



AGENDA
DANIA BEACH CITY COMMISSION
REGULAR MEETING
TUESDAY, MAY 14, 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. Earth Day Art Contest Winners - *Sponsored by Commissioner Davis*
2. Teacher Appreciation - *Parks and Recreation*
3. Lead with Love Mural Project - *Sponsored by Commissioner Davis*
4. Presentation on the Avery Apartments by Bob Shapiro - *Sponsored by Commissioner Salvino*
5. Presentation of the Annual Comprehensive Financial Report (ACFR) for Fiscal Year 2022-23 - *Finance*
6. Request for Proclamation Approvals:
 - National Maritime Month - May 22, 2024 - *Sponsored by Mayor Ryan*
 - Retroactive Proclamation - Anthony L. Moultry, Sr. - *Sponsored by Commissioner James*
 - National Safe Boating Week - May 18-24, 2024 - *Sponsored by Mayor Ryan*
 - Jewish American Heritage Month - *Sponsored by Vice Mayor Lewellen*

4. PROCLAMATIONS

1. National Safe Boating Week - May 18-24, 2024 - *Sponsored by Mayor Ryan*
2. Jewish American Heritage Month - May 2024 - *Sponsored by Vice Mayor Lewellen*

5. ADMINISTRATIVE REPORTS

1. City Manager
2. City Attorney
3. City Clerk - Reminders

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: April 9, 2024 Regular City Commission Meeting
2. Travel Requests: None.
3. RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, CALLING FOR THE GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 5, 2024, FOR THE PURPOSE OF ELECTING THREE CITY COMMISSIONERS TO SERVE FOUR YEAR TERMS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(City Clerk)*

4. RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, ADOPTING THE STORMWATER REVENUE SUFFICIENCY REPORT PREPARED IN CONJUNCTION WITH RAFTELIS FINANCIAL CONSULTANTS, INC. AND AUTHORIZING THE FINANCE DEPARTMENT TO PROCEED WITH A STORMWATER INFRASTRUCTURE CAPITAL FINANCING PLAN; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Finance)*

5. RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE FIRST AMENDED RECREATION LEASE AGREEMENT WITH THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, (SBBC) FOR THE PURPOSE OF ALLOWING THE CITY TO MAKE RECREATIONAL AND RELATED IMPROVEMENTS ON PORTIONS OF SBBC OWNED LAND KNOWN AS PATRICK J MELI PARK; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Parks and Recreation)*

6. RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT WITH 801 EAST DANIA BEACH BLVD LLC, A FLORIDA LIMITED LIABILITY COMPANY (“DEVELOPER”), TO COMPLETE THE DESIGN FOR STORMWATER DRAINAGE IMPROVEMENTS FOR THE ENTIRE LENGTH OF GULF STREAM ROAD AND TO MAKE CERTAIN DRAINAGE IMPROVEMENTS, PARTICULARLY THE RECONSTRUCTION OF A PORTION OF GULFSTREAM ROAD (NORTHEAST 7TH AVENUE), THE COST OF WHICH SHALL BE BORNE SOLELY BY DEVELOPER; PROVIDING FOR CONFLICTS;

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

7. RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, DECLARING CERTAIN EQUIPMENT TO BE OBSOLETE, SURPLUS AND OF NO FURTHER USE TO THE CITY OF DANIA BEACH AND DECLARING THE INTENT OF THE CITY TO DISPOSE OF THE SAME AT THE DIRECTION OF THE CITY MANAGER; PROVIDING FOR CONFLICTS; FURTHER, 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 PURCHASE OF HARDWARE, SOFTWARE AND PROFESSIONAL SERVICES FROM DELL TECHNOLOGIES THAT EXCEED THE ANNUAL VENDOR THRESHOLD TOTAL AMOUNT OF FIFTY THOUSAND DOLLARS (\$50,000.00); AUTHORIZING SUCH PURCHASES WITHIN THE INFORMATION TECHNOLOGY FUND APPROVED ANNUAL BUDGET APPROPRIATIONS; 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, AUTHORIZING THE EXPENDITURE OF FUNDS FOR HARDWARE, SOFTWARE, PROFESSIONAL SERVICES FROM NH&A, LLC, FOR FISCAL YEAR 2023-24, THAT EXCEED AN ANNUAL VENDOR TOTAL AMOUNT OF FIFTY THOUSAND DOLLARS (\$50,000.00); PROCEEDING WITHOUT COMPETITIVE BIDDING AND AUTHORIZING PURCHASES FROM THE INFORMATION TECHNOLOGY FUND APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Finance)*

10. RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PURCHASE OF VOIP COMMUNICATION SERVICES FROM RINGCENTRAL, INC. WITHOUT COMPETITIVE BIDDING AND WITHOUT ADVERTISEMENT FOR BIDS, UTILIZING TIPS CONTRACT NO. 210303; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Finance)*

11. RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE SALE OF A CRA-OWNED PROPERTY LOCATED AT 608 WEST DANIA BEACH BOULEVARD, DANIA BEACH, FLORIDA (“PROPERTY”) TO HABITAT FOR HUMANITY OF BROWARD FOR THE PURPOSE OF DEVELOPING THE PROPERTY FOR USE AS FOR-SALE, LOW-INCOME AFFORDABLE HOUSING (80% AMI) AND/OR WORKFORCE AFFORDABLE HOUSING (120% AMI); AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE THE DEED, WITH RESTRICTIVE COVENANT REQUIRING 30 YEARS OF AFFORDABLE HOUSING (80% AMI) AND/OR WORKFORCE AFFORDABLE HOUSING (120% AMI) AND RELATED DOCUMENTS FOR THE PARCEL FOR THIS PURPOSE; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(CRA)*

12. RESOLUTION NO. 2024-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING ADDITIONAL FUNDING FOR THE PURCHASE OF A PREVIOUSLY APPROVED IRRIGATION TRUCK IN THE AMOUNT OF TWENTY ONE THOUSAND SEVEN HUNDRED NINETY TWO DOLLARS (\$21,792.00) FROM PALMETTO FORD OF MIAMI, WITHOUT COMPETITIVE BIDDING AND WITHOUT ADVERTISEMENT FOR BIDS, BY UTILIZING THE PRICING UNDER THE FLORIDA SHERIFFS ASSOCIATION (“FSA”) CONTRACT FSA23-VEH21.0; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

13. RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO ENTER INTO A MEMORANDUM OF AGREEMENT (MOA) WITH THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT (FDEM), FOR ALERT AND MASS NOTIFICATION SERVICES FROM EVERBRIDGE, INC.; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Marketing and Communications)*

9. BIDS AND REQUESTS FOR PROPOSALS

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 MADE BY COMMISSIONER MARCO SALVINO TO NAME THE NEW GYMNASIUM LOCATED AT C.W. THOMAS PARK, 100 NW 8TH AVE., DANIA BEACH, FLORIDA, AS LEGALLY

DESCRIBED IN EXHIBIT “A”, “THE TAMARA JAMES GYMNASIUM”; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Parks & Recreation)*

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 REGULATIONS”, ARTICLE 275, “LANDSCAPING REQUIREMENT; AT SECTION 275-195, ENTITLED “ARTIFICIAL TURF INSTALLATION”, OF THE CITY’S LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

12. SECOND READING ORDINANCES

1. 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)*

2. 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)*

3. 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)*

4. 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. *(Community Development)*

13. DISCUSSION AND POSSIBLE ACTION

1. Letter Of Support For U.S. Environmental Protection Agency (EPA) 2024 Clean Ports Program: Zero-Emission Technology Deployment Competition - *Sponsored by Mayor Ryan*

14. APPOINTMENTS

1. Police and Fire Pension Board - *1 vacancy - Commission Appointment*

15. COMMISSION COMMENTS

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

16. ADJOURNMENT



Proclamation

OFFICE OF THE MAYOR · CITY OF DANIA BEACH, FLORIDA

WHEREAS, on average, 650 people die each year in boating-related accidents in the United States, with most of these incidents caused by human error and poor judgment and not by the boat, equipment, or environmental factors; and

WHEREAS, on June 23, 2024, the United States Coast Guard Auxiliary will celebrate its 85th year of volunteer service to Dania Beach and to the boaters of America; and

WHEREAS, Coast Guard Auxiliary Flotilla 39 proudly serves the U.S. Coast Guard Station Fort Lauderdale and the city of Dania Beach residents by teaching boating safety classes, conducting vessel safety checks, and provides for harbor safety patrols assisting the U.S. Coast Guard and local law enforcement agencies by patrolling the local waterways; and

WHEREAS, each day, more than 24,000 Coast Guard Auxiliary volunteers continue to provide support to Coast Guard units across the U.S. by saving lives and property, assisting recreational boaters, conducting safety patrols, performing vessel safety checks, teaching boating safety courses to educate recreational boaters, and participating with the U.S. Coast Guard in training and support missions; and

WHEREAS, Flotilla 39 Dania Beach, supports boating safety by providing Operation Clear Channel support providing safe transit for cruise ships, tankers, freighters, and other commercial vessel traffic through Port Everglades; and

WHEREAS, this year, May 18-24, 2024, is National Safe Boating Week in the United States, and the U.S. Coast Guard Station Fort Lauderdale and Coast Guard Auxiliary Flotilla 39 Dania Beach encourages all boaters to help raise awareness about boating responsibly and to take appropriate precautions before leaving the dock this season; and

WHEREAS, boating is an important part of our national and local heritage; let us respect Safe Boating Week and carry that tradition forward by following common sense safety procedures and keeping our lakes, ICW and the Atlantic Ocean safe and clean for all to enjoy.

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 May 18-24, 2024 as:

NATIONAL SAFE BOATING WEEK

in the City of Dania Beach, Florida and urge all citizens to support the dedication and efforts of the U.S. Coast Guard and the Coast Guard Auxiliary by promoting year-round safe boating practices.

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN, IV
MAYOR



Proclamation

OFFICE OF THE MAYOR · CITY OF DANIA BEACH, FLORIDA

Requested by Vice Mayor Lewellen

WHEREAS, the city of Dania Beach is proud of its rich history and cultural diversity which can be attributed to the pioneers and immigrants who contributed to our city's successful development, growth, prosperity, and strength; and

WHEREAS, the month of May is recognized as Jewish American Heritage Month and is a celebration of Jewish Americans who have helped weave the fabric of American history, culture, and society; and

WHEREAS, Jewish American Heritage Month acknowledges the history of Jewish American contributions from sports, arts, music, and entertainment, to medicine, business, science, government, and military service. Across these fields, many Jewish Americans have contributed significantly to this Nation's struggle for freedom, justice, and liberty, having helped bring about progress in all aspects of this Nation's values and character; and

WHEREAS, many Jewish people who reached America did so after fleeing oppression, in some cases amid the most grim and gruesome of human experiences during the Holocaust, and did so with a hope of realizing the true promise of building a freer and more just America; and

WHEREAS, many Jewish women and men made life-long commitments to confront the enemy of America's noblest goals: racism and oppression. They found solidarity in the Civil Rights Movement, in the fight for women's rights and LGBTQ rights, and in struggles which often mirrored the story of Exodus and the Jewish people's journey through the ages; and

WHEREAS, the rise in anti-Semitism demands that all Americans know the lessons of the Holocaust. We must recognize that there is an urgent imperative to continually combat prejudice before it firmly takes root. This recent re-emergence of violent anti-Semitism requires that we recommit, through action and solidarity, that an attack on the faith of one is an attack on the faith of all; and

WHEREAS, this Jewish American Heritage Month, let us join hands across faiths, races, and backgrounds to make clear that evil, hate, and antisemitism will not prevail. Let us honor the timeless values, contributions, and culture of Jewish Americans, who carry our Nation forward every day. And let us rededicate ourselves to the sacred work of creating a more inclusive tomorrow, protecting the diversity that defines who we are as a Nation, and preserving the dignity of every human being.

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 May 2024 as:

Jewish American Heritage Month

in the city of Dania Beach, Florida, and urge all citizens to join us in thanking the Jewish American community for the many contributions they have made and continue to make to our city, state, and nation.

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: May 14, 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

Your unanimous support for our budget allows us to invest in necessary equipment, fleet upgrades and supplies so that we can continue our proactive efforts to mitigate flooding and to clean catch basins/drains. The attached photo depicts members of our public services team using our new vacuum truck in an area of concern on Dania Beach Blvd., adjacent to fire station #1. These proactive efforts are occurring Citywide as we prepare for the commencement of hurricane season.

The beautification of our City is a top priority as evidenced by the transformation of Griffin Road and other Citywide projects and programs such as the Arbor Day tree giveaway. We gave away and distributed 300 trees to our residents. The oaks and crepe myrtle trees will add to the beauty of our growing canopy. Attached, you can see photos from another landscaping project completed in April on the SW 3rd swale by our fire station.

Transparency and communication is a big part of the "Culture" of my Administration. We are always looking to do more for our community and to provide key and significant information, particularly regarding our finances. Attached as part of my report you will find our first ever copy of the "Ledger", our popular annual financial report for fiscal year ending September of 2023. It's our financial report in its simplest form for all non-finance folks to read and understand.

As mentioned above, communication is a top priority and as we align our words with action and deeds, we present to you our new "CORE" (Community Outreach and Resident Engagement) program. The program commences next month in June and runs until October. On the 3rd Tuesday of the month, a team representing the City Manager's office, BSO, Public Services, Parks and Community Development will be present from 6:00 p.m. – 7:00 p.m., in various areas of the City to chat with residents, listen to their concerns, answer questions, and provide them with information and updates. We are currently working with our marketing team on a flyer to commence the promotion of this new program.

The summer edition of the "Pioneer" will be out to our community by the 2nd week of June.

Our adopted resolution from our Special Meeting on May 7th, regarding our unanimous support of keeping all our public schools open was sent to Superintendent Hepburn, all members of the Broward County School Board, and the Sun Sentinel. We will ensure the resolution and all relevant documents are available and ready to be sent to any and all necessary parties to support this most worthy endeavor.

Total residential unit update. Recently approved 10,436. Built and C/O 2,487. Under Construction 949. Under design/ approval process 3,000. Newly approved units 4,000 in 2024.

Much of our communication with local developers leads to benefits for our City. The new REACH program at Olsen Middle School commenced with a meeting we had with Kelly Sharaby as she wanted to make a difference in our community. A meeting in early 2023 with the CEO of Atlantica regarding our desire for more ownership opportunities for our residents has resulted in this project going from rentals to 124 units that will soon be available for purchase. The Certificate of Occupancy for Atlantica is expected to be granted the week of May 13th. Additionally, a recent meeting with Joe Milton and Associates resulted in our ask of their sponsorship for the complete drainage project design of Gulfstream Road. They agreed and this has resulted in a savings of more than \$200k for our City! Phase 1 of our future Veterans Park was sponsored by a \$150k donation by Fransisco Rojo of the Landmark Companies.

On April 15th, we held a historic document signing of the Truist Bank \$6 million dollar investment agreement for Phase 1 of the SE Drainage project that will break ground this summer. FEMA is the latest agency to sign off on the project and we are currently waiting on the Florida Department of Emergency Management to approve the project. Post this approval, we will have an item ready for Commission approval to award the construction project contract.

IT Parker construction project is moving swiftly and on schedule for an October ribbon cutting event.

Update to the CW Thomas construction project: Burkhardt Construction had a team meeting with Wildcat on May 8th to discuss mobilization to begin surface level demolition such as fences, scoreboards, lighting, playgrounds, etc. Wildcat will be mobilizing through the remainder of the week with the hopes to begin the demolition on Monday, May 13th. An asphalt sealer was placed over a portion of the basketball courts the week of May 6th, in the southwest corner of the site to prepare the area as the staging/parking area for the project. Permits are continuing to move through the process. We are awaiting approval of the Broward County Stormwater Permit which is on the supervisor's desk for approval. Bermello Ajamil is responding to comments on the site permit. The demo permit for the demolition of the pool, restrooms and concession stand is awaiting approval of the submitted asbestos reports by Environmental Protection Department for final approval.







LEDGER

THE LEDGER

LEDGER

 **DANIA BEACH**

POPULAR ANNUAL FINANCIAL REPORT FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

TABLE OF CONTENTS

About <i>The Ledger</i>	3
Message from the City Manager	4
Elected Officials and Staff	5
Strategic Location	6
Organizational Chart	7
Property Tax Information	8
Budget Process	10
Governmental Funds	12
General Fund	14
Financial Position	16-21
Awards	22
Other Information	23

WHO WE ARE

MISSION

We provide excellent municipal services in a financially sound and environmentally sound manner. We provide outstanding customer service, and work in partnership with our community.

VISION

Dania Beach is a special place in South Florida: Our hometown feeling, world-class beach, unique beauty, sense of personal safety, vibrant activity centers - sense of place, great neighborhoods, thriving business community and strong local economy, and parks and leisure opportunities for all.

VALUES

Respect, Integrity and Standard of Excellence (R.I.S.E.)



A vertical blue-tinted image on the left side of the page shows palm trees in the foreground and a long pier extending into the ocean in the background.

ABOUT THE LEDGER

The Ledger serves as the City's Popular Annual Financial Report (PAFR) and is an easy-to-understand explanation of how the City collects and spends tax dollars and other revenues. Much of the information contained in this report can be found in the Annual Comprehensive Financial Report (ACFR) for the fiscal year that ended on September 30, 2023, audited by Keefe McCullough. The ACFR provides extensive technical details about the City's finances and can be found online at daniabeachfl.gov/2492/Budget-Financial-Reports along with the City's adopted annual budget.

The Ledger is a recommended best practice of the Government Finance Officers Association (GFOA), an organization of more than 20,000 members whose mission is to advance excellence in public finance.

Unlike the ACFR, which encompasses the entire City as a financial reporting entity, the Ledger includes only selected financial data. The financial data presented in The Ledger refers mainly to the City's Governmental Funds; however, certain details regarding Enterprise and Proprietary Funds (Business-Type Activities) are presented, including long-term financial considerations such as net position, capital assets, and debt.

Because this report is a summary, it does not conform to generally accepted accounting principles (GAAP) and other reporting requirements for government entities. The City already receives the GFOA Excellence in Financial Reporting and Budget Awards and will be applying for the PAFR award, which would complete the GFOA "triple crown."

MESSAGE FROM THE CITY MANAGER

The City of Dania Beach has a rich history and bright future. Incorporated in 1904, it is Broward County's first city. Located in the epicenter of South Florida, Dania Beach is full of world-class amenities including the beach, marina, pier, a complete parks system, an award-winning public art program, great shopping and dining, and diverse neighborhoods to live, work, and play.

Our community is at the heart of everything we do. With the support of our residents and businesses, we continue to move in a direction focused on building a safer, more beautiful city, delivering excellence in all areas of municipal services through smart assessment, planning, budgeting accordingly, and delivering results! Our municipal government will continue to take a leadership role in South Florida through our proactive and innovative endeavors.

The City's Strategic Plan, unanimously adopted in 2021, continues to drive all the investments you see throughout the community. We take pride in the way we manage our resources, which are primarily taxes and fees collected from property owners, residents, and businesses. We have strong financial policies that provide a governance structure that ensures financial sustainability.

We have a dedicated team of professional public servants who embody our R.I.S.E. culture of Respect, Integrity, and a Standard of Excellence. We work hard to provide a full range of municipal services. Our partnership with Broward Sheriff's Office for police and fire rescue services provide first-class services and response times, ensuring the security and safety of those in our community every day. We continue to augment the services provided by all departments, which is a testament to our effective management of public funds.

Additionally, we have a united group of elected officials that have aligned words with action by continuing to support unprecedented investments citywide in all areas of municipal services! Our City Commission is the driving force that allows me to retain, recruit and promote the very best and as the Chief Executive Officer for this City I am extremely grateful for their unyielding support!

Lastly, this guide provides readers with invaluable information and transparency about our finances, from property taxes to operating costs and capital investments. In addition to our award-winning Annual Comprehensive Financial Report and Adopted Budget, we hope to receive the "PAFR" award for The Ledger!

Thank you for taking the time to read The Ledger and learn more about your City's financial health.

Sincerely,
Ana M. Garcia, ICMA-CM
City Manager

DANIA BEACH ELECTED OFFICIALS



Mayor
A. J. RYAN IV



Vice Mayor
LORI LEWELLEN



Commissioner
JOYCE L. DAVIS



Commissioner
TAMARA JAMES



Commissioner
MARCO SALVINO, SR.

