components (non-vegetative components) may exceed the maximum permitted height limit in any zoning district by no more than five (5) feet.
 - v. For existing buildings non-conforming to height requirements, in order to be deemed permitted accessory equipment, green roof structural components may exceed the roof height by no more than five (5) feet.
- (5) Sanitation system for pools that reduces chlorine usage. To claim this design practice, a system that eliminates the use of liquid chlorine by recycling a salt alternative, or a system that reduces the amount of liquid chlorine required by using ionization technology must be used. An ultraviolet and ozone system that sterilizes the water without the use of chemicals is also acceptable. Systems must be shown on plans and verified by a plumbing inspector on site at final inspection.
- (6) No garbage disposal. No disposal should be shown on plans, and no disposal should be present at the time of final building inspection.
- (7) All Energy Star appliances. All permanent appliances in each dwelling unit that can be Energy Star rated must be so rated to claim this item. (This includes refrigerator, stove, washing machine, dryer, etc. Items not covered are countertop appliances such as toasters, mixers etc.) Energy Star appliances must be verified by a building inspector on site at final inspection.

- (8) Energy Star qualified homes. The owner shall submit proof of application and the retainer retention of an energy star rater. A copy of the Energy Star home certificate shall be given to the Building Division upon receipt prior to the final certificate of occupancy.
- (9) Shower heads. Install low flow shower heads rated at a maximum flow of 1.75 gallons per minute at eighty (80) psi water pressure per compartment (compartment defined as a shower with a maximum area of 2500 sq. in.). All showers shall have no more than one shower head per compartment (including rain shower heads and handheld shower heads) or shall install a point-of-use diverter so that a maximum flow rate per shower compartment is achieved. All shower heads must be shown on plumbing plans and verified by plumbing inspector on site at final inspection.
- (10) Central vacuum system (CVS). CVS canister shall be located in non-air-conditioned space and shown on plans accordingly. CVS system must be verified by building inspector on site at final inspection.
- (11) Washer and dryer outside of air-conditioned space. Washer and dryer outside of air-conditioned space must be shown on plans and verified by building inspector on site at final inspection.
- (12) Clotheslines (Single family and duplex development only).
- i. Clotheslines are deemed permitted accessory structures and shall conform to the accessory structure setback and height requirements of the zoning district in which the property is located.
 - ii. A clothesline cannot be installed in an easement without a form signed by any holder of an easement on the property consenting to the installation within the easement.
- (13) Recycling
- i. Residential uses: A dedicated storage area for a garbage bin and a recycle bin, sized to fit both, must be shown on the plans. Dedicated storage area shall be verified by plans examiner. Plans for the kitchen must include pull-out recycling and garbage bins built into cabinets. Pull-out bins built into cabinets shall be verified by plans examiner at permit review and by building inspector at final inspection.
 - ii. Non-residential uses: A dedicated area for collecting recycled materials that is accessible to all occupants must be provided. This can be internal or external but must be shown on plans and verified by plans examiner at permit review and by the building inspector at final inspection.
- (14) Bicycle Storage and Changing Room (Small-scale development only).

- i. Long-term bicycle storage provided for a minimum of five percent (5%) of full-time equivalent (FTE) employees and thirty percent (30%) of residents.
- ii. The long-term bicycle storage area shall include covered dedicated lockable racks on the ground floor level with facilities to accommodate a minimum of fifty percent (50%) of all required bicycle parking spaces per Section 265-51.
- iii. Short-term bicycle storage provided for a minimum of two and a half percent (2.5%) of all peak visitors, students, and retail customers.
- iv. The total number of residents per dwelling unit equals one plus the number of bedrooms for each unit (i.e. three (3) residents for a 2-bedroom unit). The total number of FTE employees, peak visitors, students and retail customers can be estimated using the LEED v4 BD+C Reference Guide, Appendix 2, Table 1 Default Occupancy Numbers.
- v. The changing room shall be a dedicated lockable room for the changing of clothes to which occupants of the building have access when building is in use.

(15) Photovoltaic (PV) system

- i. Single family and duplex development shall install solar PV system capable of generating at least sixty percent (60%) of energy demand based on daytime peak load and on an annual basis.
- ii. Small scale development shall install solar PV system capable of generating at least ten percent (10%) of energy demand based on daytime peak load and on an annual basis.
- iii. Section 220-65 contains additional regulations for rooftop photovoltaic systems.