ADMINISTRATION



City Manager
ANA M. GARCIA, ICMA-CM



Deputy City Manager
CANDIDO SOSA-CRUZ, ICMA-CM

FINANCE STAFF

Chief Financial Officer
FRANK L. DIPAOLO, CPA

Deputy Finance Director
YEIMY GUZMAN, CPA

Deputy Finance Director
ADAM SEGAL, CPA

STRATEGIC LOCATION OF THE CITY

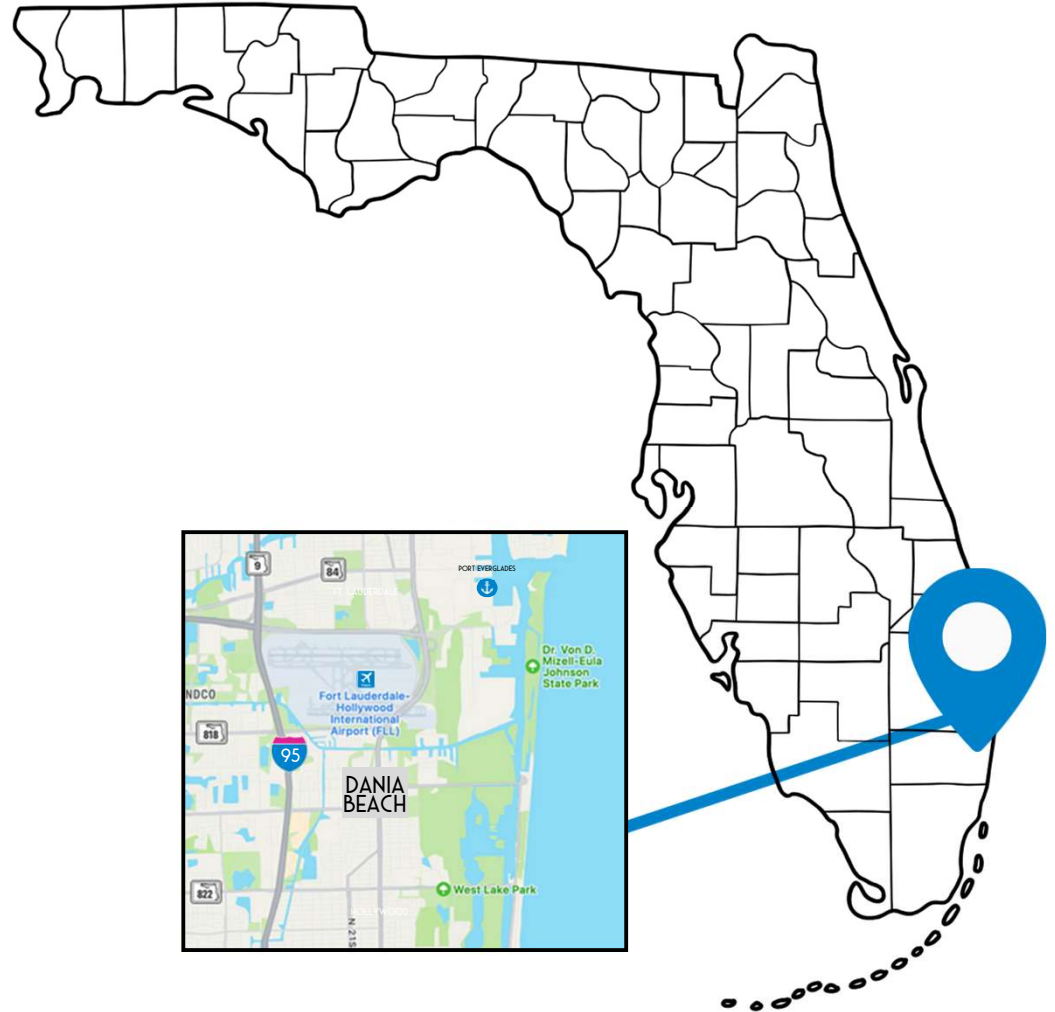
The City encompasses approximately 8.2 square miles and spans from the beach on the east, to US 441 to the west.

Dania Beach borders Fort Lauderdale / Hollywood International Airport on its north side. The Dania Cutoff Canal runs directly through the City, creating a nexus with Port Everglades. As a result, the City has a significant maritime industry, including major marine-related businesses involved with overseas freight, importing/exporting, and ship maintenance / reconstruction services.

The City has a vibrant Ocean Park, comprised of the beach, fishing pier, and marina. These amenities are a significant economic engine, drawing thousands of patrons each month. The Dania Pointe mixed-use development has become a “city within the City,” with multiple entertainment venues, shops and restaurants, two hotels, hundreds of rental housing units, and is the new headquarters for Spirit Airlines. The is home to Harbour Towne Marina, east of Federal Highway along the Dania Cutoff Canal, which provides slips for vessels up to and including yachts, as well as boat and yacht sales, repair, and dry storage services.

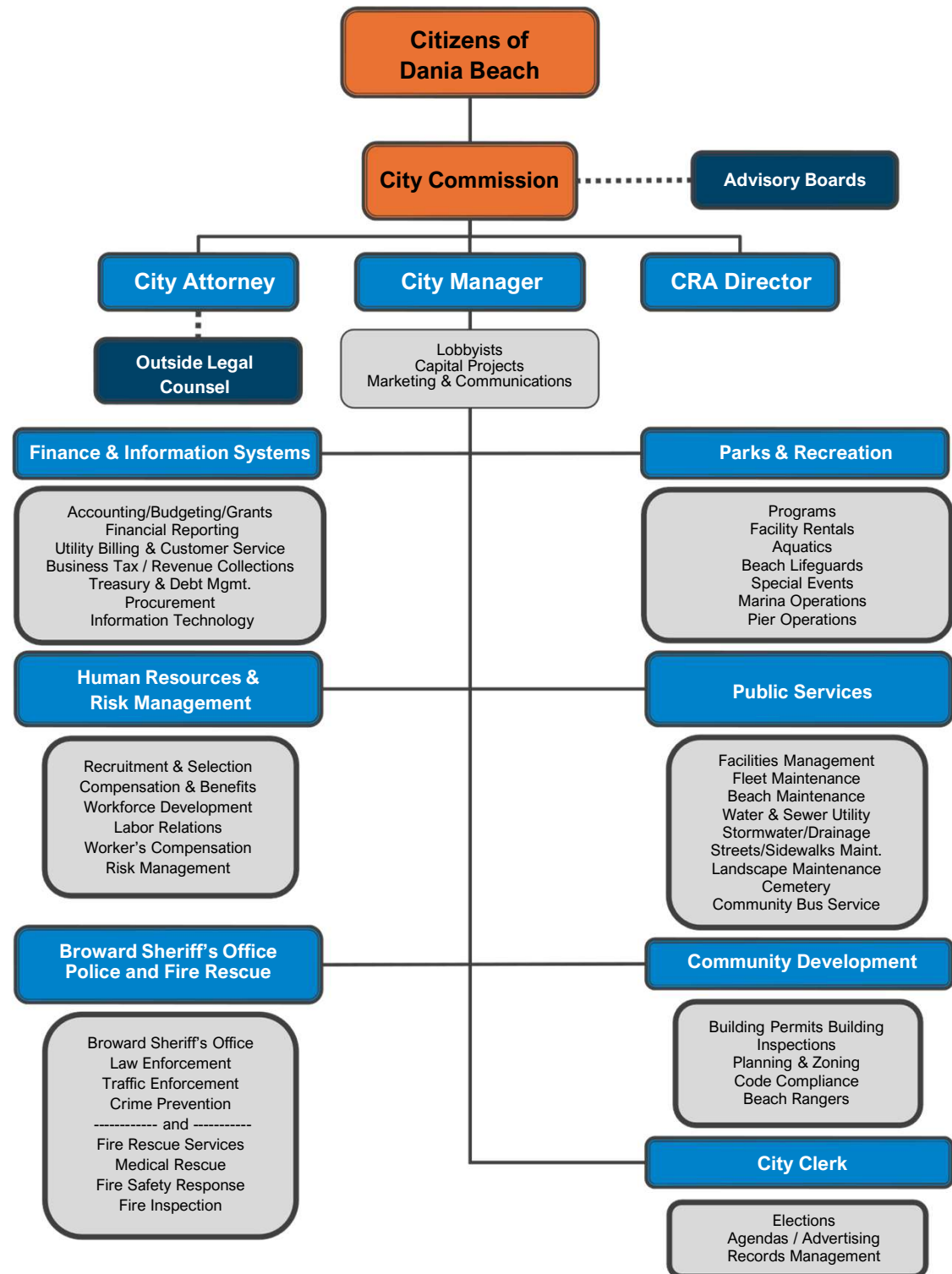
Dania Beach’s focus on the cultural arts has contributed to its reputation as a destination. Dania Beach’s public art program has continued to flourish since its inception five years ago.

The implementation of a public art program provides opportunities to engage and gather communities and brings a vibrancy to both public and private developments. It is a powerful tool and partner for artistic self-expression, community dialogue and celebration of place. Local and international artists have used paint, steel, bronze and other materials to create unique pieces in the city.



ORGANIZATIONAL CHART

Dania Beach operates under a Commission-City Manager form of government and provides services to an estimated 32,000 residents. Five City Commission Members are elected at large on a non-partisan basis for four-year terms. The candidate with the highest number of votes will serve as the Mayor. The City Commission appoints the City Manager, who is the Chief Administrative Officer of the City and is responsible for implementing policies adopted by the City Commission. The City Commission determines policy, adopts legislation, approves the City's budget, levies taxes, and sets fees.



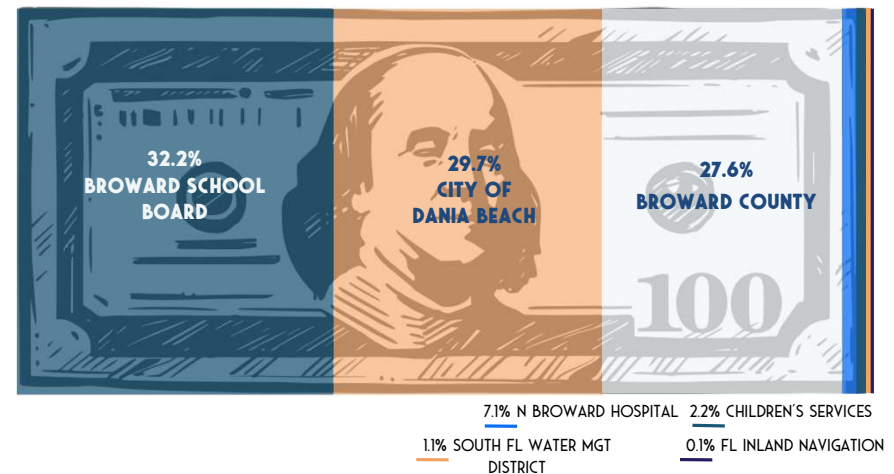
PROPERTY TAXES

The largest source of revenue in the City's General Fund is Property Tax. The Broward County Property Appraiser sets the value of all parcels as of January 1 each year. The City multiplies the total value by its millage rate to calculate the total budgeted tax revenue. This is referred to as ad valorem ("according to value") taxation. In addition, the City levies three non-ad valorem assessments for Fire Rescue, Stormwater (drainage), and Solid Waste (trash collection). These assessments are charged to property owners each year on their tax bill.

EXAMPLE TAX BILL CALCULATION

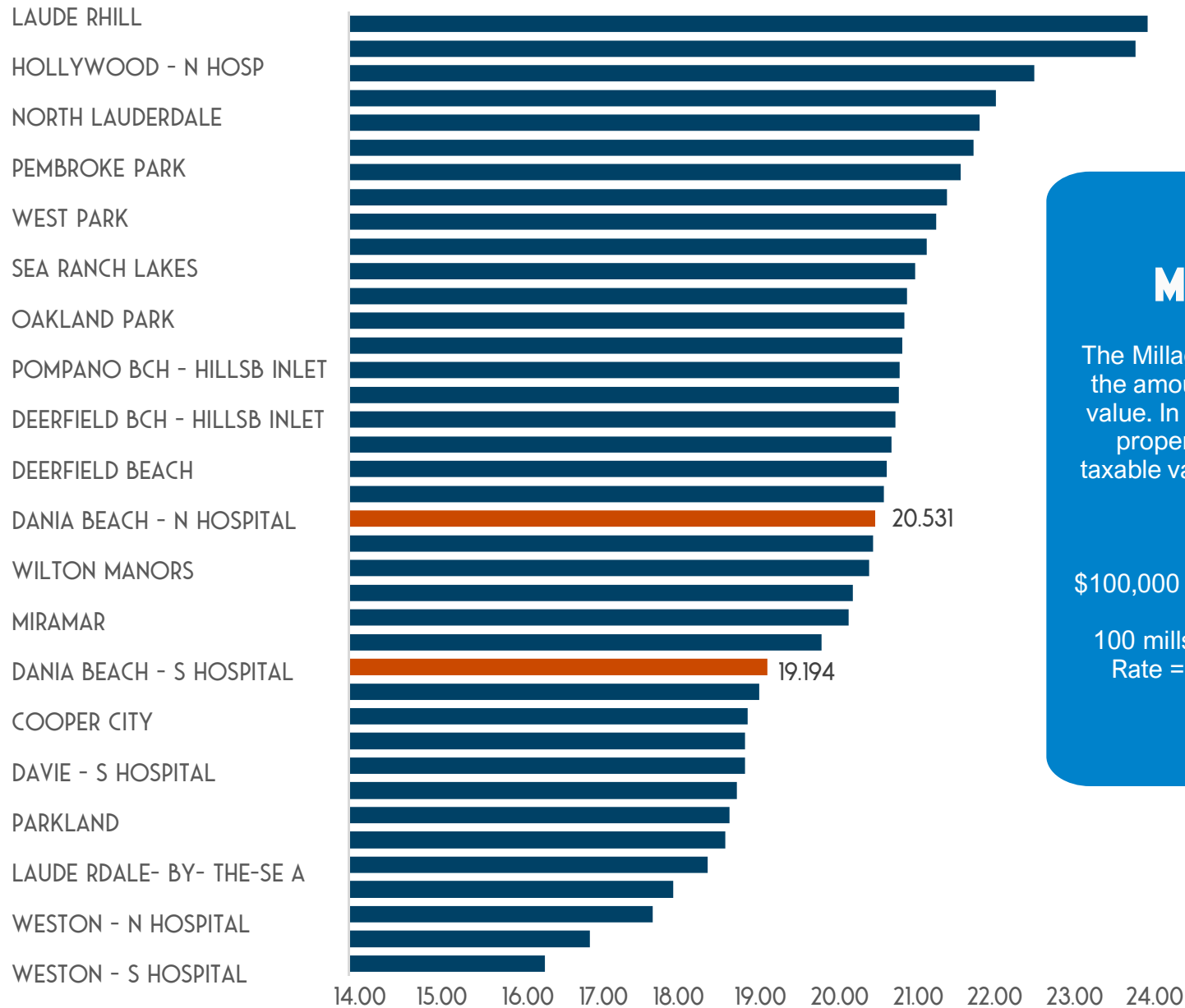
\$350,000 TAXABLE VALUE

AD VALOREM TAX	\$7,185.85
FIRE ASSESSMENT	218.16
STORMWATER ASSESSMENT	60.00
SOLID WASTE ASSESSMENT	408.00
TOTAL TAXES AND ASSESSMENTS	\$7,872.01



There are several taxing authorities within Broward County, including the City, the School Board, and the County itself. Of the total taxes paid, the City receives 29.7%.

County-wide Millage Rate Comparison



WHAT IS A MILLAGE RATE?

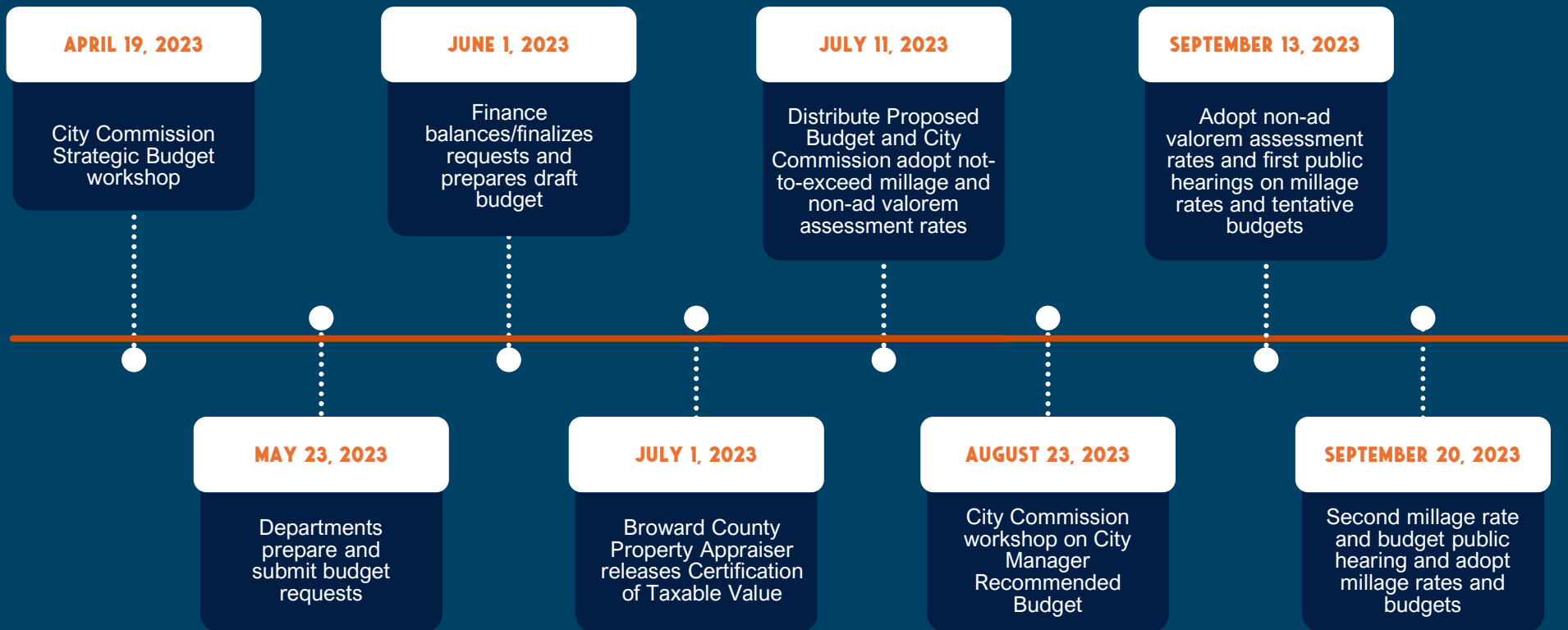
The Millage Rate is the tax rate defined as the amount assessed for each \$1,000 of value. In order to calculate the amount of property taxes owed, you divide the taxable value by 1,000 and multiply by the millage rate.

For example:
 $\$100,000 \text{ taxable value} \div 1,000 = 100 \text{ mills}$

$100 \text{ mills} \times 5.9998 \text{ Dania Beach Millage Rate} = \$599.98 \text{ property taxes owed}$

BUDGET PROCESS

Beginning each Spring, the City undertakes an extensive budgeting process in coordination with the City Commission, City Manager, and all Departments. Below is the actual calendar to adopt the FY2024 budget:



Truth in Millage (TRIM) Notice

The TRIM Notice is mailed to property owners in August by the Broward County Property Appraiser (BCPA) and provides the proposed amount of taxes and non-ad valorem assessments being levied by all taxing authorities, including the City of Dania Beach, Broward County, and Broward County Schools.

The TRIM Notice also provides the date, time, and location of public hearings so that property owners can attend and ask any questions about the proposed taxes and assessments.

PARCEL NUMBER 504236-00-0030



CITY OF DANIA BEACH
100 W DANIA BEACH BLVD
DANIA BEACH, FL 33004-3643

2023 NOTICE OF PROPOSED PROPERTY TAXES AND PROPOSED OR ADOPTED NON-AD VALOREM ASSESSMENTS

Broward County Taxing Authorities
Broward County Governmental Center
115 South Andrews Avenue, Fort Lauderdale, Florida 33301-1899

Page 1

DO NOT PAY
THIS IS NOT A BILL

The taxing authorities which set property taxes against your property will soon hold PUBLIC HEARINGS to adopt budgets and tax rates for the next year.

The purpose of the PUBLIC HEARINGS is to receive opinions from the general public and to answer questions on the proposed tax change and budget PRIOR TO TAKING FINAL ACTION.

Each taxing authority may AMEND OR ALTER its proposals at the hearing.

The taxing authorities listed below set your tax rates. The Broward County Property Appraiser sets your property value and applies exemptions.

If you have questions regarding your value or exemptions, please call the appropriate department listed on the back of this form.

YOUR PROPERTY VALUE LAST YEAR

	COUNTY	SCHOOL BOARD	MUNICIPAL	INDEPENDENT
Market Value	21,819,150	21,819,150	21,819,150	21,819,150
SOH Red./Portability	0	0	0	0
10% Cap Reduction	0	0	0	0
Agricultural Classification	0	0	0	0
Other Reduction	0	0	0	0
Assessed/SOH	21,819,150	21,819,150	21,819,150	21,819,150
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Other Exemption	20,620,500	20,620,500	20,620,500	20,620,500
Taxable	1,198,650	1,198,650	1,198,650	1,198,650

YOUR PROPERTY VALUE THIS YEAR

	COUNTY	SCHOOL BOARD	MUNICIPAL	INDEPENDENT
Market Value	21,819,150	21,819,150	21,819,150	21,819,150
SOH Red./Portability	0	0	0	0
10% Cap Reduction	0	0	0	0
Agricultural Classification	0	0	0	0
Other Reduction	0	0	0	0
Assessed/SOH	21,819,150	21,819,150	21,819,150	21,819,150
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Other Exemption	20,620,500	20,620,500	20,620,500	20,620,500
Taxable	1,198,650	1,198,650	1,198,650	1,198,650

See reverse side for an explanation of above listed values.

Proposed Ad Valorem Taxes							
TAXING AUTHORITY *DEPENDENT TAXING DISTRICT / MSTU	LAST YEAR'S ACTUAL TAX RATE	THIS YEAR'S PROPOSED TAX RATE	YOUR PROPERTY TAXES LAST YEAR	YOUR TAXES THIS YEAR IF PROPOSED BUDGET CHANGE IS MADE	A PUBLIC HEARING ON THE PROPOSED TAXES AND BUDGET WILL BE HELD	YOUR TAX RATE THIS YEAR IF NO BUDGET CHANGE IS MADE	YOUR TAXES THIS YEAR IF NO BUDGET CHANGE IS MADE
- - COUNTY - -							
COUNTY COMMISSION	5.5306	5.5492	6,629.25	6,651.55	PH 954-831-4000; COMMISSION CHAMBERS, 4TH FLOOR 115 S ANDREWS AVE, FT. LAUD., SEPT 7, 5:01 PM	5.0472	6,049.83
VOTER APPROVED DEBT LEVY	0.1384	0.1198	165.89	143.60		0.1198	143.60
- - BROWARD PUBLIC SCHOOLS - -							
BY STATE LAW	3.2030	3.1780	3,819.28	3,809.31	PH 754-321-2225; KATHLEEN C. WRIGHT ADM. BLDG. 600 SE 3 AVE, FT. LAUD., SEPT 12, 5:30 PM	2.8491	3,415.07
BY LOCAL BOARD	2.7480	3.2480	3,293.89	3,893.22		2.4444	2,929.98
VOTER APPROVED DEBT LEVY	0.1873	0.1896	224.51	227.26		0.1896	227.26
- - MUNICIPAL - -							
DANIA BEACH	5.9998	5.9998	7,191.66	7,191.66	PH 954-924-6800 EXT 3620; DANIA BEACH CITY HALL 100 W DANIA BCH BLVD, SEPT 13, 7:00 PM	5.4243	6,501.84
VOTER APPROVED DEBT LEVY	0.1330	0.1070	159.42	128.26		0.1070	128.26
- - INDEPENDENT DISTRICTS - -							
SOUTH FL WATER MANAGEMENT DISTRICT	0.0948	0.0948	113.63	113.63	PH 561-686-8800; 3301 GUN CLUB RD, BLDG B-1 W PALM BEACH, SEPT 14, 5:15 PM	0.0850	101.89
SOUTH FL WATER MGMT D-OKEECHOBEE BASIN	0.1026	0.1026	122.98	122.98		0.0920	110.28
SOUTH FL WATER MGMT D-EVERGLADES CONST	0.0327	0.0327	39.20	39.20		0.0293	35.12
FLORIDA INLAND NAVIGATION DISTRICT	0.0320	0.0288	38.36	34.52	PH 561-627-3386; 1707 NE INDIAN RIVER DR JENSEN BCH, F LANGFORD PAVILION, SEPT 7, 5:05 PM	0.0288	34.52
CHILDREN'S SERVICES COUNCIL	0.4500	0.4500	539.39	539.39	PH 954-377-1000; CSC, 6400 W COMMERCIAL BLVD LAUDERHILL, SEPT 11, 5:01 PM	0.4117	493.48
SOUTH BROWARD HOSPITAL DISTRICT	0.1010	0.0937	121.06	112.31	PH 954-245-5456; PERRY BOARDBROOM, NHS CORPORATE OFFICES, 3111 STIRLING RD, HND, SEPT 13, 5:30 PM	0.0917	109.92
TOTAL AD VALOREM TAXES			22,478.52	23,006.89			
**TOTAL NON-AD VALOREM ASSESSMENTS			2,227.34	1,951.69			20,281.05
TOTAL OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS (SEE REVERSE SIDE FOR DETAILS)			24,705.86	24,958.58			
	**COLUMN 1	**COLUMN 2	**COLUMN 3	**COLUMN 4		**COLUMN 5	**COLUMN 6

*Note: Amounts shown on this form do NOT reflect early payment discounts you may have received or may be eligible to receive. (Discounts are a maximum of 4 percent of the amounts shown on this form.)

• If you feel the market value of your property is inaccurate or does not reflect fair market value, or if you are entitled to an exemption or classification that is not reflected above, contact the Broward County Property Appraiser at: 954-357-6831 OR 954-357-6835, 115 S ANDREWS AVE, RM 111 FT LAUDERDALE

• If the Property Appraiser's office is unable to resolve the matter as to market value, classification or an exemption, you may file a petition for adjustment with the Value Adjustment Board. Petition forms are available from the Broward County Property Appraiser and must be filed on or before — September 18, 2023

• Your final tax bill may contain non-ad valorem assessments which may not be reflected on this notice such as assessments for roads, fire, garbage, lighting, drainage, water, sewer, or other governmental services and facilities which may be levied by your county, city, or any special district and possible or additional ad valorem penalties.

** SEE REVERSE SIDE FOR NON-AD VALOREM ASSESSMENTS AND EXPLANATIONS

GOVERNMENTAL FUND REVENUES

Where the money comes from

Property Taxes: Taxes collected from property owners based upon an assessed valuation, exemptions, and a tax rate that is used to fund governmental services.

Utility Taxes: Taxes on the purchases of various utility services, including electric, telecommunications, water, and gas.

Franchise Fees: Fees charged by the City to companies enabling them to carry out specific commercial activities within City limits, such as electric and refuse.

Licenses & Permits: Fees collected for the issuance of licenses and permits by the City.

Intergovernmental: The combined resources received from State & Local Governments in the form of grants, contributions, state shared revenues, and sales tax.

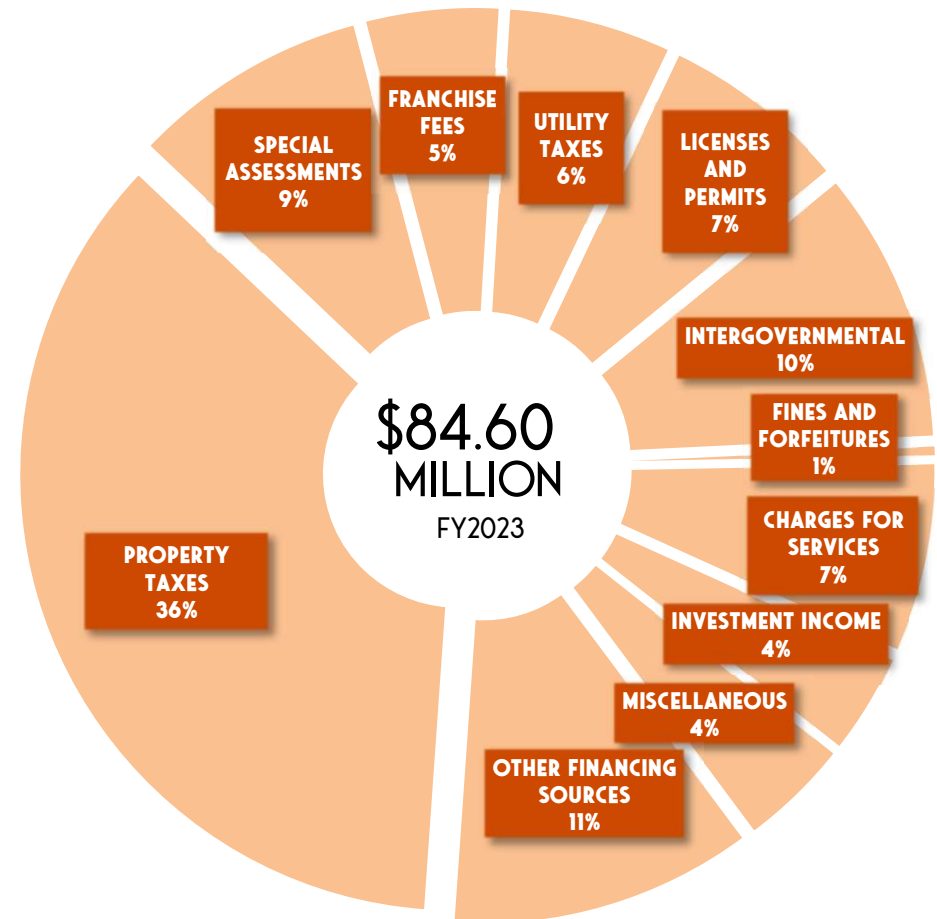
Charges for services: The combined resources of various departments for fees paid by the public, such as recreation programs, public safety charges, and public services charges.

Judgments, Fines and Forfeitures: Revenues derived from fines and penalties imposed for statutory offenses, and violations of lawful administrative rules and regulations.

Investment Income: Income derived from capital gains, dividends, and other activities related to the investment of City funds.

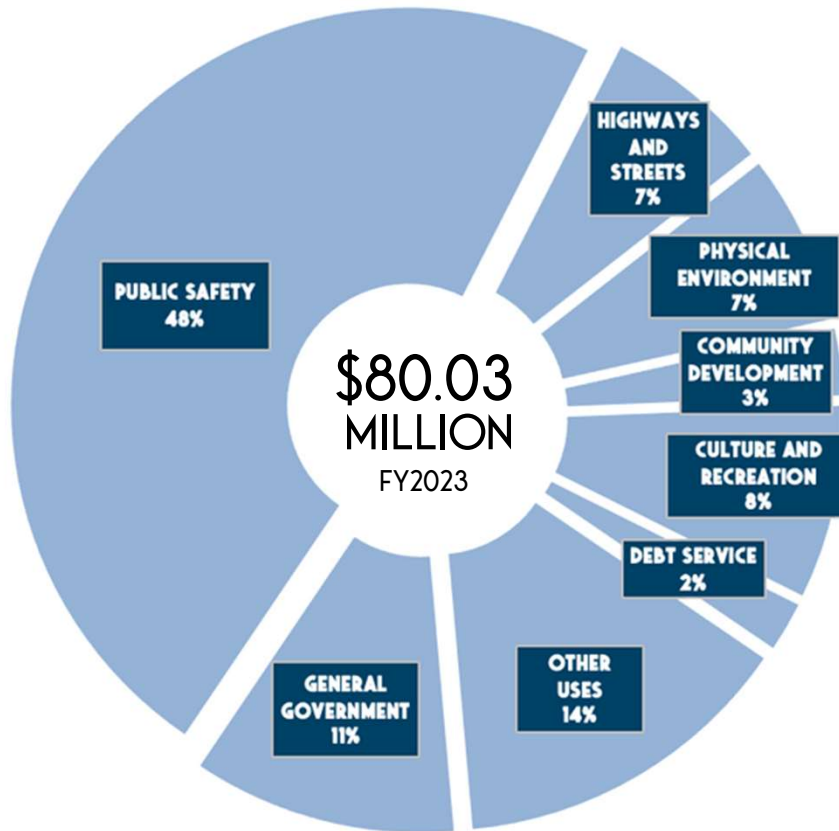
Miscellaneous Revenues: Non-categorized other one-time revenues from sources not classified elsewhere.

Other Financing Sources: Includes transfers from other operating funds and the proceeds of debt issuance.



GOVERNMENTAL FUND EXPENDITURES

Where the money goes



General Government: Expenditures that are incurred for administrative services including the City Commission, City Manager, City Attorney, Finance, Information Technology, Human Resources, City Clerk, Engineering, Risk Management, and Planning.

Public Safety: Expenditures associated with providing public safety services including police, fire, emergency medical services, building inspections, and code compliance.

Physical Environment: Expenditures relating to the management of natural and man-made resources, programs, and services.

Highways and Streets: Expenditures for the maintenance, upkeep, and improvement of City roadways, including sidewalks, lighting, and landscaping.

Community Development: Expenditures related to administration of the City's land development code and the plan review / building permit issuance process.

Culture and Recreation: Expenditures that are incurred to provide services through parks and recreation programs.

Debt Service: Expenditures relating to the payment of principal and interest on borrowed money according to a predetermined payment schedule.

Other Uses: Consists of expenditures related to transfers of resources to other funds.

GENERAL FUND ACTUAL REVENUES

Where the money comes from

REVENUE CATEGORY	2023	2022	CHANGE
PROPERTY TAXES	\$ 30,424,701	\$ 27,419,983	11%
SPECIAL ASSESSMENTS	7,492,561	6,937,076	8%
FRANCHISE FEES	3,977,178	3,478,818	14%
UTILITY TAXES	5,165,296	4,472,143	15%
LICENSES AND PERMITS	1,276,184	2,916,771	-56%
INTERGOVERNMENTAL	7,586,793	17,168,893	-56%
CHARGES FOR SERVICES	3,020,099	2,779,296	9%
FINES AND FORFEITURES	325,058	265,719	22%
INVESTMENT INCOME	2,011,761	120,760	1566%
MISCELLANEOUS	2,156,891	2,277,460	-5%
DEBT PROCEEDS	-	1,345,000	-100%
OTHER FINANCING SOURCES	4,101,782	14,325,263	-71%
TOTALS	\$ 67,538,304	\$ 83,507,182	

\$67.53 MILLION

FY2023

Variances

Property Taxes (+11%): the City's total assessed values increased and keeping the same millage rate resulted in an increase in tax revenue.

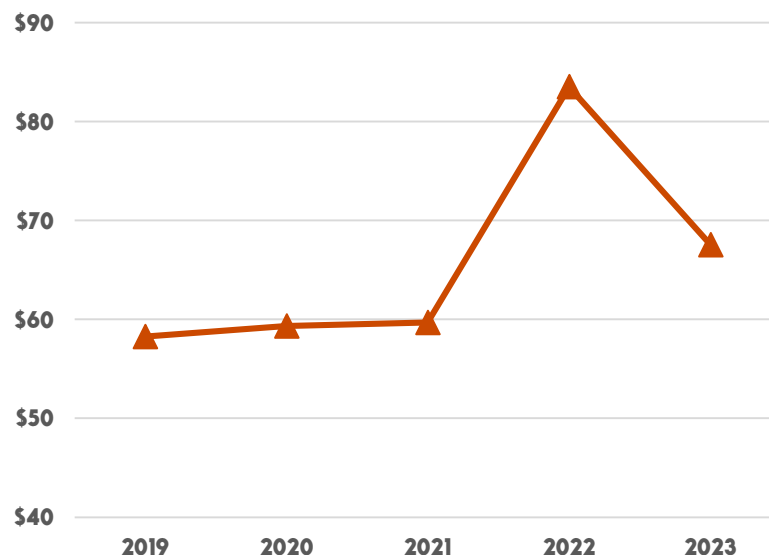
Licenses and Permits (-56%): there was considerably higher collection of impact fees in FY2022

Intergovernmental (-56%): in FY2022 the City recognized the receipt of \$10 million in ARPA funding

Investment Income (+1566%): due to ongoing changes in financial market conditions.

Other Financing (-71%): FY2022 had recognition and transfers of \$10 million ARPA funding.

Five Year Trend in Millions



\$63.74
MILLION
FY2023

Variances

Public Safety (+13%): additional Police Deputies hired through Broward Sheriff's Office.

Physical Environment (+35%): increased investments in maintenance and capital expenditures.

Community Development (+18%): increased investments in plan review and permits, as well as a new software platform.

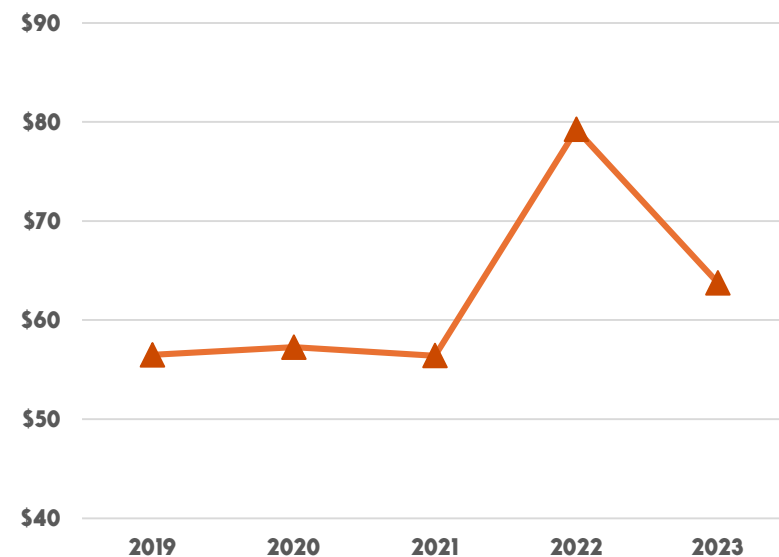
Culture and Recreation (+17%): increased number of staff and expanded community programs.

Transfers Out (-70%): FY2022 had recognition and transfers of \$10 million ARPA funding.

GENERAL FUND ACTUAL EXPENDITURES

Where the money goes

EXPENDITURE CATEGORY	2023	2022	CHANGE
GENERAL GOVERNMENT	\$ 8,319,812	\$ 7,876,515	6%
PUBLIC SAFETY	34,894,385	30,882,505	13%
HIGHWAYS AND STREETS	2,966,675	2,961,279	0%
PHYSICAL ENVIRONMENT	2,719,310	2,015,743	35%
COMMUNITY DEVELOPMENT	668,104	567,034	18%
CULTURE AND RECREATION	4,757,390	4,072,312	17%
TRANSFERS OUT	9,412,645	30,869,077	-70%
TOTALS	\$ 63,740,344	\$ 79,246,487	



Five Year Trend in Millions

FINANCIAL POSITION

Financial position, or Net Position, is a way to measure the City's ability to meet all obligations, both short and long term. This measurement requires the valuation and reporting of all assets and liabilities, including the following:

Current and Other Assets: Assets that one can reasonably expect to convert to cash, sell or consume within one year.

Capital Assets: Long term investments in land, buildings, equipment, improvements, infrastructure, and construction in progress.

Long Term Liabilities: Represents debt obligations of the City not payable within the next twelve months. It includes revenue notes payable, net pension liability, compensated absences, lease liability, and other post-employment benefits.

Other Liabilities: Primarily debts that can be paid off in one year or less, which includes accounts payable, accrued payroll, accrued interest payable, and the current portion of revenue notes payable, net pension liability, and compensated absences.

Deferred Inflows and Outflows of Resources: Represents acquisition (inflows) and consumption (outflows) that are applicable to future reporting periods.
Net Position: Reflects the City's net worth.



COMPARATIVE STATEMENT OF NET POSITION

The Comparative Statement of Net Position is a summary of the fiscal year 2023 Statement of Net Position with comparative information for fiscal year 2022. The schedule presents net position, defined as the difference between the City's assets and deferred outflows and liabilities and deferred inflows, as a way to measure the City's overall financial health.