(16) Solar water heater must provide solar water heating with at least an eighty (80) gallon storage tank.

(17) Electric vehicle charging station(s)

- i. Single family and duplex development shall install electric lines and circuit breakers to readily accommodate future installation. Lines shall be installed up to the point where the charging station will be located.
- ii. Small scale development shall install a minimum number of electric vehicle-charging station(s) with the project at the rate of five (5) percent of the total number of required parking spaces. If five (5) percent calculates to a fractional number, that fractional number must be rounded up to the next higher whole number.
- iii. An electric vehicle charging station sign shall be posted at the electric vehicle charging station stating, "Electric Vehicle Charging Station." Signs shall be no less than twenty-four (24) inches wide by eighteen (18) inches high. Color and letter size specifications

shall meet the Manual on Uniform Traffic Control Devices (MUTCD) requirements for sign designation (electric vehicle charging). Single-family and duplex stations are not required to meet the MUTCD standards.

- iv. The application documents for the project shall at a minimum identify the following:
 - a. The location where the vehicle(s) will be parked,
 - b. The location of the charging station(s), and
 - c. The electrical plans showing the location of the meter, circuitry, panel schedules and routing.
 - v. Permeable Hardscapes. At least thirty percent (30%) of total surface area of all hardscapes (driveways, walkways, plazas, patios, and surface parking) must be permeable surfaces that achieve a surface infiltration rate of five hundred (500) inches/hour when newly installed.
- (18) Florida Native Landscaping. Exceed the native planting requirements in Section 275-60 by planting a minimum of eighty (80) percent of all vegetation, including turfgrass and groundcover.
- (19) Enhanced Tree Canopy
- i. Single family and duplex development shall provide a minimum of six (6) trees of three (3) different species and twenty (20) shrubs shall be planted per lot. For all lots larger than eight thousand (8,000) square feet in area, additional shrubs and trees shall be provided at the rate of two (2) trees and six (6) shrubs per three thousand (3,000) square feet of lot area.
 - ii. Small scale development shall exceed the minimum tree requirements listed in Article 275 by planting one hundred fifty percent (150) of the minimum trees required in the Perimeter buffer landscape, and two hundred percent (200) of the minimum trees required in the Interior landscape requirements for Vehicular Use Areas.
- (20) Green Walls
- i. A green wall, also referred to as a living wall or vertical garden, shall mean an internal or external wall partially or completely covered with vegetation that includes a support structure and growing medium, and an integrated water delivery system.
 - ii. A green wall must cover at least forty (40) percent of the external surface on the opaque wall assembly on which it is constructed or a minimum of twenty (20) percent of the entire façade.
 - iii. Green wall systems shall be deemed permitted accessory equipment in all zoning districts.

- iv. The green wall structural components (non-vegetative components) may encroach into any required setback by no more than three (3) feet.
 - v. For existing buildings non-conforming to height requirements, in order to be deemed permitted accessory equipment, green roof structural components shall not exceed the roof height by more than five (5) feet.
- (21) Irrigation systems
- i. Drip Irrigation system is installed for all landscape beds along with an irrigation plan and implementation executed by a Qualified Professional certified by a Water Sense labeled program or equivalent.
 - ii. Provide irrigation controllers that are labeled EPA water sense program.
- (22) Rainwater collection and distribution. Collect rainwater installing an impermeable cistern system and distribute collected water for at least fifty percent (50%) of irrigation demands or for at least twenty-five percent (25%) of indoor flush fixtures (toilets, urinals) or a combination of both.
- (23) Enhanced hurricane resistant structure. Meet a wind load twenty miles per hour (20 mph) greater than Florida Building Code requirements.
- (24) Low-Impact Development / Green Infrastructure
- i. Provide Green infrastructure (GI) and low-impact development (LID) rainwater management strategies as part of the overall stormwater management efforts for the project. LID strategies include bioretention, vegetated swales and buffers, rain gardens, permeable surfaces, rainwater harvesting systems, vegetated roofs, and soil amendments. Refer to EPA's National Menu of Stormwater Best Practices for additional reference.
 - ii. For projects that propose Green Infrastructure or Low Impact Development systems for stormwater management and/or water quality protection, the applicant must demonstrate the proposed system meets the applicable stormwater management and/or water quality protection requirements as required by the City, Broward County, the South Florida Water Management District or the Florida Department of Environmental Protection as applicable.
 - iii. The property owner shall provide the City with the issued permit(s) from any external applicable jurisdictional agency if required for the Green Infrastructure or Low Impact Development system.
 - iv. The Green Infrastructure shall be maintained to ensure the efficacy of the system in managing stormwater and protecting water quality.