	GOVERNMENTAL ACTIVITIES		BUSINESS-TYPE ACTIVITIES		TOTAL	
	2023	2022	2023	2022	2023	2022
CURRENT AND OTHER ASSETS	110,156,932	113,736,684	50,634,991	43,666,057	160,791,923	157,402,741
CAPITAL ASSETS	<u>45,367,024</u>	<u>40,991,004</u>	<u>38,329,973</u>	<u>36,008,512</u>	<u>83,696,997</u>	<u>76,999,513</u>
TOTAL ASSETS	<u>155,523,956</u>	<u>154,727,688</u>	<u>88,964,964</u>	<u>79,674,569</u>	<u>244,488,920</u>	<u>234,402,254</u>
TOTAL DEFERRED OUTFLOWS OF RESOURCES	<u>22,997,111</u>	<u>6,383,389</u>	<u>4,019,157</u>	<u>1,677,345</u>	<u>27,016,268</u>	<u>8,060,734</u>
CURRENT LIABILITIES	11,012,873	10,021,962	2,438,745	2,220,380	13,451,618	12,242,342
LONG-TERM LIABILITIES:						
DUE IN LESS THAN ONE YEAR	1,776,398	1,306,358	1,214,093	1,177,761	2,990,491	2,484,119
DUE IN MORE THAN ONE YEAR	<u>56,292,818</u>	<u>37,268,992</u>	<u>12,354,530</u>	<u>11,430,167</u>	<u>68,647,348</u>	<u>48,699,159</u>
TOTAL LIABILITIES	<u>69,082,089</u>	<u>48,597,312</u>	<u>16,007,368</u>	<u>14,828,308</u>	<u>85,089,457</u>	<u>63,425,620</u>
TOTAL DEFERRED INFLOWS OF RESOURCES	<u>15,234,873</u>	<u>19,545,052</u>	<u>5,761,283</u>	<u>6,908,420</u>	<u>20,996,156</u>	<u>26,453,472</u>
NET POSITION:						
NET INVESTMENT IN CAPITAL ASSETS	39,262,068	34,124,312	30,260,064	26,846,684	69,522,132	60,970,996
RESTRICTED	14,955,517	13,630,990	4,437,528	3,330,626	19,393,045	16,961,616
UNRESTRICTED	39,986,520	45,213,408	36,517,878	29,437,876	76,504,398	74,651,284
TOTAL NET POSITION	94,204,105	92,968,710	71,215,470	59,615,186	165,419,575	152,583,896

Investment Portfolio

The City's cash and investment practices and policies are based upon state law and the City's investment policy.

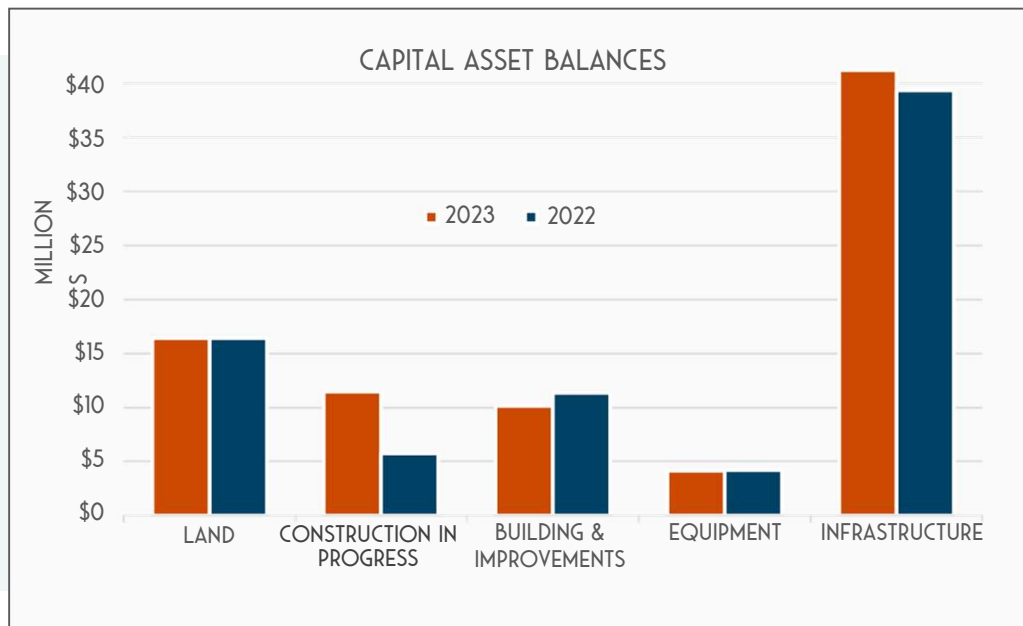
The primary goals of these practices and policies are to:

- Ensure the preservation of principal.
- Maintain liquidity to meet expected operating expenses.
- Achieve a reasonable rate of return while minimizing the potential for capital losses arising from market fluctuations

INVESTMENT TYPE	AMORTIZED COST	INVESTMENT MATURITIES (YEARS)		
		LESS THAN 1	1 - 5	
U.S. GOVERNMENT SECURITIES	\$ 53,273,181	\$ -	\$ 53,273,181	
CORPORATE BONDS	6,928,635	-	6,928,635	
MUNICIPAL OBLIGATIONS	398,689	-	398,689	
FLORIDA PRIME	23,714,385	23,714,385	-	
FLCLASS	53,653,210	53,653,210	-	
TOTAL INVESTMENTS	\$ 137,968,100	\$ 77,367,595	\$ 60,600,505	

Summary of Capital Assets

Capital Assets are defined as land, buildings, improvements, equipment, and infrastructure owned by the City and constructed or purchased by each department as needed. These assets are further defined as having benefits that will be realized over future fiscal periods.



CAPITAL ASSET ADDITIONS FY2023

	GOVERNMENTAL ACTIVITIES	BUSINESS-TYPE ACTIVITIES
CONSTRUCTION IN PROGRESS	\$ 4,535,164	\$ 4,693,909
EQUIPMENT	783,026	6,467
INFRASTRUCTURE	2,579,145	2,223,181
TOTALS	\$ 7,897,335	\$ 6,923,557

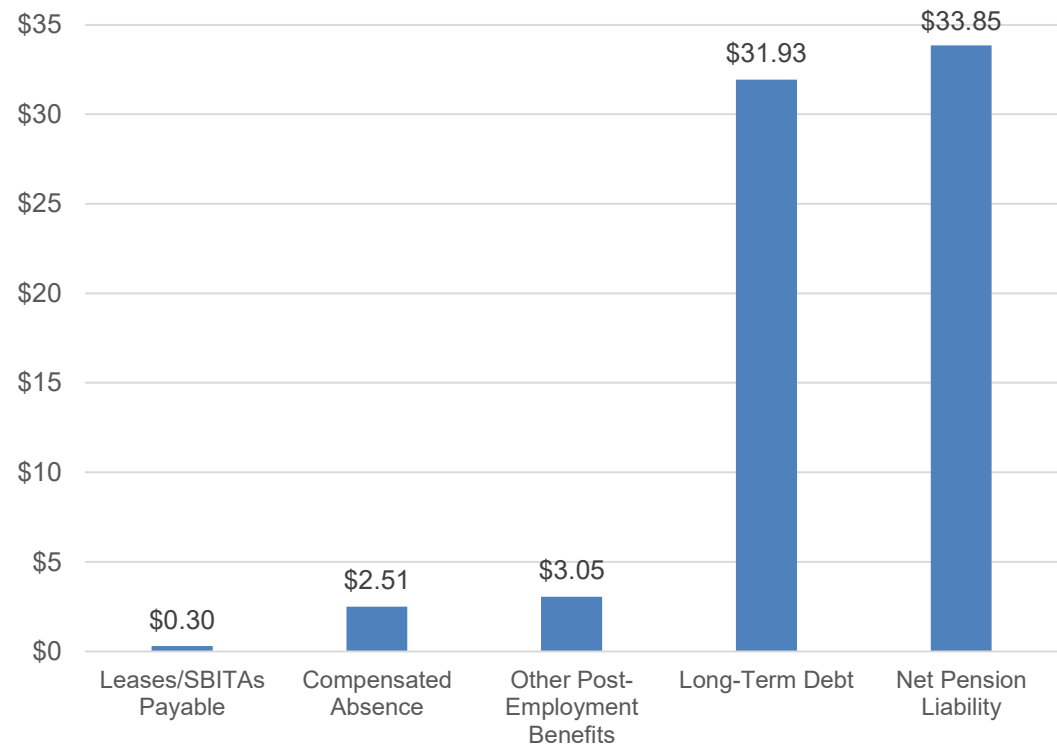
Construction In-Progress includes ongoing, but not completed, capital projects such as refurbishment of the pier, several drainage projects, multiple parks improvement projects, solar lighting, streetscape enhancements, and facility improvements.

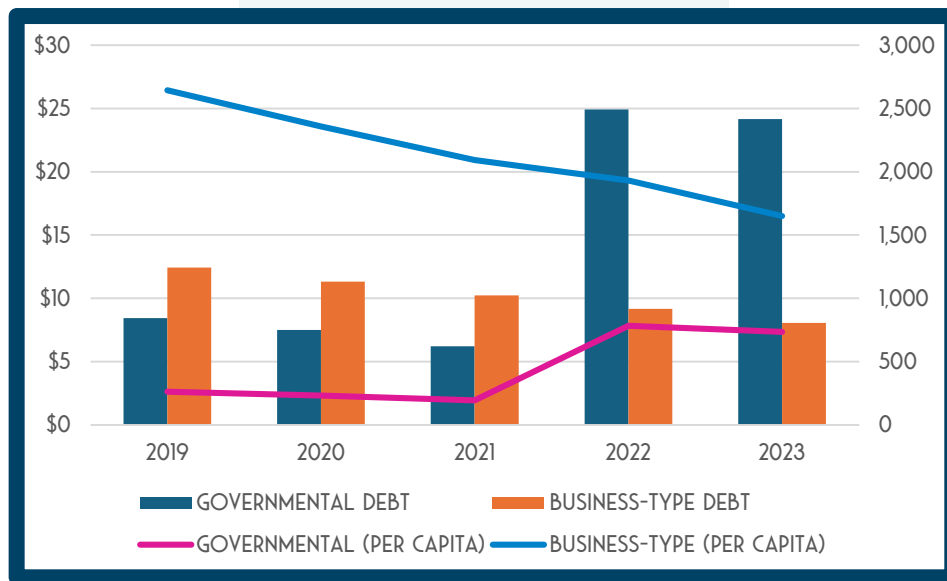
Long Term Liabilities

Long term liabilities are financial obligations that are due after a year or more. The City has the following:

- **Net Pension Liability:** the net value of projected pension benefits promised to current employees and retirees in future years; increased by \$21.8 million due to investment losses.
- **Long-Term Debt:** debt owed by the City for notes and bonds payable, used for financing capital assets; decreased slightly as principal was repaid and no new debt was issued.
- **Other Post Employment Benefit [OPEB] Liability:** the net value of health insurance subsidy benefits promised to current employees and retirees; increased by \$171k due to lower than expected investment returns.
- **Compensated Absences:** unused sick or vacation leave for which employees will be paid in the future; increased by \$362k due to increases in employee hourly rates of pay.
- **Leases/SBITAs Payable:** for FY2023, the City was required to report the liability for subscription-based information technology agreements (SBITAs); this was the first year reported.

Balances at 9/30/2023 IN MILLIONS



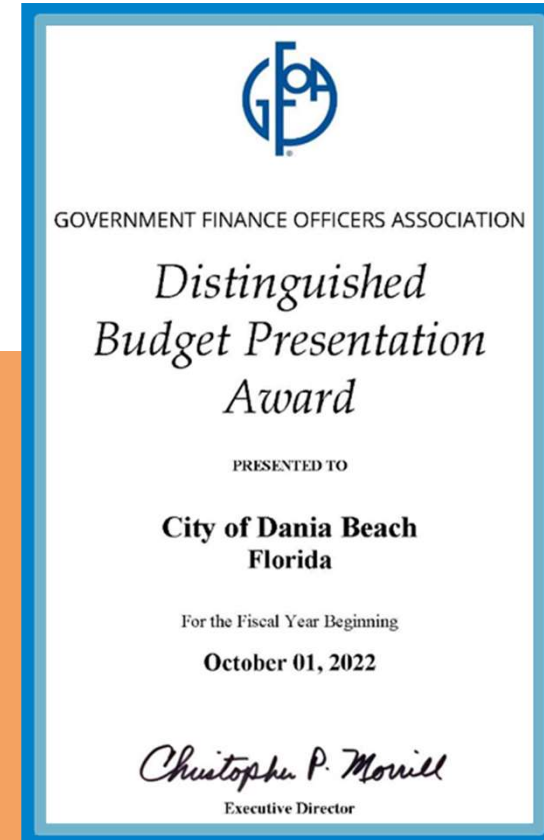
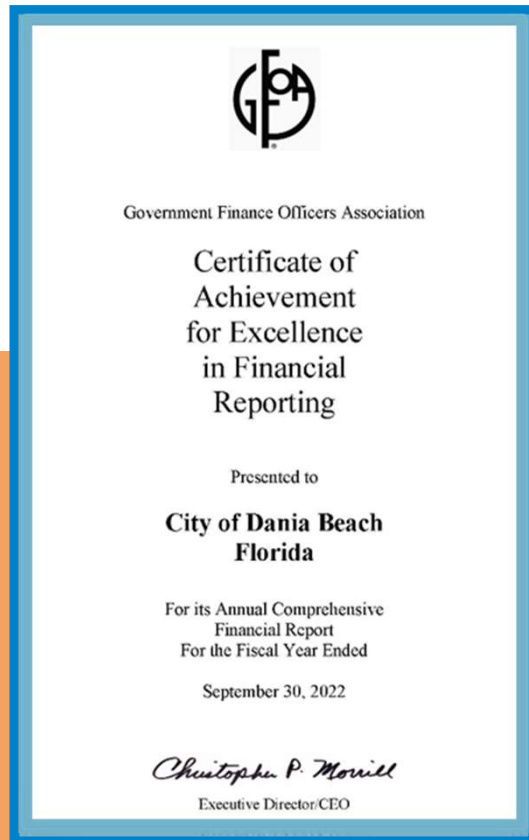


Comparative Debt Balances

Governmental Activities Debt: consists of bonds and bank loans used to finance the downtown garage and entry road, a fire station, parks and recreation centers improvements, neighborhood improvements for lighting, sidewalks and traffic calming, reconstruction of CW Thomas Park, and City-wide solar lighting installations.

Business-Type Activities Debt: consists of State Revolving Fund (SRF) and bank loans used to finance the planning, design and construction of various water, wastewater and stormwater infrastructure improvements, as well as a comprehensive rehabilitation of the City's Marina.

AWARDS



STATISTICS AND OTHER INFORMATION

CITY INFORMATION	
POLICE STATIONS	2
FIRE STATIONS	2
RESCUE UNITS	3
STREETS (MILES)	97.3
PARKS ACREAGE	150
COMMUNITY CENTER	5
POPULATION (ESTIMATED)	32,000
CITY EMPLOYMENT (FULL-TIME EQUIV)	177.69

PRINCIPAL EMPLOYERS	# OF EMPL
FIRST SERVICE RESIDENTIAL	848
CHIQUITA BRANDS	385
THE CASINO AT DANIA BEACH	385
NEARPOD	332
CROSS POINTE CARE CENTER	249
AKAM ONSIGHT	208
ARROW SPACE ATC	180
HALMOS COLLEGE OF ARTS AND SCIENCES	180
CITY OF DANIA BEACH	178
SEACOR ISLAND LINES	153

REPORT AN ISSUE

Visit DaniaBeachFL.Gov/Ask

IMPORTANT PHONE NUMBERS

City Hall	954-924-6800
Broward Sheriff's Office	
Police	954-926-2400
Fire Rescue	954-342-4262
Community Development	
Building Division	954-924-6805
Planning & Zoning	954-924-6805
Code Compliance and Beach Rangers	954-924-6810
Community Redevelopment Agency	954-924-6801
Finance - Utility Billing and Customer Service	954-924-6800 Option 5
Human Resources	954-924-6800 Option 8
Parks and Recreation	954-924-6800 x3626
Public Services	954-924-6808
Water Plant	954-924-6808 x3747
Emergency / After Hours	954-924-6808 x3747



WWW.DANIABEACHFL.GOV

Special Magistrate Agenda

Case #	Status	Hearing Type	Property Address	Cited Party	Default Inspector
2024-00000300	Active P	H-FIRST HEARING - First Hearing	728 SW 5 ST	REAL ESTATE INV FLORIDA CORP	Alberto Chavarria
2024-00000303	Active C	H-FIRST HEARING - First Hearing	726 SW 5 ST	ALTLAND, STEVEN L	Alberto Chavarria
2024-00000327	Active C	H-FIRST HEARING - First Hearing	1402 SW 2 AVE	P & P PROPERTY ADMINISTRATION LLC	Alberto Chavarria
2024-00000333	Active C	H-FIRST HEARING - First Hearing	745 SW 2 ST	SOUTH FLORIDA HOME PARTNERS INC	Alberto Chavarria
2024-00000344	Active P	H-FIRST HEARING - First Hearing	309 PHIPPEN RD	BHM 309 LLC	Alberto Chavarria
2024-00000352	Active C	H-FIRST HEARING - First Hearing	245 SW 6 ST	YVES BRODEUR	Alberto Chavarria
2024-00000357	Active C	H-FIRST HEARING - First Hearing	201 SW 2 ST	CARL CHING	Alberto Chavarria
2024-00000395	Active P	H-FIRST HEARING - First Hearing	758 SW 3 PL	YORK, JOHNNY R	Alberto Chavarria
2024-00000396	Active P	H-FIRST HEARING - First Hearing	235 SW 8 ST	ROSENTHAL, ALAN IDGIROLAMO, JOSEPH	Alberto Chavarria
2024-00000399	Active C	H-FIRST HEARING - First Hearing	239 SW 8 ST	CHAVES, MARIA LUCIA	Alberto Chavarria
2024-00000438	Active C	H-FIRST HEARING - First Hearing	326 SW 15 ST	CN326-15 LLC	Alberto Chavarria
2024-00000446	Active C	H-FIRST HEARING - First Hearing	836 PHIPPEN RD	BRANHILDA BROWN & IDA MAE BROWN	Alberto Chavarria
2024-00000466	Active C	H-FIRST HEARING - First Hearing	222 SW 9 ST	JULIANNA HOLDINGS LLC	Alberto Chavarria
2024-00000567	Active P	H-FIRST HEARING - First Hearing	307 W DIXIE HWY	307 W DIXIE LLC	Alberto Chavarria
2024-00000568	Active P	H-REPEAT HEARING - Repeat Hearing	307 W DIXIE HWY	307 W DIXIE LLC	Alberto Chavarria
2021-00000293	Active P	H-CONFIRMATION - Confirmation Hearing	245 SW 1 AVE	ELY, KURT D EST	Anson Westberry

Special Magistrate Agenda

2023-00001318	Active P	H-CONFIRMATION - Confirmation Hearing	201 NE 2 AVE	203 NE 2 AVE LLC	Anson Westberry
2024-00000237	Active C	H-FIRST HEARING - First Hearing	245 NW 6 AVE	SAB2016 LLC	Anson Westberry
2024-00000268	Active C	H-FIRST HEARING - First Hearing	803 NW 7 ST	PENA, JOELVIS ALBERTO & JOELVIS ALBERTO PENA LIV TR	Anson Westberry
2024-00000272	Active C	H-FIRST HEARING - First Hearing	145 SW 5 CT	C & M AMERICAN DEVELOPERS LLC	Anson Westberry
2024-00000425	Active C	H-FIRST HEARING - First Hearing	125 NW 6 AVE	LOUIS, NELXI H/E LOUIS, ERMANISE	Anson Westberry
2024-00000431	Active C	H-FIRST HEARING - First Hearing	18 SW 5 AVE	FORD, JACKIE & KIMBERLY C / FORD, JUSTIN C	Anson Westberry
2024-00000432	Active C	H-FIRST HEARING - First Hearing	26 SW 5 AVE	COLLINS, DWIGHT A H/E & NUNLEY, HARRISON C ETAL	Anson Westberry
2024-00000531	Active P	H-FIRST HEARING - First Hearing	111 SW 1 CT	FIRST DANIA BEACH LLC	Anson Westberry
2024-00000559	Active P	H-REPEAT HEARING - Repeat Hearing IRREPARABLE/REPEAT	22 SW 6 AVE Repeat Cases: Sec: 13-34 (a) and 290-50 (D) 2024-0347, 2023-1071, 2023-0937, 2023-0716, 2022-1457	SABA PROPERTIES LLC	Anson Westberry
2024-00000603	Active P	H-REPEAT HEARING - Repeat Hearing IRREPARABLE/REPEAT	22 SW 6 AVE Repeat Cases: Sec: 13-34 (a) and 290-50 (D) 2024-0347, 2023-1071, 2023-0937, 2023-0716, 2022-1457	SABA PROPERTIES LLC	Anson Westberry
2024-00000658	Active P	H-REPEAT HEARING - Repeat Hearing IRREPARABLE/REPEAT	22 SW 6 AVE Repeat Cases: Sec: 13-34 (a) and 290-50 (D) 2024-0347, 2023-1071, 2023-0937, 2023-0716, 2022-1457	SABA PROPERTIES LLC	Anson Westberry

Special Magistrate Agenda

2014-00002144	Active C	H-ABATEMENT - Abatement Hearing	129 NW 4 AVE	BH-NV Dania Properties LLC	Christina Caserta
2022-00000713	Active C	H-CONFIRMATION - Confirmation Hearing	260 SW 15 ST	BELLERA, INGRID E BELERA, VICTOR O	Christina Caserta
2022-00000957	Active C	H-CONFIRMATION - Confirmation Hearing	42 SW 6 AVE	ANDERSON, KRISTOF H/E ANDERSON, ASHLEIGH	Christina Caserta
2022-00001416	Active C	H-CONFIRMATION - Confirmation Hearing	3472 SW 44 ST	HADAD, YARIN AMIR, YARIN	Christina Caserta
2022-00001457	Active C	H-FORECLOSURE - Foreclosure Hearing	22 SW 6 AVE	SABA FL PROPERTIES LLC	Christina Caserta
2022-00001474	Active C	H-ABATEMENT - Abatement Hearing	129 NW 4 AVE	NEW BHNV DANIA COMMERCIAL LLC	Christina Caserta
2024-00000053	Active P	H-FIRST HEARING - First Hearing	1301 S FEDERAL HWY	RADA LAND LLC	Christina Caserta
2024-00000138	Active C	H-FIRST HEARING - First Hearing	136 SE 2 CT	MARTINEXM ELIZABETH H/E JIMENEZ, JOSUE O MARTINEZ	Christina Caserta
2024-00000400	Active C	H-FIRST HEARING - First Hearing	SE 1 AVE	19 S FEDERAL LLC	Christina Caserta
2023-00000637	Active P	H-EXTENSION - Extension Hearing	501 STIRLING RD	501 Stirling Road LLC	Michelle Shahryar
2023-00000716	Active C	H-FORECLOSURE - Foreclosure Hearing	22 SW 6 AVE	SABA FL PROPERTIES LLC	Michelle Shahryar
2023-00000820	Active C	H-ABATEMENT - Abatement Hearing	762 SW 3 ST	PILO SHIRAN ALIZA	Michelle Shahryar
2023-00000937	Active C	H-FORECLOSURE - Foreclosure Hearing	22 SW 6 AVE	SABA FL PROPERTIES LLC	Michelle Shahryar
2023-00001031	Active C	H-FIRST HEARING - First Hearing	711 SW 3 PL	DION & TACIANA MCDANIEL	Michelle Shahryar
2023-00001045	Active C	H-ABATEMENT - Abatement Hearing	762 SW 3 ST	SHIRAN ALIZA PILO	Michelle Shahryar
2023-00001388	Active C	H-EXTENSION - Extension Hearing	214 SW 2 TER	JOYE INVESTMENTS CORP	Michelle Shahryar
2024-00000190	Active C	H-FIRST HEARING - First Hearing	4555 SW 32 AVE	RJK IHC LLC	Michelle Shahryar

Special Magistrate Agenda

2024-00000214	Active P	H-FIRST HEARING - First Hearing	4581 SW 32 AVE	LUSTREA, SIMION	Michelle Shahryar
2024-00000283	Active P	H-FIRST HEARING - First Hearing	2051 GRIFFIN RD	2051 GRIFFIN ROAD LLC	Michelle Shahryar
2024-00000322	Active C	H-FIRST HEARING - First Hearing	4680 SW 32 AVE	DANIA RIVERFRONT LLC	Michelle Shahryar
2024-00000324	Active C	H-FIRST HEARING - First Hearing	4664 SW 32 AVE	DANIA RIVERFRONT LLC	Michelle Shahryar
2024-00000325	Active P	H-FIRST HEARING - First Hearing	4516 SW 20 WAY	PRICE, ANGELA F	Michelle Shahryar
2024-00000335	Active P	H-FIRST HEARING - First Hearing	4761 SW 26 TER	MEGNAUTH, DEOKUMAR H/E RONNAN, ASHLEY	Michelle Shahryar
2024-00000588	Active P	H-REPEAT HEARING - Repeat Hearing IRREPARABLE/REPEAT	4900 SW 31 AVE Repeat Cases: Sec: 17-81 2024-0063 \$500.00 2024-0064 \$2500.00	AG EHC II LEN MULTI STATE 4 LLC % ESSENTIAL HOUSING ASSET MGT LLC	Rickey Dotson
2024-00000602	Active P	H-REPEAT HEARING - Repeat Hearing IRREPARABLE/REPEAT	4900 SW 31 AVE Repeat Cases: Sec: 17-81 2024-0063 \$500.00 2024-0064 \$2500.00 Repeat Cases: Sec: 17-84 2024-0323 SA \$500.00 2024-0069 \$500.00	AG EHC II LEN MULTI STATE 4 LLC % ESSENTIAL HOUSING ASSET MGT LLC	Rickey Dotson
2020-00001044	Active P	H-EXTENSION - Extension Hearing	5740 SW 40 AVE	LIVING REALTY & INVESTMENTS LLC	Ricky Ali
2022-00000728	Active C	H-CONFIRMATION - Confirmation Hearing	4761 SW 43 TER	SAM HOLDINGS 2003 LLC	Ricky Ali
2023-00000963	Active P	H-ABATEMENT - Abatement Hearing	3251 SW 44 ST 203	HEWITT,JOSEPH	Ricky Ali
2023-00001079	Active C	H-EXTENSION - Extension Hearing	4521 SW 42 AVE	ROBERTO BOUZO	Ricky Ali
2024-00000247	Active C	H-FIRST HEARING - First Hearing	5999 SW 37 AVE	SAM HOLDINGS 2000 LLC	Ricky Ali
2024-00000298	Active C	H-FIRST HEARING - First Hearing	4014 SW 49 CT	ABCD FLORIDA RESI DE LLC	Ricky Ali

Special Magistrate Agenda

2024-00000299	Active P	H-FIRST HEARING - First Hearing	4924 SW 44 AVE	LEVY, ISAAC	Ricky Ali
2024-00000301	Active C	H-FIRST HEARING - First Hearing	4850 SW 44 AVE	D A INVESTMENTS 777 LLC	Ricky Ali
2024-00000359	Active C	H-FIRST HEARING - First Hearing	5961 SW 37 AVE	5961 HOLLYWOOD LLC	Ricky Ali
2024-00000360	Active C	H-FIRST HEARING - First Hearing	5961 SW 37 TER	STEVEN S SABER	Ricky Ali
2024-00000474	Active P	H-FIRST HEARING - First Hearing	4331 SW 52 CT	ROSEBERRY,PATRICK W & DULSE M	Ricky Ali
2024-00000524	Active P	H-FIRST HEARING - First Hearing	5487 WEST OAK WAY BLDG #3B	ROSENTHAL ALIAGA CARLOS NICHOLAS GUILLERMO ROSENTHAL CARLOS	Ricky Ali
2024-00000629	Active P	H-RECUR – Recur Hearing	9320 NW 32 MNR	VILLALOBOS, JAIME	Ricky Ali
2019-00001110	Active P	H-ABATEMENT - Abatement Hearing	249 NW 8 AVE	RHAYCOM LLC	Windy Damis
2021-00001837	Active P	H-ABATEMENT - Abatement Hearing	128 NW 5 AVE	1285 NW 5TH AVE LLC	Windy Damis
2023-00000465	Active C	H-ABATEMENT - Abatement Hearing	2310 SW 51 PL	2310 SW 51 PL LLC	Windy Damis
2024-00000296	Active C	H-FIRST HEARING - First Hearing	4991 SW 29 WAY	SAM HOLDINGS 2023 LLC	Windy Damis
2024-00000340	Active P	H-FIRST HEARING - First Hearing	4885 SW 26 AVE	K & K GROUP 4885 LLC	Windy Damis
2024-00000341	Active C	H-FIRST HEARING - First Hearing	2240 SW 51 CT	RAVENSWOOD GARDENS ENTERPRISES LLC	Windy Damis
2024-00000354	Active P	H-FIRST HEARING - First Hearing	5431 LAGOON DR	MONTERO, ROBERTO E & RODRIGUEZ DE MONTERO, YARLA	Windy Damis
2024-00000355	Active C	H-FIRST HEARING - First Hearing	5041 SW 29 WAY	SPINO, ADELA MARINELA & SPINO, ZACK EDWARD	Windy Damis
2024-00000370	Active P	H-FIRST HEARING - First Hearing	5520 SW 25 WAY	DUMAINE, NORMAND	Windy Damis



MINUTES OF REGULAR MEETING
DANIA BEACH CITY COMMISSION
TUESDAY, APRIL 9, 2024 – 7:00 P.M.

1. CALL TO ORDER/ROLL CALL

Mayor Ryan called the meeting to order at 7:08 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 Mayor Frank Ortis, City of Pembroke Pines - *Sponsored by Vice Mayor Lori Lewellen*

Vice Mayor Lewellen introduced the item and read Mayor Ortis' biography. She congratulated him on his achievements and retirement.

- 3.2 27th Annual Plywood Regatta - *Parks and Recreation*

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

- 3.3 Update on C-51 Reservoir Project – Phase 1 - *Sponsored by Commissioner Davis*

Commissioner Davis introduced the item and presented a video.

Ernie Cox, President of Family Lands Remembered spoke and Commissioner Davis presented him with a certificate of recognition.

4. PROCLAMATIONS

- 4.1 National Autism Acceptance Month - April 2024 - *Sponsored by Commissioner Davis*

Commissioner Davis read the proclamation into the record.

- 4.2 Earth Day - April 22, 2024 - *Sponsored by Commissioner Davis*

Commissioner Davis 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 After Dark on April 13th – Blues and BBQ
- Award of grant in the amount of \$637,195.00 for EOC and Training Facility
- C.W. Thomas Park project
- Olsen Middle School project design
- Loving Soles shoe drive – 300+ pairs of shoes collected
- Proposed budget for FY2025
- Reach Project
- Noise complaints in the City (4)
- Bring your child to work day
- 2nd edition of the Pioneer Publication coming in June 2024

5.2 City Attorney

City Attorney Boutsis noted that item #8.3 under the Consent Agenda should have been a Public Hearing. The item is taken off the Consent Agenda and placed under item #10.2 for a Public Hearing.

5.3 City Clerk - Reminders

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

- May 14, 2024 - CRA Board Meeting - 5:30 p.m.
- May 14, 2024 - City Commission Meeting - 7:00 p.m.

6. PUBLIC SAFETY REPORTS

Captain Tarala reported on recent criminal activity in the city to include the recovery of a stolen vehicle out of Fort Lauderdale and a hit on the LPR trailer resulting in the recovery of another stolen vehicle and apprehension of the suspect by the K9 officer. He shared a successful homeless outreach story and the progress of cleaning up the homeless encampments. He noted they will be continuing the religious institution checks. He said the city just received two deputies from District 54 who wanted to transfer to Dania Beach, two who just graduated from the police academy and two more that will be graduating from the academy next week. This leaves only one vacancy in the city, that will be filled quickly. Eric and Taryn attended the Egg hunt at Frost Park and the Dan Marino Foundation Autism event at Dania Pointe. He noted the department has a plan in place for all the Jewish facilities for Passover.

Fire Chief Pellecer reported that he is continuing to work on the SAFER grant and said that the fire fighters are training on airway devices to properly clear airways. He met Mary from the Dan Marino Foundation, and he looks forward to working with her on future projects.

7. CITIZENS' COMMENTS

The following spoke under citizens' comments:

- Eugenia Morales – 414 SE 5th Street

8. CONSENT AGENDA

Commissioner James made a motion to approve the consent agenda minus item 8.3 which is being moved to section 10.2 for public hearing. The motion was seconded by Vice Mayor Lewellen which carried unanimously on voice vote.

8.1 Minutes:

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

Approved under consent agenda.

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 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)*

This item was pulled from consent and moved to #10.2 Quasi-Judicial and Public Hearing Item.

8.4 RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AWARDED 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)*

Approved under consent agenda.

8.5 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)*

Approved under consent agenda.

8.6 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)*

Approved under consent agenda.

8.7 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)*

Approved under consent agenda.

8.8 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)*

Approved under consent agenda.

8.9 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)*

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. 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)*

City Attorney Boutsis read the title of the resolution.

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

9.2 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)*

City Attorney Boutsis read the title of the resolution.

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

9.3 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)*

City Attorney Boutsis read the title of the resolution.

Commissioner James made a motion to approve the resolution. The motion was seconded by Commissioner Davis which carried unanimously on voice 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 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, swore in anyone wishing to speak on the item and asked if there were any disclosures and Commissioner Davis, Commissioner James, Commissioner Salvino, Vice Mayor Lewellen and Mayor Ryan spoke with applicants but can remain impartial.

Attorney Hope Calhoun and the applicant Pearl Ben Yoram spoke on the item.

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

- Vincent Samaca – address unknown (behind 4501 Stirling Road)
- Jordan Fink – 4460 SW 59th Ct., Ft. Lauderdale
- Lina Ivanova – 4511 Thomas St., Hollywood
- Angela Manrique – 4441 SW 59 Ct., Dania Beach
- Ilana Levy – 4501 Stirling Road
- David Ross – 2040 Keystone Boulevard, North Miami
- Barry Sharpe – 1060 East 33rd Street, Hialeah
- Kristina Rassi – 4211 N. State Road 7, Hollywood
- James Jean-Francois – 6100 Hollywood Blvd., Suite 211, Hollywood
- Apostolos Moutsatsos – 1450 SE 3rd Avenue, Dania Beach

Commissioner Salvino expressed confusion about if the application was approved or denied and asked if the separation requirement changes when the stores are within different cities and if nurseries are classified the same as schools.

Deputy Director of Community Development Corinne Lajoie responded that the staff report that went to the Planning and Zoning Board did have a recommendation for approval however there was incomplete information at that time and the community outreach component had not yet occurred. She noted that the Broward County public elementary and public high school are not within the 1000-foot separation and nurseries are not classified the same according to the land development code.

Discussion continued amongst the Commission regarding the request for a waiver by Maverick Liquors LLC.

Director of Community Development Eleanor Norena addressed questions and concerns of the Commission.

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

10.2 RESOLUTION NO. 2023-____

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)*

This item was moved to this section during consent agenda.

CIP and Grants Administrator Colin Donnelly 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 made a motion to approve the resolution. The motion was seconded by Vice Mayor Lewellen which carried unanimously on voice vote.

11. FIRST READING ORDINANCES

11.1 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)*

City Attorney Boutsis read the title of the ordinance.

Deputy Director of Community Development Corinne Lajoie introduced the item.

Commissioner James inquired what the thought was on taking away the sign bond that was tied to political signs and Deputy Director Lajoie responded that it is now in the category of noncommercial signage and was more for the ease of application.

Commissioner James expressed concerns for political campaigns and asked if there was a fee to have temporary signs.

City Attorney Boutsis said the city is not supposed to look at content for signage per the US Supreme Court and that is why staff took out the bond requirement.

Director of Community Development Eleanor Norena added that if the campaign signs are not removed 5 days after the election, the Code Compliance Department will provide a warning and then cite accordingly as needed.

Discussion continued regarding signage dimensions.

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

Commissioner James made a motion to approve the ordinance with the amendment of keeping the temporary signage size the same as before. The motion was seconded by Vice Mayor Lewellen which carried 4-1 with Commissioner Davis voting no.

11.2 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)*

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

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 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)*

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

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, 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)*

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.

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 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)*

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

12.2 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)*

City Attorney Boutsis read the title of the ordinance.

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

12.3 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)*

City Attorney Boutsis read the title of the ordinance.

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

12.4 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)*

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 resolution. The motion was seconded by Vice Mayor Lewellen which carried unanimously on voice vote.

13. DISCUSSION AND POSSIBLE ACTION

None.

14. APPOINTMENTS

None.

15. COMMISSION COMMENTS

15.1 Commissioner Davis

Commissioner Davis reminded everyone about the Earth Day event on April 22, 2024, from 4:00 p.m. to 6:00 p.m. She is requesting to utilize \$4,000.00 from her contingency funds for a sand sculpture for the event. Commission consensus was received. She noted that a movie is coming out about Totor and Artist Stephane Bolongaro is seeking approval to have the City publish the fact that the movie is being released.

Commissioner Salvino asked if they could include Dania Beach somehow and Commissioner Davis said she would ask. Commissioner James would like the movie to be vetted by staff before the city advertises it. Commission consensus was received to publish the release of the movie.

She commended Mayor Ryan for a great job promoting Dania Beach at the Port Everglades Association Luncheon and spoke about the Autism event with the Dan Marino Foundation and Dania Pointe. She wished everyone a Happy Passover.

15.2 Commissioner James

Commissioner James also commended Mayor Ryan on a great job at the Port Everglades Association Luncheon. She was honored to represent the city at the College Prep Celebration from the Jewish Academy. She noted that both neighborhood meetings with the school board must be cancelled as the school board is not cooperating with advertising for the meetings.

She is requesting consensus for a proclamation for St. Ruth's Missionary Baptist Church on the installation of their new senior pastor. Commission consensus was received.

She is requesting to utilize \$4,500.00 from her contingency funds for the end of the school year take over with DJ Nasty and 99 Jamz. It is \$1,500.00 per school. Commission consensus was received. She is also requesting a Proclamation for DJ Nasty when these events happen. Commission consensus was received for the proclamation.

She noted the City lost a former football coach that served for the Dania Beach Bulldogs and is requesting to utilize \$400.00 of her contingency funds for assistance with the permitting fee for the service. Commission consensus was received.

15.3 Commissioner Salvino

Commissioner Salvino complimented the Dan Marino Foundation on the Autism Event at Dania Pointe and said he is happy they are in our city. He commended the Parks and Recreation team and reminded everyone to attend Dania After Dark on April 13, 2024. He inquired about an opening on the Police and Fire Pension Board and City Clerk Riera responded that she will verify with the board liaison and will bring it back at the May meeting if necessary.

15.4 Vice-Mayor Lewellen

Vice Mayor Lewellen said she attended the Dan Marino Foundation Autism Event at Dania Pointe, and it was a wonderful event. She was impressed to see multiple law enforcement agencies in attendance. She wished everyone a Happy Passover.

15.5 Mayor Ryan

Mayor Ryan commented that it is great to see the Commission spread out amongst the community. He spoke about the Port Everglades Association Luncheon and the ribbon cutting for the gantry cranes. He spoke about attending the Greater Fort Lauderdale Alliance Council Connect at Mad Arts and further commended the Commission on their involvement in advertising in the Dania Press.

16. ADJOURNMENT

Mayor Ryan adjourned the meeting at 10:12 p.m.

ATTEST:

CITY OF DANIA BEACH

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

Approved:



City of Dania Beach City Clerk Memorandum

DATE: 5/14/2024

TO: Mayor and Commissioners

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

VIA: Elora Riera, MMC, City Clerk

SUBJECT: Approval of Resolution - Calling for the General Municipal Election - November 5, 2024

Request:

To approve the resolution calling for the General Municipal Election to be held on Tuesday, November 5, 2024 for the purpose of electing three City Commissioners to serve four-year terms.

Background:

The City Charter (Part VI, Registrations and Elections, Article 1, Elections, Sec. 3, Calling an Election) requires that all elections shall be called by resolution of the City Commission.

Budgetary Impact

There is no budgetary impact in this fiscal year. The Broward County Supervisor of Elections estimates the City's 2024 municipal election cost at \$13,680.00, which will be planned for in the FY2024/2025 budget.

Recommendation

To approve the resolution calling for the General Municipal Election to be held on Tuesday, November 5, 2024 for the purpose of electing three City Commissioners to serve four-year terms.