- (25) Diversion of waste from landfill. For projects involving demolition, provide documentation that at least thirty percent (30%) of all demolition materials will be reclaimed, recycled or otherwise diverted from landfill.
- (26) Community Garden (Small-scale development only). A portion of the lot is established as a community garden, available to residents/occupants/visitors to provide local food production to residents or area consumers.
- (27) Community Placemaking. Provide a publicly accessible space within the project that promotes social wellbeing of a community and serves as a positive neighborhood feature.
- (28) Reuse of existing building. At least seventy-five percent (75%) by area or surface of the major elements or components of an existing building and structures are reused, modified or deconstructed for later use.
- (29) Salvaged/Reclaimed Materials. At least ten percent (10%) by cost of the total construction cost are either salvaged or reclaimed materials from within the site or from off site. Cannot repeat the same item used for Reuse of existing building.
- (30) Bio-based and Wood Products
- i. Use at least two (2) types of bio-based materials, to reach two percent (2%) of the project's projected building material cost. Bio-based products include but are not limited to:
 - a. Bamboo, Cork, Cotton, or Wool and Engineered Wood,
 - b. Any products containing minimum fifty percent (50%) of biobased content as determined by the manufacturer according to ASTM Standard D6866,
 - c. Any biobased products meeting Sustainable Agriculture practices.
 - ii. At least fifty percent (50%) of all wood products (by total value) have been certified to Forestry Stewardship Council standards.
- (31) Low-Emitting Construction Materials. Provide ninety percent (90%) of Adhesive, Sealants, Paints and coatings with Low VOC content based on the South Coast Air Quality Management Division (SCAQMD) rules 1168 for Adhesives and Sealants and 1113 for Paints and Coatings.
- (32) Low-Emitting Flooring. Provide one hundred percent (100%) of hard flooring with Floor Score certification and one hundred percent (100%) of carpets with Green Label Plus certification.
- (33) Circular Products

- i. Use at least five (5) permanently installed products from three (3) manufacturers that demonstrate achievement of at least one of the circular product reports listed below. No more than four products can come from one category of criteria below. Products that satisfy more than one criterion cannot be double counted.
 - a. Supply Chain Circularity
 - b. Zero Waste Manufacturing
 - c. Designed for Circularity
 - d. Closed Loop products.

(34) Water-Managed Wall Assembly

- i. Flashing at bottom of exterior walls with weep holes included for masonry veneer and weep screed for stucco cladding systems, or equivalent drainage system.
- ii. Fully sealed continuous drainage plane behind exterior cladding that laps over flashing and fully sealed at all penetrations. Additional bond-break drainage plane layer provided behind all stucco and non-structural masonry cladding wall assemblies.
- iii. Window and door openings fully flashed.

(35) Water-Managed Roof Assembly

- i. Step and kick-out flashing at all roof-wall intersections, extending greater than or equal to ($\geq$) four inches (4") on wall surface above roof deck and integrated shingle-style with drainage plane above; boot / collar flashing at all roof penetrations.
- ii. For homes that don't have a slab-on-grade foundation and do have expansive or collapsible soils, gutters & downspouts provided that empty to lateral piping that discharges water on sloping final grade greater than or equal to five feet ($\geq$ 5 ft.) from foundation, or to underground catchment system not connected to the foundation drain system that discharges water greater than or equal to ten feet ($\geq$ 10 ft.) from foundation. See Footnote for alternatives & exemptions.
- iii. Self-adhering polymer-modified bituminous membrane at all valleys & roof deck penetrations.
- iv. In 2009 IECC Climate Zones 5 & higher, self-adhering polymer-modified bituminous membrane over sheathing at eaves from the edge of the roof line to greater than two feet ($>$ 2 ft.) up roof deck from the interior plane of the exterior wall.

(36) Water-Managed Building Materials

- i. Wall-to-wall carpet not installed within two and a half feet (2.5 ft.) of toilets, tubs, and showers.

- ii. Cement board or equivalent moisture-resistant backing material installed on all walls behind tub and shower enclosures composed of tile or panel assemblies with caulked joints. Paper-faced backerboard shall not be used.
 - iii. In Warm-Humid climates, Class 1 vapor retarders not installed on the interior side of air permeable insulation in above-grade walls, except at shower and tub walls. Building materials with visible signs of water damage or mold not installed or allowed to remain.
 - iv. Framing members & insulation products having high moisture content not enclosed (e.g., with drywall).
 - v. For each condensate-producing HVAC component, corrosion-resistant drain pan (e.g., galvanized steel, plastic) included that it drains to a conspicuous point of disposal in case of blockage. Backflow prevention valve included if connected to a shared drainage system.
- (37) Lighting Controls for shared multi-occupant spaces (applies to small scale development only)
- i. Provide multizone control systems that enable occupants to adjust the lighting to suit their needs, with at least three lighting levels or scenes (on, off, midlevel). Midlevel is thirty percent (30%) to seventy percent (70%) of the maximum illumination level (not including daylight contributions).
- (38) Water Shutoff Devices. Provide Lever-style Clothes Washer shutoffs, water Sensors/Shutoff system and armored/metal hoses from service to all fixtures and appliances.
- (39) Kitchen Exhaust units. Kitchen exhaust units and/or range hoods are ducted directly to the outdoors and have a minimum ventilation rate of 100cfm for intermittent operation and 25 cubic foot a meter (“ cfm”) for continuous operation.
- (40) Implement Biophilic design features Indoors:
- i. Include at least five (5) distinct design strategies related to biophilic design that addresses at least two (2) for each of the following criteria based on Terrapin Bright Green LLC’s Fourteen (14) Patterns of Biophilic Design publication:
 - ii. Nature in the Space: Plants, Water, Breeze, Scents, Sun Light, Shadows, Animals.
 - iii. Natural Analogues: Materials, Patterns, Objects, Colors, Shapes, Façade Ornamentation, Décor and Furniture.
 - iv. Nature of the Space: Prospect, Refuge, Mystery, Risk/Peril.
 - v. Submit a Biophilia Design narrative at time of building permit.

- (41) Daylighting. Implement daylight measures by demonstrating that fifty-five percent (55%) of the regularly occupied spaces illuminance levels are between three hundred (300) lux and three thousand (3,000) lux at both 9 a.m. and 3 p.m.
- (42) Quality Exterior Views. Provide occupants with direct access to a view to the outdoors for seventy-five percent (75%) of the regularly occupied floor area through glass with a visible light transmittance (VLT) above forty percent (40%) and include a view to nature, urban landmarks, art, or other objects at least twenty-five (25) feet from the exterior of the glazing.

Sec 206-90 - Conflicts – Florida Building Code.

- (A) In the case of a conflict between the Florida Building Code and this Article, the Florida Building Code shall prevail.

* * *

Section 4. That if any section, clause, sentence or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 5. That all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are repealed to the extent of such conflict.

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

PASSED on first reading on _____, 2024.

PASSED AND ADOPTED on second reading on _____, 2024.

First Reading:

Motion by: _____

Second by: _____

Second Reading:

Motion by: _____

Second by: _____

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Joyce L. Davis _____ _____

Commissioner Tamara James _____ _____

Commissioner Marco Salvino _____ _____

Vice Mayor Lori Lewellen _____ _____

Mayor Archibald J. Ryan IV _____ _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY



City of Dania Beach, Florida
Department of Community Development
Planning and Zoning Division
(954) 924-6805 X3643
(954) 922-2687 Fax

Standard Development Application

- ☐ Administrative Variance
- ☐ Land Use Amendment
- ☐ Plat
- ☐ Rezoning
- ☐ Site Plan
- ☐ Special Exception
- ☐ Variance
- ☐ Other: _____

Date Rec'd: 01/10/24

Petition No.: TX-002-24

(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: 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: _____

Business Telephone: _____ Home: _____ Fax: _____

E-mail address: _____

Name of Property Owner: City of Dania Beach

Address of Property Owner: 100 W Dania Beach Blvd

Business Telephone: _____ Home: _____ Fax: _____

Explanation of Request: Text Amendment to include Green Building Designs

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 10th DAY OF January, 2024

By:

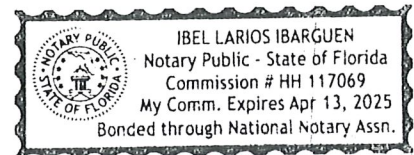
Eleanor Norena.