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, CALLING FOR THE GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 5, 2024, FOR THE PURPOSE OF ELECTING THREE CITY COMMISSIONERS TO SERVE FOUR YEAR TERMS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. That candidates for Office of the City Commission of the City of Dania Beach, Florida, for the vacancies occurring in office pursuant to the Charter of the City of Dania Beach, shall file such papers and pay such fees as required with the City Clerk of the City of Dania Beach between noon on June 10, 2024, through noon on June 14, 2024.

Section 2. That a general election relating to such municipal offices shall be held in the City of Dania Beach, Broward County, Florida, on Tuesday, November 5, 2024, in conjunction with the General Election to be held in Broward County, Florida.

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

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

PASSED AND ADOPTED on May 14, 2024.

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 Finance Memorandum

DATE: 5/14/2024

TO: Mayor and Commissioners

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

VIA: Frank DiPaolo, Chief Financial Officer

SUBJECT: A Resolution adopting the Stormwater Revenue Sufficiency Report and authorizing the Finance Department to Proceed with a Stormwater Infrastructure Capital Financing Plan

Request:

The Finance Department requests approval of a Resolution adopting the Stormwater Revenue Sufficiency Report and authorizing the Finance Department to Proceed with a Stormwater Infrastructure Capital Financing Plan.

Background:

Two goals of the City's adopted Strategic Plan are "financially sound and responsible city providing services valued by the community", and "investment in upgrading city infrastructure and facilities", including major investments in the City's stormwater / drainage infrastructure to reduce groundwater flooding mitigate damages caused by catastrophic rainfall events.

The City engaged Raftelis Financial Consultants, Inc. ("Raftelis") to conduct a comprehensive analysis and review of the Stormwater Utility Fund and underlying revenues and develop a financial model and revenue sufficiency report, the purpose of which is to demonstrate the financial feasibility of debt financing backed by the Stormwater Non-Ad Valorem Special Assessment.

Raftelis has completed the review of the stormwater rates for the City and has summarized the results of their analyses, assumptions, recommendations, and conclusions in the revenue sufficiency report (the "Report"). The City Administration recommends acceptance of the Report which includes a multi-year strategic roadmap for financing investments in the City's drainage infrastructure

The Finance Department is seeking to utilize this report as the basis for a debt financing plan to provide necessary funding for several planned major capital projects, including the Southeast Drainage Phases I and II, certain identified neighborhood drainage projects, and other projects to be determined through the forthcoming Stormwater Infrastructure Master Plan.

Budgetary Impact

None. The Finance Department is authorized to seek capital financing for the stormwater improvements, to include a combination of both short and long-term financing, formally authorized by the City Commission at a duly noticed public meeting

Recommendation

Approve the Resolution adopting the Stormwater Revenue Sufficiency Report and authorizing the Finance Department to Proceed with a Stormwater Infrastructure Capital Financing Plan.

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, ADOPTING THE STORMWATER REVENUE SUFFICIENCY REPORT PREPARED IN CONJUNCTION WITH RAFTELIS FINANCIAL CONSULTANTS, INC. AND AUTHORIZING THE FINANCE DEPARTMENT TO PROCEED WITH A STORMWATER INFRASTRUCTURE CAPITAL FINANCING PLAN; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, two goals of the City’s adopted Strategic Plan are “financially sound and responsible city providing services valued by the community”, and “investment in upgrading city infrastructure and facilities”, including major investments in the City’s stormwater / drainage infrastructure to reduce groundwater flooding mitigate damages caused by catastrophic rainfall events; and

WHEREAS, the City engaged Raftelis Financial Consultants, Inc. (“Raftelis”) to conduct a comprehensive analysis and review of the Stormwater Utility Fund and underlying revenues and develop a financial model and revenue sufficiency report, the purpose of which is to demonstrate the financial feasibility of debt financing backed by the Stormwater Non-Ad Valorem Special Assessment; and

WHEREAS, Raftelis has completed the review of the stormwater rates for the City and has summarized the results of their analyses, assumptions, recommendations, and conclusions in the revenue sufficiency report (the “Report”), which Report is attached as Exhibit “A”, and has been made a part of and incorporated into this Resolution by this reference; and

WHEREAS, the City Administration recommends acceptance of the Report which includes a multi-year strategic roadmap for financing investments in the City’s drainage infrastructure; and

WHEREAS, the Finance Department is seeking to utilize this report as the basis for a debt financing plan to provide necessary funding for several planned major capital projects, including the Southeast Drainage Phases I and II, certain identified neighborhood drainage projects, and other projects to be determined through the forthcoming Stormwater Infrastructure Master Plan (the “Improvements”).

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

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

Section 2. That the City Commission accepts the Raftelis Report, which Report is attached as Exhibit “A”, and has been made a part of and incorporated into this Resolution by this reference.

Section 3. That the Finance Department is authorized to seek capital financing for the Improvements, to include a combination of both short and long-term financing, formally authorized by the City Commission at a duly noticed public meeting.

Section 4. That all resolutions or parts of resolutions in conflict with this Resolution shall be 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

Stormwater Rate Study

FINAL REPORT / April 29, 2024

April 29, 2024

Frank DiPaolo
Chief Financial Officer
City of Dania Beach
100 W Dania Beach Blvd
Dania Beach, FL 33004

Subject: **2024 Stormwater Rate Study**

Dear Mr. DiPaolo:

Raftelis Financial Consultants, Inc. (Raftelis) has completed our review of the stormwater rates for the City of Dania Beach, Florida (the City) and has summarized the results of our analyses, assumptions, recommendations, and conclusions in this report which is submitted for your consideration. The analysis encompassed a financial evaluation for the five (5) fiscal year (FY) period of October 1, 2023 through September 30, 2028 (the Forecast Period). Based on the assumptions relied upon in the development of the projected revenues and expenditure needs, Raftelis has identified the need for stormwater rate adjustments, which are summarized in this report.

The proposed rates are designed to meet a number of goals and objectives. The single most important objective of our analysis was to develop proposed rates that will produce revenues sufficient to meet the projected expenditure requirements of the stormwater system. Other goals and objectives considered in the study include:

- The proposed rates should allow the stormwater enterprise fund to maintain a financial position that is both sustainable and consistent with performance criteria established by the City and based on industry standards.
- The proposed rates should comply with any anticipated rate covenant requirements associated with existing debt and proposed future borrowings.
- The proposed rates should be based on full cost recovery principles.
- The proposed rates, to the extent practical, should be comparable with those of neighboring and other similarly situated stormwater systems.

The proposed charges for stormwater service are designed to meet the goals and objectives outlined above and should be sufficient to provide for the recovery of the total costs anticipated over the Forecast Period.

Following this letter, we have provided an executive summary which briefly summarizes the results of our study and outlines our recommendations and conclusions. The remainder of the report provides additional details regarding the rate and financial analysis conducted on behalf of the City.

City of Dania Beach

April 29, 2024

Page 2

We appreciate the opportunity to be of service to the City and would like to thank the City staff for their valuable assistance and cooperation throughout the course of this study.

Respectfully Submitted,

Raftelis Financial Consultants, Inc.



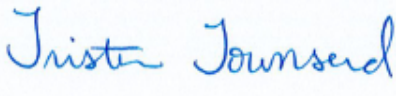
Henry Thomas

Vice President



Joe Williams

Senior Manager



Tristen Townsend

Consultant

Contents

Executive Summary 1

 Introduction1

 Summary of Study Results.....2

 Observations and Recommendations4

Section 1 – Introduction..... 5

 Background5

Section 2 – Customers and Revenues 6

 General6

 Existing Stormwater Methodology6

 Rate Structure Adjustments7

 Customer Growth & Revenue Projection7

Section 3 – Revenue Requirements 9

 Operating and Maintenance Expenses.....9

 Capital Improvement Plan10

 Existing and Proposed Debt.....11

 Total Revenue Requirements12

Section 4 – Revenue Sufficiency 13

 General13

 Revenue Sufficiency Forecast13

 Cash Balances.....14

 Debt Service Compliance14

 Proposed Residential Stormwater Rates and Comparisons15

List of Tables and Figures

Table ES-1: Stormwater Improvement Projects 2

Table ES-2: Proposed Rate Adjustments per ESU..... 3

Figure ES-1: Financial Forecast..... 3

Table 1: Projected Customer Growth 8

Table 2: Projected Rate Revenues Under Existing Rates 8

Table 3: Operating Expenses..... 10

Table 4: Stormwater Improvement Projects 10

Table 5: Stormwater CIP..... 11

Table 6: Proposed Debt Service Obligations..... 11

Table 7: Total Annual Revenue Requirements..... 12

Table 8: Proposed Rate Adjustments per ESU 13

Figure 1: Financial Forecast..... 14

Table 9: Projected Year-End Cash Balances at Proposed Rates 14

Table 10: Debt Service Compliance 15

Figure 2: Comparison of Residential Stormwater Rates on a Monthly Fee Basis 15

Exhibits

- Exhibit 1: Operating Budget Forecast
- Exhibit 2: Capital Improvement Plan and Funding Sources
- Exhibit 3: Projected Revenue Requirements
- Exhibit 4: Reserve Balance Forecast

Executive Summary

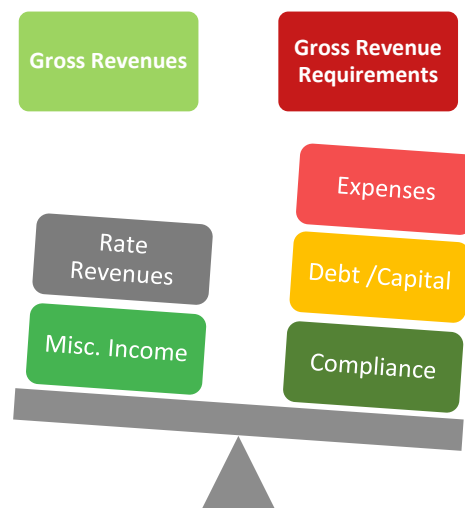
Introduction

The City of Dania Beach (City) has retained Raftelis Financial Consultants, Inc. (Raftelis) to review the City's stormwater utility business requirements, primarily focused on funding significant capital improvements through a combination of issuance of new debt and cash on hand, as well as to evaluate the need for future rate increases.

The City's stormwater utility is established as an enterprise fund, meaning the utility should have revenues equal to the costs of the services provided and should establish rates sufficient to cover the cost of operating, maintaining, repairing, and financing system operations. According to the Governmental Accounting Standards Board, "Enterprise Funds should be used to account for operations that are financed and operated in a manner similar to private business enterprises – where the intent of the governing body is that costs of providing services to the general public on a continuing basis should be financed or recovered primarily through user charges."

While the City annually reviews the financial position of the stormwater system as part of the budgetary process, the City last adjusted its stormwater utility rates in October 2021. To evaluate the sufficiency of the current stormwater rates, the City authorized Raftelis to conduct a comprehensive rate analysis to estimate the adequacy of rates through fiscal year (FY) 2028.

The foundation of the study and the primary objectives of the stormwater rates are to reasonably recover the cost of providing service, including the cost of operating the stormwater utility and the cost of infrastructure investment, as well as to comply with covenants of the outstanding and anticipated future indebtedness and identified fiscal policies / targets (referred to as the "revenue sufficiency" evaluation).



As shown in the preceding figure, the various components of cost associated with operating and maintaining a municipally owned utility, as well as the cost of financing the renewal and replacement of facilities and capital improvements for upgrades and expansion, are generally referred to as the gross revenue requirements. The sum of these cost components, after adjusting for other income and other operating revenues available to the utility, represents the net rate revenue requirements of the utility system.

The revenue requirements for this rate study were predicated on an analysis of stormwater costs projected through the FY ending September 30, 2028 (i.e., FYs 2024 through 2028). The projected revenue requirements included the various generalized cost components described as follows:

- **Operating Expenses:** Operating expenses include the cost of labor, utilities, operating supplies, repairs and maintenance, allocated General Fund administrative costs, and other items necessary for the operation and maintenance of the utilities.
- **Capital Investment:** Capital investment includes the amount of funding on an annual basis made from rates (pay-go spending) to fund ongoing renewals, replacements, improvements, and upgrades not financed by the issuance of debt obligations.
- **Debt Service:** Debt service includes the principal and interest on the City's currently outstanding and any future anticipated debt or loan obligations payable from the net operating revenues of the systems.
- **Other Revenue Requirements:** This component of cost includes any other funding requirements from rates including, but not limited to, transfers to the General Fund above allocated administrative costs, and transfers to reserves for future year expenditures.

The following is a summary of the net revenue requirements derivation:

+ Cost of Operation and Maintenance	
+ Debt Service Payments	
+ Transfers and Administration Payments	
+ Capital Project Financing	
+ Equipment Purchases	
+ Working Capital Reserves / Financial Compliance	
– Other Operating Revenue	
– Interest Income	
= Net Revenue Requirements (Funded from rates)	

Summary of Study Results

Based on the assumptions relied upon in the development of the projected revenue requirements, Raftelis has identified the need for rate adjustments for the stormwater systems. The primary reasons for the rate adjustments include the need to fund major capital projects as shown on the following table:

Table ES-1: Stormwater Improvement Projects

Description	Timing	Funding Source	Project Cost
Tidal Valves - Stormwater System	2024	Operating	\$250,000
NW 2nd Avenue Drainage Pipe Replacement	2024	Operating	2,000,000
SW 34 th Terrace Drainage Project	2024	Operating	800,000
SW 52 nd Street Drainage Project	2024	Operating/Grants	1,200,000
SE Drainage Project Phase I	2024	2024 Bonds/Grants	16,815,805
SE Drainage Project Phase II	2025	2024 Bonds	16,818,932
NW 31st Ave	2025	2024 Bonds	2,000,000
Gulfstream Rd	2025	2024 Bonds	1,750,000
Total			\$41,634,737

To provide adequate funding for the projects identified, a bond issuance will be pursued during 2024. By leveraging bond funding, the City will be able to spread out repayment of the improvements over a 30-year period that better aligns payment for the improvements with the life of the assets and the property owners who benefit from them. Additionally, issuing bonds will help minimize the rate adjustments in the near term.

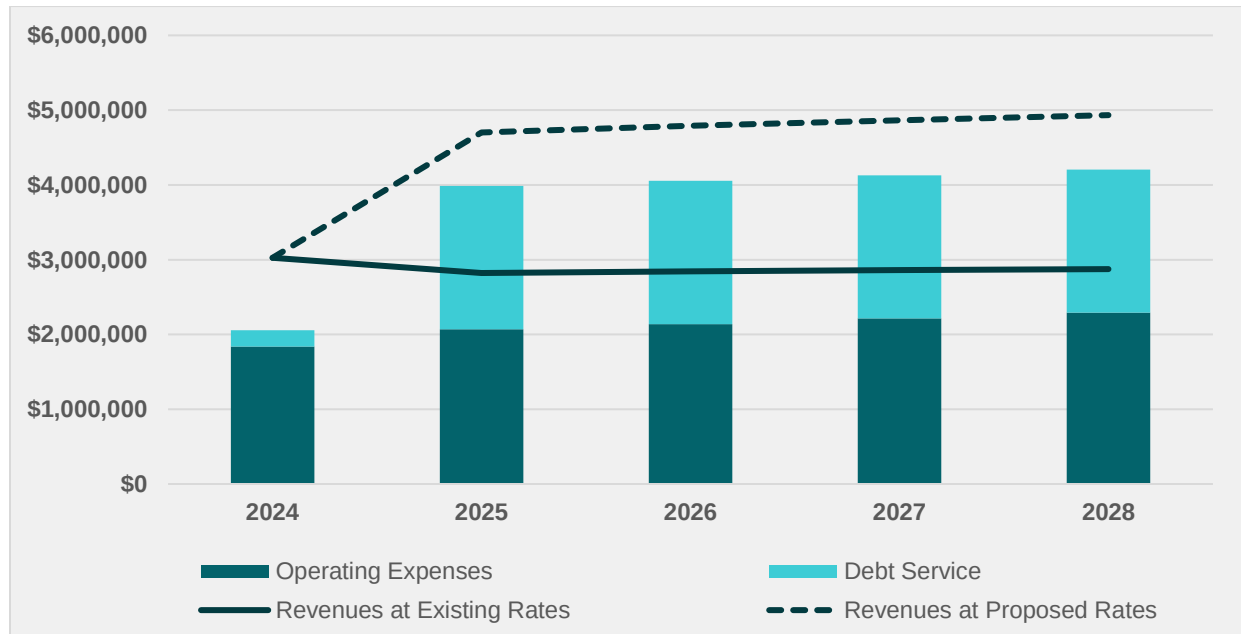
Based on the financial forecast and funding plan for the stormwater system which are described in detail in this report, the following rate adjustments are recommended:

Table ES-2: Proposed Rate Adjustments per ESU

Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Annual Rate per ESU	\$60.00	\$100.00	\$101.00	\$102.00	\$103.00
Increase (\$)		\$40.00	\$1.00	\$1.00	\$1.00
Monthly Basis	\$5.00	\$8.33	\$8.42	\$8.50	\$8.58
Increase (\$)		\$3.33	\$0.09	\$0.08	\$0.08

As outlined on the table above, stormwater rate adjustments are proposed to support fully funding the CIP as well as providing adequate net revenues each year to meet debt service coverage ratios and maintain targeted minimum reserve levels. As demonstrated on the chart below, the rate adjustments will provide for sufficient revenues and generate roughly \$730,000 annually in pay-go cash for capital projects over the Forecast Period.

Figure ES-1: Financial Forecast



Certain adjustments to customer classes are being considered to enhance equity between property types that demonstrate similar characteristics in layout and impervious area that led to a slight decrease in the total number of equivalent stormwater units (ESUs) that can be seen by the slight decrease in revenue under existing rates on the figure above.

Observations and Recommendations

The following is a summary of the observations and recommendations developed by Raftelis during our investigation, analyses, and preparation of this report:

1. The City's existing fees for stormwater services are not anticipated to be adequate to fully recover the City's projected revenue requirements, nor to meet expected bond covenants, during the Forecast Period.
2. The City should consider adopting the proposed stormwater rates at \$100.00 per ESU as calculated for FY 2025. The proposed adjustment for FY 2025 represents a \$40.00 increase, equivalent to \$3.33 per month, above the existing stormwater rates.
3. The City should use debt funding to complete several of the large stormwater projects that have been identified as necessary to begin improving the most vulnerable parts of the system.
4. The City should continue performing periodic updates to the financial forecast to ensure that the stormwater rates provide adequate funding. Once the City completes the stormwater master plan, this will likely warrant an update to the stormwater financial forecast to plan for funding additional improvements beyond FY 2025.
5. The City should consider reviewing the stormwater rate structure to confirm/update the following items:
 - a. Square feet of impervious area per equivalent stormwater unit of 1,836.
 - b. That upon certification of occupancy of new development and redevelopment, the City should review and ensure that ESUs assigned to each property are correct given the activity that takes place over a period of time and does not always get adequately captured and reflected in the establishment of stormwater ESUs.
6. The City should review certain properties within DOR Codes 01, 04, 05, 08 and consider adjusting the stormwater rate application methodology to better align properties with similar development characteristics.
 - a. For properties within DOR Code 01, the City should assign the lesser of 1.0 ESUs or the current ESUs assigned.
 - b. For properties consisting of one (1) or two (2) stories within DOR Codes of 04 and 05, the City should assign the lesser of 1.0 ESUs per unit or the current ESU's assigned based on prior impervious area measurements.
 - c. For properties within DOR Code 08 and sub-types 01 and 02, the City should assign the lesser of 1.0 ESUs or the current ESUs assigned.
 - d. Care should be taken to consider overall revenue implications of making these adjustments as to not materially impact the repayment of the anticipated bond issuance and associated debt covenants.
 - e. Additionally, in order to appropriately implement these changes the City should adopt the appropriate ordinance changes regarding the stormwater rate structure. Consideration should be given to adding a provision for "administrative flexibility", or a similar provision, to allow for application of ESUs in a more equitable way.

Following the Executive Summary, the remainder of this report outlines the assumptions for the projected revenues and expenditures for the enterprise fund.

Section 1 – Introduction

Background

The City is located in Broward County in the South Florida area and has an estimated population of over 31,900 residents according to Census reports. The City's stormwater system benefits residential and non-residential development in the City, which account for approximately 14,081 stormwater customers as of FY 2023. The City has engaged Raftelis Financial Consultants, Inc. (Raftelis) to conduct a rate study to review the sufficiency of the stormwater system's (System) ability to meet financial requirements including operating costs, capital improvements, and reserve fund requirements over the FYs 2024 through 2028 (Forecast Period).