(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.***



City of Dania Beach Community Development Memorandum

DATE: 4/9/2024

TO: Mayor and Commissioners

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

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

SUBJECT: TX-083-23: The applicant, the City of Dania Beach, is requesting a text amendment to the City's Code of Ordinances, Land Development Code establishing development review procedures and regulations for affordable housing projects utilizing Live Local, Florida Statue 420 (SECOND READING).

Request:

To expand zoning district applicability as it relates to the Live Local regulations.

Background:

The Community Development Department is proposing the addition of one mixed-use zoning district, the Neighborhood Mixed-Use zoning district, that was inadvertently omitted from the adoption of the original text amendment.

On February 27, 2024, the City Commission adopted an amendment to the City's Land Development Code (LDC) establishing development regulations for mixed-use, commercial, and industrially zoning districts utilizing the Live Local Act legislation.

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 things is designed to streamline and incentivize affordable housing within the State of Florida.

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.

The ordinance was originally drafted to include only the City's zoning districts that are described as 'Mixed-Use', 'Commercial', or 'Industrial'. In that process the Neighborhood Mixed-Use zoning district was mistakenly omitted. This action will include the Neighborhood Mixed-Use zoning district in the development regulations for the implementation of Live Local development.

The Act is applicable to the following zoning districts:

- **Neighborhood Mixed-Use (NBHD-MU) (added by this amendment)**
- South Federal Highway Mixed-Use (SFED-MU)
- Gateway Mixed-Use (GTWY-MU)
- East Dania Beach Boulevard Mixed-Use (EDBB-MU), Planned Mixed-Use Development (PMUD)
- Planned Small Lot Mixed-Use Development (PMUD-SL)
- General Commercial District (C-4)
- General Industrial (IG), Restricted Industrial (IR)
- Industrial-Research-Office (IRO)
- Industrial-Research-Office-Marine (IROM)
- Industrial-Research-Office-Marine Airport Approach (IROM-AA)
- Industrial-Research-Office-Commercial (IROC)

On January 9, 2024, the City Commission approved this Text Amendment on first reading. On February 27, 2024, the City Commission approved the amendment on second reading.

On December 20, 2023, the Planning and Zoning Board heard this item and recommended approval to the City Commission.

Budgetary Impact

Recommendation

The Community Development Department recommends the City Commission approval of the ordinance on second and final reading, incorporating the Neighborhood Mixed-Use zoning district.

ORDINANCE NO. 2024-_____

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, UNDER THE LIVE LOCAL ACT; 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 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, the City of Dania Beach contains more than twenty percent (20%) of the land area within its jurisdiction for commercial or industrial use, and as such the City does not qualify for the provision in the Act that would require a Live Local multi-family development pursuant to the Act would be developed as a mixed-use residential development; 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 Commission has determined thirty-five percent (35%) of the total square footage of a project proposed under the Act as a non-residential component is both meaningful and appropriate in order to support required services and maintain residential affordability for City residents; 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, pursuant to the pending ordinance doctrine, set forth in *Smith v. City of Clearwater*, 383 So. 2d 681 (Fla. 2d DCA 1980), the City declares and implements the pending ordinance doctrine concerning the zoning and Land Development Regulations governing the development of affordable housing projects proposed on properties located in the following commercial, residential and mixed use districts: South Federal Highway Mixed-Use (SFED-MU), Gateway Mixed-Use (GTWY-MU), East Dania Beach Boulevard Mixed-Use (EDBB-MU), Planned Mixed-Use Development (PMUD), Planned Small Lot Mixed-Use Development (PMUD-SL), General Commercial District (C-4), General Industrial (IG), Restricted Industrial (IR), Industrial-Research-Office (IRO), Industrial-Research-Office-Marine (IROM), Industrial-Research-Office-Marine Airport Approach (IROM-AA), and Industrial-Research-Office-Commercial (IROC); and

WHEREAS, on October 24, 2023, the City adopted Resolution No. 23-136 relating to zoning in process, and working under the zoning in progress principals consistent with the pending ordinance doctrine, the City administration has developed this ordinance and all property owners and developers should be aware that provisions of this pending ordinance not yet adopted by the City Commission may be applied to any proposed development applications and any development applications may be delayed until the adoption and effectiveness of this ordinance; thus, property owners and developers should not rely on existing Land Development Regulations in making investment and development-related decisions; 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 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) Multi-family Live Local projects must contain at least 65 percent multifamily, with 40 percent Live Local as affordable housing.

(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.

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.

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 of individuals, partnerships, or corporations). The applicant shall present satisfactory legal documents to constitute evidence of the unified control of the entire area, which shall be approved by the City Attorney. Upon application for rezoning, the applicant shall agree as follows:

- (1) To proceed with the Live Local development according to the 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.

Based on the requirements of Florida law, Live Local developments shall be permitted in the following zoning districts:

- (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),
- (F) Planned Small Lot Mixed-Use Development (PMUD-SL),
- (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)

(e) Applicable development regulations.

(1) Unified lot. 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%) 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.

(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 highest allowed density on any land in the City where residential development is allowed by right, without incorporation of any bonus (incentive) density.

(ii) The maximum height shall be the highest currently allowed 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.

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.

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.
- (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.

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

<u>DEVELOPMENT REGULATIONS</u> <u>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</u>	
<u>Required setbacks and yards:</u>	
<u>Minimum front yard setback</u>	<u>25'</u>
<u>Minimum rear yard setback</u>	<u>30'</u>
<u>Minimum street side setback</u>	<u>25'</u>
<u>Minimum interior side setback</u>	<u>15'</u>
<u>Minimum lot width</u>	<u>100'</u>
<u>Minimum lot depth</u>	<u>100'</u>
<u>Minimum building separation</u>	<u>100'</u>
<u>Parking space requirements</u>	<u>Per Article 265</u>
<u>Landscape requirements</u>	<u>Per Article 276</u>
<u>Pervious area requirements</u>	<u>Per Section 215-130</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.

(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. The City Commission may approve exceptions to this article as conditions to a site plan approval 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) 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.
 - g. A brief analysis of the comparator site for the proposed density determination.
 - h. 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.
 - i. A table, or tables, indicating the ratio of residential and non-residential square footage and affordable and market rate residential units.
- (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, may be appealed to the City Commission pursuant to Section 615-30, "Administrative Appeals."

(2) 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.* 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.

* * *

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 _____, 2024.

PASSED AND ADOPTED on second reading on _____ 2024.

First Reading:

Motion by: _____

Second by: _____

Second Reading:

Motion by: _____

Second by: _____

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Joyce L. Davis _____

Commissioner Tamara James _____

Commissioner Marco Salvino _____

Vice Mayor Lori Lewellen _____

Mayor Archibald J. Ryan IV _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY



City of Dania Beach, Florida
Department of Community Development
Planning and Zoning Division
(954) 924-6805 X3643
(954) 922-2687 Fax

Standard Development Application

- ☐ Administrative Variance
- ☐ Land Use Amendment
- ☐ Plat
- ☐ Rezoning
- ☐ Site Plan
- ☐ Special Exception
- ☐ Variance
- ☐ Other: _____

Date Rec'd: 10/16/23

Petition No.: TX-083-23

(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: CITY WIDE

Lot(s): _____ Block: _____ Subdivision: _____

Recorded Plat Name: _____

Folio Number(s): _____ Legal Description: _____

Applicant/Consultant/Legal Representative (**circle one**) CITY OF DANIA BEACH- COMM. DEV.

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

Business Telephone: _____ Home: _____ Fax: _____

Explanation of Request: ESTABLISH DEV. REGULATIONS FOR MULTIFAMILY RES. CONSTRUCTION W/ AFFORDABLE HOUSING UNDER THE LOVE LOCAL STATUE
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*)

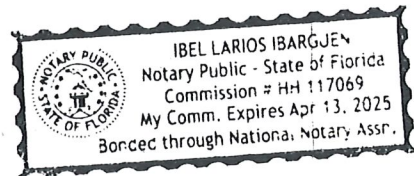
BEFORE ME THIS 16th DAY OF October, 2023

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 _____

Type of identification produced: _____ or Drivers License _____

***If joint ownership, both parties must sign. If partnership, corporation or association, an authorized officer must sign on behalf of the group. A notarized letter of authorization from the owner of record must accompany the application if an authorized agent signs for the owner(s).**

NO APPLICATION WILL BE AUTOMATICALLY SCHEDULED FOR A MEETING.

***ALL APPLICATIONS MUST BE DETERMINED COMPLETE BY STAFF
BEFORE PROCESSING OCCURS.***



City of Dania Beach Parks & Recreation Memorandum

DATE: 4/9/2024

TO: Mayor and Commissioners

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

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

SUBJECT: AMENDMENT TO THE ORDINANCE AUTHORIZING THE EXPENDITURE OF CITY FUNDS TO EXCEED \$1M FOR RFQ NO. 2021-024 – CONSTRUCTION MANAGEMENT AT RISK SERVICES – FOR C.W. THOMAS PARK IMPROVEMENTS.