The City constructs, upgrades, maintains, and operates the stormwater system with the intent of preserving property and providing adequate drainage of rainwater, high tide and groundwater flooding, and storm surge. Additionally, the system must ensure compliance with state and federal rules and regulations. This section provides a summary of the costs associated with the operations, upkeep, and upgrades to the stormwater system and the associated rates to provide adequate funding. The City has identified several large capital improvements in FY 2024 and FY 2025 that will require issuance of new debt of approximately \$30 million. The capital improvement plan (CIP) developed for the purposes of the study only accounts for immediate projects in FY 2024 and FY 2025 since the City is currently in the process of creating a stormwater master plan, which is not yet finalized. This master plan will identify future projects, which will then result in an updated stormwater rate study to address future funding needs beyond the next two years. The issuance of \$30 million of new debt provides approximately \$3 million of additional funds, beyond what is identified in the FY 2024 and FY 2025 CIP, for potential future projects from the master plan.

The recommendations of this study are based on a financial forecast developed for the stormwater system that relies on a dynamic Excel based model which forecasts future customers, revenues, operating expenses, debt service payments, and accounts for various cost escalations and rate adjustments. This model is available to City staff for use in management and strategic decision-making processes. The study began with the identification of utility operating and capital needs, next considered the capital financing plan and, finally, established the timing of rate adjustments and expected borrowings based on staff input. The financial forecast serves as the basis for the rate recommendations for FY 2024 and FY 2025.

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Section 2 – Customers and Revenues

General

A major component in the determination of sustained revenue sufficiency for stormwater service is the development of a forecast of customers and Equivalent Stormwater Units (ESUs), to which existing rates are applied to calculate revenues. The customer forecast is an essential component of this study that helps align the timing of future rate adjustments with capital projects and anticipated increases to ongoing operations. This section provides a discussion of the recent historical trends and the forecast of customers through FY 2028.

Existing Stormwater Methodology

The City is currently experiencing a period of redevelopment and increased densities that provide an increased need and demand for the City's stormwater system. Per the City's existing stormwater code¹, an ESU means the impervious area of a typical single family developed property located within the City. When the code was established, the typical impervious area for developed single family properties was 1,836 square feet. Single family properties are defined as having a DOR code of 01². The code further defines single family as falling into one of three categories for small, medium, and large parcels. The small parcels each have an impervious area of 918 square feet or less and are assigned 0.5 ESUs each. The medium parcels have an impervious area of between 918 square feet and 3,672 square feet and are assigned 1.0 ESUs each. Finally, the large parcels have an impervious area greater than 3,672 square feet and are measured and ESUs based on the impervious area divided by the standard ESU value of 1,836 square feet.

It is common for cities to update the ESU basis from time to time, when there is evidence the underlying development trends are changing. The task of updating the ESU basis was not part of this study but is something the City should consider in the future.

For other customer classes, the following describes the process as identified in Resolution 73-96 for identifying the number of ESUs:

- Condominium Parcels (DOR code 04/05): First the impervious area of the entire condominium property is measured. This value is then divided by the ESU value of 1,836 square feet to determine the total number of ESUs for the property. The total ESUs for the property are then divided by the number of condo units to determine the ESUs for each unit.
- General Parcels (all other DOR codes): ESUs are determined by dividing the impervious area of the parcel by the ESU value of 1,836 square feet.

Additionally, the City has developed and adopted a mitigation credit factor that is applied as properties build and maintain the appropriate on-site retention.

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¹ Dania Beach, Florida, Resolution 73-96

² Department of Revenue (DOR) codes as assigned to properties by the Broward County Property Appraiser.

Rate Structure Adjustments

Since determination of customer classes is based on DOR codes, different methodologies for stormwater fee application may be occurring despite properties having similar development characteristics. However, it is more reasonable to treat parcels with similar development characteristics in like ways. Therefore, the City should consider adjusting the stormwater fee application methodology to better align properties that demonstrate similar characteristics in layout and impervious area, rather than relying solely on the DOR codes. Analysis of the City's assessment roll suggests parcels with the DOR code of 04 and 05 that have one (1) or two (2) stories are more similar in nature to certain parcel types classified within the DOR code of 01 and therefore, should only be charged up to 1.0 ESU. Therefore, certain adjustments have been identified through discussions with City staff to increase the equity of the stormwater rate structure.

Further, the stormwater ESU basis of 1,836 square feet was established many years ago and it would be prudent for the City to evaluate whether this figure is still representative of the typical single family property. Lastly, over time properties redevelop and change, and these characteristics are not always captured in the development of stormwater ESUs. The City should perform some level of measurement activity to verify and update the ESUs for each property.

Customer Growth & Revenue Projection

Based on analyzing historical billing data for FYs 2022 through 2024, the following customer summary has been developed. From 2024 to 2028, it is projected that single family parcels will represent approximately 10% of the total ESUs, with condominium and general parcels representing the remaining 8% and 82%, respectively. The City is mostly built-out but is undergoing some redevelopment. City staff provided development information and identified if the property would represent redevelopment or development of a vacant lot. For the redevelopment properties, it is estimated there will be a 20% increase in impervious area. Additionally, a factor was developed to estimate a conversion from multi-family units to ESUs. Multi-family units are captured under the General Parcels class where each properties' impervious area is measured and assigned ESUs based on this measurement. Using the data available for 35 existing multi-family properties, a factor of 0.87 ESUs per multi-family unit was calculated. This factor is applied to new development of multi-family parcels. Using this development data, as converted to ESUs as discussed above, it is forecast the City will grow at an average rate of 0.5% ESUs per year.

As mentioned previously, minor adjustments to the existing rate structure are recommended. These recommended adjustments have been incorporated into the existing forecast and result in a reduction of 3,889 ESUs. These adjustments coupled with the customer growth assumptions form the basis for the revenue forecast. Under existing rates, the City is projected to collect around \$3.0 million in FY 2024 and slightly less at \$2.8 million beginning in FY 2025. This growth forecast is intended to be conservative and the slight decline is a result of the ESU adjustment having a larger short-term effect than customer growth in the City. The following tables summarize the projected customer growth and rate revenues anticipated under existing rates:

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Table 1: Projected Customer Growth

Description	2023	2024	2025	2026	2027	2028
Single Family ESUs	5,171	5,191	5,056	5,069	5,088	5,128
Condo ESUs	4,211	4,211	1,925	1,925	1,925	1,925
General ESUs	44,064	44,244	43,049	43,471	43,726	43,900
Total ESUs	53,446	53,646	50,030	50,465	50,739	50,953
Single Family ESU Growth		20	17	13	19	40
Condo ESU Growth		0	0	0	0	0
General ESU Growth		180	267	422	255	174
Total ESU Growth		200	284	435	274	214
Annual Growth Percent		0.4%	0.5%	0.9%	0.5%	0.4%

Table 2: Projected Rate Revenues Under Existing Rates

Description	2024	2025	2026	2027	2028
Projected Rate Revenues	\$3,025,600	\$2,821,700	\$2,846,100	\$2,861,600	\$2,873,800

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Section 3 – Revenue Requirements

The City recovers the cost of providing stormwater services through an annual stormwater assessment. Operating cash revenue requirements is the term that defines the various components of cost associated with operating and maintaining the System. The sum of these cost components, less any other income generated, represents the net revenue requirements that are funded from the annual stormwater assessment. The projected revenue requirements over the Forecast Period include the various generalized cost components described below:

- Operating and Maintenance (O&M) Expenses: These expenses include the cost of labor, insurance, utilities, contractual services, maintenance, materials, supplies, administration, indirect cost transfers, and other items necessary for the operations and maintenance of the System.
- Debt Service: Debt service includes the principal and interest on outstanding debt obligations payable from the net operating revenues. The projected revenue requirements include the assumption that there will be a large additional debt issuance during the Forecast Period to fund major capital improvements.
- Other Revenue Requirements: This component of cost includes, in general, any ongoing capital improvements to be financed from revenues, purchases of new/replacement vehicles, transfers to reserves for future infrastructure rehabilitation or construction, and funding of certain larger capital projects on a pay-as-you-go basis.

Operating and Maintenance Expenses

The adopted FY 2024 budget associated with the operations and maintenance of the stormwater system served as the basis for the system's expenditure projections. The budget was then projected for the remaining four (4) years of the Forecast Period (i.e., through FY 2028). Projections for FYs 2025 through 2028, reflect the anticipated impacts of inflation, labor and benefit adjustments, growth, and other increases affecting ongoing expenses. These impacts are addressed on a budget line-item basis using specific escalation factors. Unless otherwise noted, the underlying assumptions and expenditure amounts included therein were assumed to be reasonable and reflect anticipated operations. The primary assumptions used in the projection of net rate requirements for the years subsequent to FY 2024 are:

- Expenditures anticipated to be impacted by inflation increase at 2.5 percent annually through FY 2028.
- Salaries, merit and associated benefits increase by 6.0 percent in FY 2025 and 5.0 percent annually thereafter.
- In FY 2025, the City plans to add a new position to serve as a Project Manager/Engineer to support the stormwater, water, and sewer utilities that are preparing for execution of significant capital projects. In discussions with staff, this position has been budgeted at \$60,000 annually for the stormwater department representing approximately one third of the total labor and benefits anticipated.
- Insurance expenses increase 7.5 percent annually.
- General maintenance and contractual expenses increase 5.0 percent annually.
- Utilities, such as power consumption, increase by 10.0 percent in FY 2025 and 5.0 percent annually from FY 2026 through FY 2028.
- The transfers for General Fund support, Facilities Fund, and IT Systems are increased annually by the 2.5 percent inflationary factor.
- The transfer for Fleet Management increases annually by 10.0 percent.
- A contingency of 5.0 percent of operating expenses, excluding the transfers to other departments, is forecast each year.

The results of applying the assumptions noted above to each budget line item are demonstrated on the table below, as summarized from Exhibit 1.

Table 3: Operating Expenses

Description	2024	2025	2026	2027	2028
Personnel	\$751,977	\$856,900	\$899,900	\$945,100	\$992,400
Operations	1,348,668	1,321,400	1,365,500	1,412,000	1,460,300
Total Operating Expense	\$2,100,645	\$2,178,300	\$2,265,400	\$2,357,100	\$2,452,700

Capital Improvement Plan

The capital expenditures for the stormwater system are based on estimated project costs derived from the City's capital improvement plan and other City staff-identified projects for FYs 2024 and 2025. The following table details the planned stormwater capital improvement plan projects and their anticipated funding sources during the first two years of the Forecast Period:

Table 4: Stormwater Improvement Projects

Description	Timing	Funding Source	Project Cost
Tidal Valves - Stormwater System	2024	Operating	\$250,000
NW 2nd Avenue Drainage Pipe Replacement	2024	Operating	2,000,000
SW 34 th Terrace Drainage Project	2024	Operating	800,000
SW 52 nd Street Drainage Project	2024	Operating/Grants	1,200,000
SE Drainage Project Phase I	2024	2024 Bonds/Grants	16,815,805
SE Drainage Project Phase II	2025	2024 Bonds	16,818,932
NW 31st Ave	2025	2024 Bonds	2,000,000
Gulfstream Rd	2025	2024 Bonds	1,750,000
Total			\$41,634,737

There are a number of areas in the City with limited stormwater infrastructure which have a history of flooding concerns and drainage problems. The City has identified several projects, such as the SE Drainage Project, SW 34th Terrace Drainage Project, and SW 52nd Street Drainage Project, to address these neighborhood drainage issues while also improving water quality through the installation of pump stations, drainage wells and piping, swales, and inlets. Furthermore, the City has identified existing infrastructure in need of improvements, including but not limited to:

- replacement of deteriorated piping with more resilient materials;
- upgrades to larger pipes to increase the capacity of water that can be collected; and
- installation of tidal valves on outfall piping to mitigate against backflow from canals, lakes, and other waterbodies.

The City is currently in the process of developing a stormwater master plan which is anticipated to be finalized at the end of 2024. The master plan will assess the utility's current conditions and identify future projects to address critical infrastructure needs beyond the immediate needs identified on Table 4 above. The annual stormwater fees are being set primarily to fund the current projects listed in Table 4, with additional funding generated for future pay-go projects based on achieving certain financial metrics including debt service coverage. A summary of the funding sources for the CIP is shown below:

Table 5: Stormwater CIP

Description	FY 2024	FY 2025	Total
Operating	\$3,750,000	\$0	\$3,750,000
2024 Bonds	6,123,800	20,568,900	26,692,700
Grants	11,192,000	0	11,192,000
Total	\$21,065,800	\$20,568,900	\$41,634,700

As shown on the table, the CIP projects currently identified will account for a majority of the 2024 bond issuance anticipated for \$30 million. By issuing \$30 million, the City would have additional funds to begin implementing projects identified in the master plan. Additionally, the City has had recent successes in obtaining grant funding for stormwater projects and continues to pursue grants as a funding source. Completion of certain capital projects will also open the City to further grant opportunities. If additional grant funding can be obtained, more pay-go funding will be available for the City to execute on future master plan projects.

Existing and Proposed Debt

The stormwater system currently has two outstanding State Revolving Fund (SRF) loans, SRF 79102P and SRF 061200, resulting in a total annual principal and interest payment of approximately \$64,000 per year. The loans will mature in FYs 2028 and 2035, respectively. As discussed in the CIP funding section, it is anticipated the City will issue a revenue bond in 2024 in the amount of \$30 million. The bond issuance is slightly greater than the \$26.7 million in capital projects shown in Table 5; the availability of an additional \$3.3 million in funds will enable the City to execute future master plan identified projects more quickly. The assumed terms of repayment for the revenue bond are provided on the following table:

Table 6: Proposed Debt Service Obligations

Description	2024 Revenue Bond
Estimated Project Cost	\$30,000,000
Principal Amount [1]	\$30,300,000
Loan Term	30
Interest Rate [2]	4.50%
Annual Debt Service Payment	\$1,850,400
First Year of Debt Service [3]	2024

[1] Includes 1.0 percent for loan issuance costs.

[2] Estimated.

[3] The first payment is assumed to be 1/12th, or \$154,200, of the total annual debt service payment due to timing of bond issuance.

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Total Revenue Requirements

Based on the assumptions above, a summary of the assumed annual total revenue requirements over the forecast period are shown on the following table:

Table 7: Total Annual Revenue Requirements

Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Operating Costs	\$2,100,645	\$2,178,300	\$2,265,400	\$2,357,100	\$2,452,700
Existing Debt Service	64,367	64,367	64,367	64,367	64,525
Proposed Debt Service	154,200	1,850,400	1,850,400	1,850,400	1,850,400
Total Revenue Requirements	\$2,319,212	\$4,093,067	\$4,180,167	\$4,271,867	\$4,367,625
Less Misc. Revenue	263,900	108,100	126,100	144,300	162,400
Net Revenue Requirements	\$2,055,312	\$3,984,967	\$4,054,067	\$4,127,567	\$4,205,225

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Section 4 – Revenue Sufficiency

General

Sufficient revenues are necessary to pay for the continuing operations of the stormwater system providing for the health, safety and welfare of the community and protection of property. The measure of revenue sufficiency is demonstrated not only by the ability to meet the annual operating requirements, but also to provide for ongoing capital asset renewals and upgrades. The initial task in determining revenue sufficiency is to identify the relative sufficiency of the revenues generated from existing rates to provide for: 1) projected O&M expenses; 2) debt service plus coverage and other covenant requirements; 3) transfers to maintain reserve funds at adequate levels; and 4) capital improvement expenditures.

Revenue Sufficiency Forecast

As outlined on the table below, stormwater rate adjustments are proposed to support fully funding the CIP as well as providing adequate net revenues each year to meet debt service coverage ratios and maintain targeted minimum reserve levels.

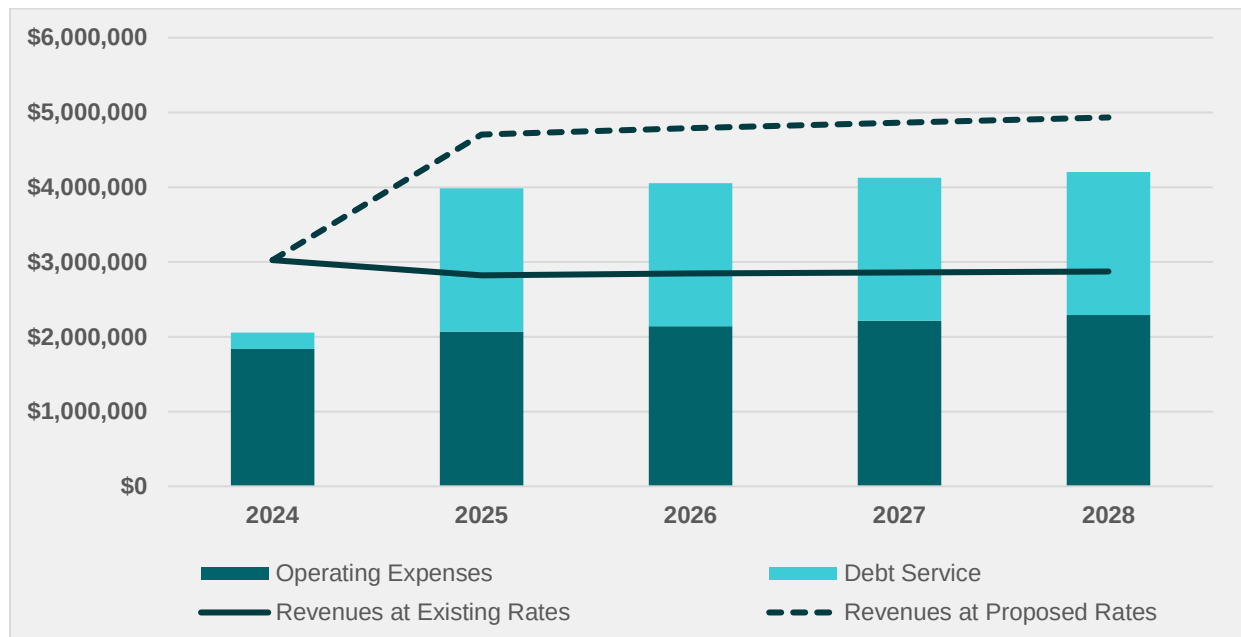
Table 8: Proposed Rate Adjustments per ESU

Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Annual Rate per ESU	\$60.00	\$100.00	\$101.00	\$102.00	\$103.00
Increase (\$)		\$40.00	\$1.00	\$1.00	\$1.00
Monthly Basis	\$5.00	\$8.33	\$8.42	\$8.50	\$8.58
Increase (\$)		\$3.33	\$0.09	\$0.08	\$0.08

The first increase shown for FY 2025 is largely to address the current capital improvement program including issuance of new bonds. For FY 2026 through FY 2028, the annual rate adjustments are estimated and reflect the increased need to address operating expense increases as demonstrated on Table 3.

The projected net revenue requirements through FY 2028 for the City's stormwater system funded from rates are summarized below, as derived from Exhibit 3. As shown by the solid line on the chart, the existing rates will not be sufficient to meet all revenue requirements, in particular debt service for capital needs. Therefore, it is recommended the City implement the recommended rate adjustments. This increase will result in annual pay-go cash of approximately \$730,000. The City's strong fund balance coupled with an extra \$3.3 million from the bond issuance will enable the execution of necessary capital improvements and fund approximately \$6.3 million in future projects identified by the ongoing master plan.

Figure 1: Financial Forecast



Cash Balances

The stormwater system should have adequate cash reserves in order to meet day-to-day funding needs, address unexpected emergencies requiring immediate financial resources, and have sufficient funds for capital appropriation. Based on the significant amount of funding needed for the CIP, it is recommended a fund balance is maintained to equal approximately 50.0 percent of rate revenues. This will allow for a strong financial target, which is necessary since the utility is capital-intensive and desires to cash-fund projects where possible. The following table summarizes the projected cash balances for each FY of the Forecast Period based on implementing the annual rate adjustments as recommended:

Table 9: Projected Year-End Cash Balances at Proposed Rates

Description	2024	2025	2026	2027	2028
Operating Reserve Balance	\$4,020,288	\$4,738,120	\$5,474,953	\$6,212,086	\$6,940,261
Reserve Target (50% of Rate Revenues)	\$1,512,800	\$2,351,400	\$2,395,450	\$2,432,350	\$2,466,700

Debt Service Compliance

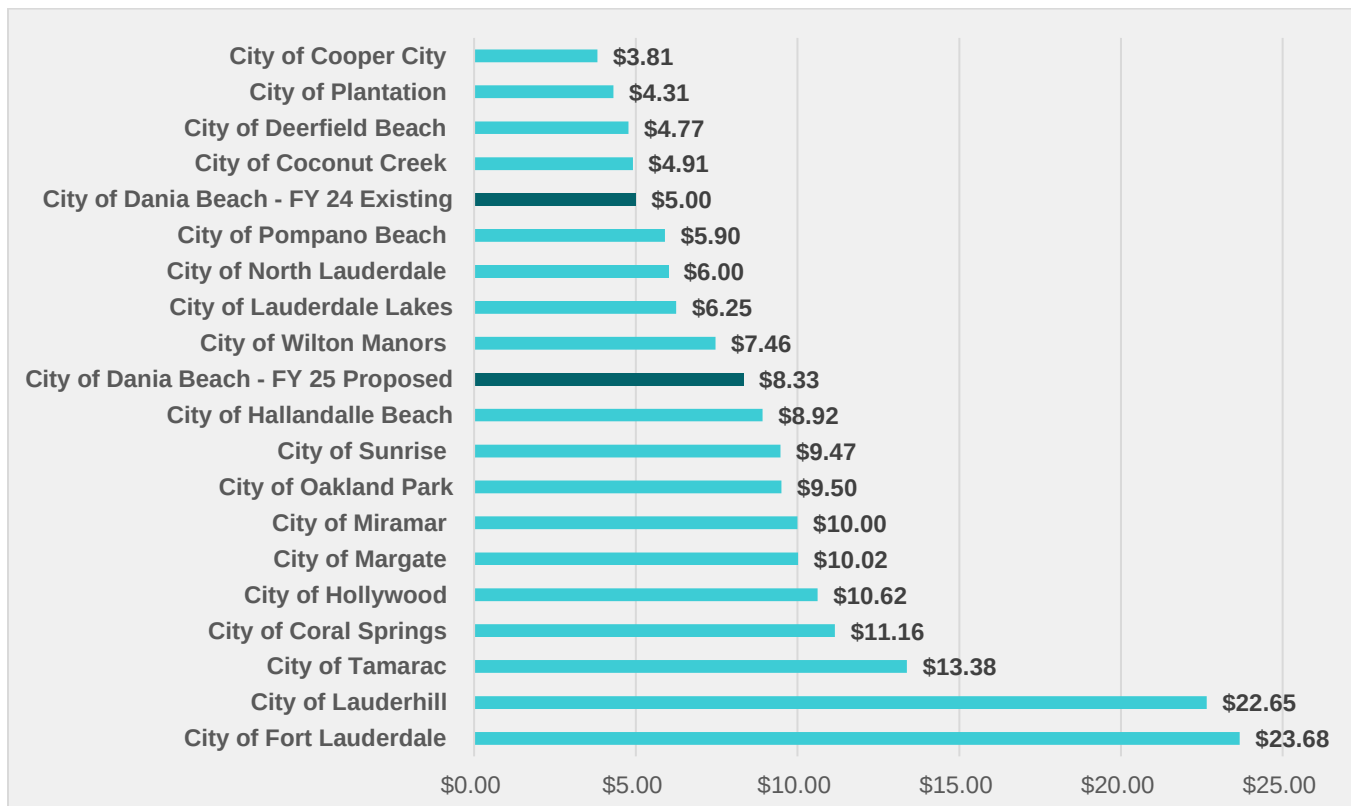
In addition to funding the net revenue requirements (i.e., expenditure requirements), the proposed stormwater rates must be sufficient to meet the debt service coverage requirements of the City's existing and proposed debt. The City's outstanding SRF loan agreements require the City to maintain rates adequate to achieve a minimum 1.15 debt service coverage ratio. The debt service coverage ratio is calculated as a ratio of gross system revenues less the sum of operating expenses and required transfers to debt service payments. For the future revenue bond, it is assumed the debt service coverage ratio will be 1.20 based on typical senior loan agreements and bond resolutions. Therefore, with the adoption of the proposed rate increases, the City is anticipated to be in compliance with the existing and assumed coverage requirements as demonstrated below:

Table 10: Debt Service Compliance

Description	2024	2025	2026	2027	2028
Net Revenue	\$1,188,855	\$2,632,600	\$2,651,600	\$2,651,900	\$2,643,100
Senior Debt Service	\$154,200	\$1,850,400	\$1,850,400	\$1,850,400	\$1,850,400
Subordinate Debt Service	64,367	64,367	64,367	64,367	64,525
Total Debt Service	\$218,567	\$1,914,767	\$1,914,767	\$1,914,767	\$1,914,925
Senior - Annual Coverage Achieved	7.70	1.42	1.43	1.43	1.42
Senior - Coverage Target	1.20	1.20	1.20	1.20	1.20
Subordinate - Annual Coverage Achieved	16.07	12.15	12.44	12.45	12.28
Subordinate - Coverage Required	1.15	1.15	1.15	1.15	1.15

Proposed Residential Stormwater Rates and Comparisons

In order to provide additional information regarding the proposed rate changes, the City's existing and proposed rates per ESU on a monthly fee basis have been compared with other jurisdictions. This rate comparison, as shown on Figure 2, includes a number of utilities throughout Florida. It should be noted that funding of stormwater programs is not equal in all cities. Some cities use stormwater fees for the majority of the funding requirements related to stormwater improvements, whereas others may supplement stormwater programs with infrastructure funds or other funding sources and will have the appearance of lower stormwater rates.

Figure 2: Comparison of Residential Stormwater Rates on a Monthly Fee Basis

City of Dania Beach
2024 Stormwater Rate Study
Exhibit 1: Operating Budget Forecast

GL Account	Description	Escalation Factor	2024 Budget	Adjustments	Adj. Budget 2024	Projected Fiscal Year Ending Sept. 30,				
						2025	2026	2027	2028	
403-38-01-538-12-10	Salaries and Wages Full-Time	Labor	\$474,732	\$0	\$474,732	\$563,200	\$591,400	\$621,000	\$652,100	
403-38-01-538-12-13	Salaries and Wages Expense Allowance	Labor	600	0	600	600	600	600	600	
403-38-01-538-12-14	Salaries and Wages Cell Phone Stipend	Labor	5,217	0	5,217	5,500	5,800	6,100	6,400	
403-38-01-538-14-10	Overtime Regular	Labor	10,000	0	10,000	10,600	11,100	11,700	12,300	
403-38-01-538-15-15	Special Pay Accrued Leave Buyback	Labor	6,713	0	6,713	7,100	7,500	7,900	8,300	
403-38-01-538-21-10	FICA Taxes	Labor	29,477	0	29,477	31,200	32,800	34,400	36,100	
403-38-01-538-21-20	FICA Medicare	Labor	6,900	0	6,900	7,300	7,700	8,100	8,500	
403-38-01-538-22-10	Retirement Contributions City Pension	Labor	15,468	0	15,468	16,400	17,200	18,100	19,000	
403-38-01-538-22-20	Retirement Contributions FRS Pension	Labor	66,064	0	66,064	70,000	73,500	77,200	81,100	
403-38-01-538-22-30	Retirement Contributions Deferred Compensation Match	Labor	12,012	0	12,012	12,700	13,300	14,000	14,700	
403-38-01-538-23-10	Life and Health Insurance Insurance	Labor	112,377	0	112,377	119,100	125,100	131,400	138,000	
403-38-01-538-24-10	Workers' Compensation Premium	Labor	12,417	0	12,417	13,200	13,900	14,600	15,300	
403-38-01-538-31-10	Prof. Services General	CPI	167,000	0	167,000	171,200	175,500	179,900	184,400	
403-38-01-538-31-30	Prof. Services Engineering	CPI	241,000	0	241,000	175,000	179,400	183,900	188,500	
403-38-01-538-32-10	Accounting and Auditing Services	CPI	4,690	0	4,690	4,800	4,900	5,000	5,100	
403-38-01-538-34-10	Contractual Services General	Contractual	105,000	0	105,000	110,300	115,800	121,600	127,700	
403-38-01-538-40-10	Travel and Per Diem Training and Per Diem	CPI	2,500	0	2,500	2,600	2,700	2,800	2,900	
403-38-01-538-41-10	Communications Services Telephone	CPI	500	0	500	500	500	500	500	
403-38-01-538-43-20	Utility Services Electricity	Power	14,700	0	14,700	16,200	17,000	17,900	18,800	
403-38-01-538-44-10	Rentals and Leases Equipment	CPI	7,000	0	7,000	7,200	7,400	7,600	7,800	
403-38-01-538-45-41	Insurance Health Claims - Retirees	Insurance	0	0	0	0	0	0	0	
403-38-01-538-46-10	Repair & Maint. Services Equipment	CPI	160,000	0	160,000	164,000	168,100	172,300	176,600	
403-38-01-538-46-30	Repair & Maint. Services Vehicles	CPI	8,000	0	8,000	8,200	8,400	8,600	8,800	
403-38-01-538-46-40	Repair & Maint. Services Buildings	CPI	6,000	0	6,000	6,200	6,400	6,600	6,800	
403-38-01-538-46-50	Repair & Maint. Services Grounds	CPI	21,000	0	21,000	21,500	22,000	22,600	23,200	
403-38-01-538-46-60	Repair & Maint. Services Streets	CPI	18,000	0	18,000	18,500	19,000	19,500	20,000	
403-38-01-538-49-30	Other Current Charges/Obligations Permits & Licenses	CPI	87,150	0	87,150	89,300	91,500	93,800	96,100	
403-38-01-538-49-50	Other Current Charges/Obligations Retiree Health Insurance Costs	CPI	3,419	0	3,419	3,500	3,600	3,700	3,800	
403-38-01-538-51-10	Office Supplies General	CPI	1,800	0	1,800	1,800	1,800	1,800	1,800	
403-38-01-538-52-10	Operating Supplies Gasoline and Diesel Fuel	CPI	14,500	0	14,500	14,900	15,300	15,700	16,100	
403-38-01-538-52-20	Operating Supplies Miscellaneous	CPI	35,000	0	35,000	35,900	36,800	37,700	38,600	
403-38-01-538-52-30	Operating Supplies Software	CPI	4,500	0	4,500	4,600	4,700	4,800	4,900	
403-38-01-538-52-50	Operating Supplies Uniforms	CPI	5,000	0	5,000	5,100	5,200	5,300	5,400	
403-38-01-538-52-60	Operating Supplies Building	CPI	1,000	0	1,000	1,000	1,000	1,000	1,000	
403-38-01-538-63-10	Infrastructure Improvements other than Bldgs.	CPI	2,250,000	(2,250,000)	0	0	0	0	0	
403-38-01-538-71-10	Debt Service Principal All Other Principal	CPI	50,060	(50,060)	0	0	0	0	0	
403-38-01-538-72-10	Debt Service Interest All Other Interest	CPI	19,395	(19,395)	0	0	0	0	0	
403-38-01-538-91-00	Intragovernmental Transfers Out General Fund	CPI	207,604	0	207,604	212,800	218,100	223,600	229,200	
403-38-01-538-91-51	Intragovernmental Transfers Out Transfer to Facilities Fund	CPI	15,875	0	15,875	16,300	16,700	17,100	17,500	
403-38-01-538-91-52	Intragovernmental Transfers Out Transfer to Fleet Mgmt Fund	Fleet	82,640	0	82,640	90,900	100,000	110,000	121,000	
403-38-01-538-91-53	Intragovernmental Transfers Out Transfer to IT Systems Fund	CPI	51,790	0	51,790	53,100	54,400	55,800	57,200	
403-38-01-538-99-10	Other Uses Contingency	Contingency	89,900	(6,900)	83,000	86,000	89,300	92,900	96,600	
			\$4,427,000	(\$2,326,355)	\$2,100,645	\$2,178,300	\$2,265,400	\$2,357,100	\$2,452,700	

City of Dania Beach
2024 Stormwater Rate Study
Exhibit 2: Capital Improvement Plan and Funding Sources

Description	Funding Source	2024	2025	2026	2027	2028	Total
Tidal Valves - Stormwater System	Operating	\$250,000	\$0	\$0	\$0	\$0	\$250,000
NW 2nd Avenue Drainage Pipe Replacement	Operating	2,000,000	0	0	0	0	2,000,000
SW 34th Terrace Drainage Project	Operating	800,000	0	0	0	0	800,000
SW 52nd Street Drainage Project	Operating	700,000	0	0	0	0	700,000
SW 52nd - Split Fund	Grants	500,000	0	0	0	0	500,000
SE Drainage Project Phase I	2024 Bonds	6,123,800	0	0	0	0	6,123,800
SE Drainage Project Phase I - Split Fund	Grants	10,692,000	0	0	0	0	10,692,000
SE Drainage Project Phase II	2024 Bonds	0	16,818,900	0	0	0	16,818,900
NW 31st Ave	2024 Bonds	0	2,000,000	0	0	0	2,000,000
Gulfstream Rd	2024 Bonds	0	1,750,000	0	0	0	1,750,000
Total		\$21,065,800	\$20,568,900	\$0	\$0	\$0	\$41,634,700
<u>Funding Source Summary:</u>							
Operating Reserve	Operating	\$3,750,000	\$0	\$0	\$0	\$0	\$3,750,000
Proposed 2024 Revenue Bonds	2024 Bonds	6,123,800	20,568,900	0	0	0	26,692,700
Grants	Grants	11,192,000	0	0	0	0	11,192,000
Total		\$21,065,800	\$20,568,900	\$0	\$0	\$0	\$41,634,700

City of Dania Beach
2024 Stormwater Rate Study
Exhibit 3: Projected Revenue Requirements

Description	Projected Fiscal Year Ending Sept. 30,				
	2024	2025	2026	2027	2028
Operating Expenses	\$2,100,645	\$2,178,300	\$2,265,400	\$2,357,100	\$2,452,700
Debt Service					
SRF Loan 2007 SW79102P	\$4,267	\$4,267	\$4,267	\$4,267	\$4,425
SRF Loan 2014 SW061200	60,100	60,100	60,100	60,100	60,100
Proposed Debt Service	154,200	1,850,400	1,850,400	1,850,400	1,850,400
Total Debt Service	\$218,567	\$1,914,767	\$1,914,767	\$1,914,767	\$1,914,925
Other Expenses					
Capital Funded through Rates	\$0	\$0	\$0	\$0	\$0
Gross Revenue Requirements	\$2,319,212	\$4,093,067	\$4,180,167	\$4,271,867	\$4,367,625
Miscellaneous Revenue					
Interest Income	\$263,900	\$108,100	\$126,100	\$144,300	\$162,400
Net Revenue Requirements	\$2,055,312	\$3,984,967	\$4,054,067	\$4,127,567	\$4,205,225
Revenues from Existing Rates	\$3,025,600	\$2,821,700	\$2,846,100	\$2,861,600	\$2,873,800
Revenues from Prior Year Adjustments		0	1,897,400	1,955,400	2,011,700
Total Current Year Revenue	\$3,025,600	\$2,821,700	\$4,743,500	\$4,817,000	\$4,885,500
Percent Adjustment Proposed		66.67%	1.00%	0.99%	0.98%
Adjustment Proposed		\$40.00	\$1.00	\$1.00	\$1.00
Effective Month		Oct	Oct	Oct	Oct
Percent of Current Year Effective		100%	100%	100%	100%
Total Revenue from Current Year Adjustment		\$1,881,100	\$47,400	\$47,700	\$47,900
Total Revenue from Rates	\$3,025,600	\$4,702,800	\$4,790,900	\$4,864,700	\$4,933,400
Total Revenue Surplus / Deficiency	\$970,288	\$717,833	\$736,833	\$737,133	\$728,175

City of Dania Beach
2024 Stormwater Rate Study
Exhibit 4: Reserve Balance Forecast

Description	Projected Fiscal Year Ending Sept. 30,				
	2024	2025	2026	2027	2028
<u>Operating Reserve</u>					
Beginning Reserve Balance	\$6,800,000	\$4,020,288	\$4,738,120	\$5,474,953	\$6,212,086
Operating Surplus/(Deficiency)	970,288	717,833	736,833	737,133	728,175
Bond Funding Reimbursement	0	0	0	0	0
Capital Funding	(3,750,000)	0	0	0	0
Ending Reserve Balance	\$4,020,288	\$4,738,120	\$5,474,953	\$6,212,086	\$6,940,261
Reserve Target (50% of Rate Revenues)	\$1,512,800	\$2,351,400	\$2,395,450	\$2,432,350	\$2,466,700
<u>Bond Construction Fund</u>					
Beginning Fund Balance	\$0	\$23,876,200	\$3,307,300	\$3,307,300	\$3,307,300
Bond Issuance Funds	30,000,000	0	0	0	0
Reimbursement to Operating Fund	0	0	0	0	0
Capital Funding	(6,123,800)	(20,568,900)	0	0	0
Ending Fund Balance	\$23,876,200	\$3,307,300	\$3,307,300	\$3,307,300	\$3,307,300



City of Dania Beach Parks & Recreation Memorandum

DATE: 5/14/2024

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 lease agreement with The School Board of Broward County, Florida for the purpose of allowing the City to make recreational and related improvements on portions of SBBC owned land known as Patrick J Meli Park.

Request:

The Parks and Recreation Department is requesting the adoption of a resolution approving the first amended Recreation Lease Agreement with the School Board of Broward County, Florida, for the purpose of allowing the City to make recreational and related improvements on portions of SBBC owned land known as Patrick J Meli Park.

Background:

On February 12, 2003 the City of Dania Beach approved a forty (40) year lease agreement between the City of Dania Beach and the School Board of Broward County for the lease of Patrick J. Meli Park via Resolution Number 2003-024. On March 3, 2004 the forty (40) year Lease Agreement was executed for the purposes of allowing the City to make recreational and related improvements on portions of SBBC owned land known as Patrick J Meli Park and therefore, utilize recreational facilities as stipulated in the Agreement.

On August 1, 2019 the City Commission adopted the Citywide Parks Master Plan via resolution number 2019-081. The Citywide Parks Master Plan included the new, approved conceptual design of Patrick J Meli Park.

The City has funding available for the design of the Patrick J. Meli Park, however, the original Recreation Lease Agreement must be amended and approved by the City and the School Board of Broward County to memorialize the City's planned new conceptual recreational improvements as adopted by the City Commission as part of the Citywide Parks Master Plan for Patrick J. Meli Park.

Budgetary Impact

Funding for the design of Patrick J Meli Park is appropriated and available within the Parks Masterplan Fund P.J. Meli Park Buildings account no. 302-72-07-572-62-10.

Recommendation

It is recommended that the City Commission adopt the of a resolution approving the first amended Recreation Lease Agreement with the School Board of Broward County, Florida, for the purpose of allowing the City to make recreational and related improvements on portions of SBBC owned land known as Patrick J Meli Park.

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE FIRST AMENDED RECREATION LEASE AGREEMENT WITH THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, (SBBC) FOR THE PURPOSE OF ALLOWING THE CITY TO MAKE RECREATIONAL AND RELATED IMPROVEMENTS ON PORTIONS OF SBBC OWNED LAND KNOWN AS PATRICK J MELI PARK; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on February 12, 2003, the City approved via resolution 2003-024 the execution of a forty (40) year Lease Agreement between the School Board of Broward County and the City of Dania Beach at School Board property known as Patrick J. Meli Park, for the purpose of allowing the City to make recreational and related improvements on portions of SBBC owned land and utilize recreational facilities as stipulated in the Agreement; and

WHEREAS, on August 1, 2019, the City Commission adopted via resolution number 2019-081 the Citywide Parks Master Plan approving the conceptual design for Partrick J. Meli Park; and

WHEREAS, the School Board of Broward County has provided the First Amendment to the Recreational Lease Agreement amending the specific recreational improvements planned for construction on the Leased Premises at the Patrick J. Meli Park site, 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 First Amendment to the Recreational Lease Agreement between the School Board of Broward County and the City of Dania Beach for the location known as Patrick J Meli Park.

Section 3. That Funding for the design of Patrick J Meli Park is appropriated and available within the Parks Masterplan Fund P.J. Meli Park Buildings account no. 302-72-07-572-62-10.

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 LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE 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

THE CITY OF DANIA BEACH

(hereinafter referred to as "City"