Request:

The Parks and Recreation Department is requesting the adoption of an ordinance to amend the authorization to expend city funds in excess of One Million (\$1,000,000.00) for RFQ NO. 2021-024 – Construction Management at Risk Services – for C.W. Thomas Park Improvements.

Background:

According to City Code; Article III, Section II, the City Commission, on February 8, 2022, passed and adopted Ordinance 2022-010, that authorizes the expenditure of city funds in excess of One Million Dollars for RFQ No. 2021-024 “Construction Management at Risk Services” for C.W. Thomas Park Improvements. The Ordinance limited the expenditures to Eighteen Million One Hundred Thousand Dollars (\$18,100,000.00) as projected during the Parks Master Planning process in 2019.

With the inflation supplies, equipment and services since the parks master plan was completed in 2019, the C.W. Thomas Park Improvements are expected to exceed \$18,100,000. Therefore, the Department is requesting the amendment of Ordinance 2022-010 to allow for project costs to exceed the originally approve \$18,100,000.00.

Budgetary Impact

The funding for the Construction Management at Risk Services is available within the Parks Masterplan Construction Fund and shall be appropriated to Professional Services account number 302-72-03-572-31-10.

Recommendation

It is recommended that the City Commission adopt the ordinance to amend the authorization to expend city funds in excess of One Million (\$1,000,000.00) for RFQ NO. 2021-024 – Construction Management at Risk Services – for C.W. Thomas Park Improvements.

ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING ORDINANCE 2022-010 AUTHORIZING THE EXPENDITURE OF CITY FUNDS EXCEEDING ONE MILLION DOLLARS (\$1,000,000.00), WHICH EXPENDITURE WAS PROPOSED TO NOT TO EXCEED THE PROJECT ESTIMATE OF EIGHTEEN MILLION ONE HUNDRED THOUSAND DOLLARS (\$18,100,000.00); TO NOW REFLECT AN EXPENDITURE EXCEEDING \$18,100,000.00 DUE TO THE INFLATION OF SUPPLIES, EQUIPMENT AND SERVICES SINCE THE ORGINAL PROJECT ESTIMATE IN 2019 WHICH EXCEEDS THE MONETARY COST ESTIMATE FROM ORDINANCE 2022-010, TO FUND BID RFQ NO. 2021-024 “CONSTRUCTION MANAGEMENT AT RISK SERVICES” FOR C.W. THOMAS PARK IMPROVEMENTS; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on February 8, 2022, the City Commission passed and adopted Ordinance 2022-010, authorizing the expenditure of City Funds exceeding One Million Dollars (\$1,000,000.00), which expenditure was anticipated to not to exceed the project estimate of Eighteen Million One Hundred Thousand Dollars (\$18,100,00.00) to fund BID RFQ No.2021-024 “Construction Management at Risk Services” for C.W. Thomas Park Improvements; and

WHEREAS, after bidding the project, the actual expenditures for the Construction Management at Risks Services expenditures for the C.W. Thomas Park Improvements will exceed the projected and authorized cost estimate approved by Ordinance 2022-010; and

WHEREAS, the City desires to amend Ordinance 2022-010 in order to reflect the project costs exceeding \$18,100,000.00 due to the increased costs of supplies, equipment and services since the original projected project costs when the master plan was approved in 2019 and authorize the City to expend any additional amounts necessary to complete the project which may exceed the bid award amount.

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 than One Million Dollars (\$1,000,000.00) per project in connection with the Construction Management at

Risk Services for C.W. Thomas Park Improvements to exceed the amount of \$18,100,000.00 plus additional unforeseen costs necessary to complete the project.

Section 3. That all Ordinances or parts of Ordinances in conflict with the provisions of the Ordinance are repealed.

Section 4. That this Ordinance shall be effective 10 days after passage on second reading.

PASSED on first reading on _____, 2024.

PASSED AND ADOPTED on second reading on _____ 2024.

First Reading:

Motion by: _____

Second by: _____

Second Reading:

Motion by: _____

Second by: _____

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Joyce L. Davis _____

Commissioner Tamara James _____

Commissioner Marco Salvino _____

Vice Mayor Lori Lewellen _____

Mayor Archibald J. Ryan IV _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY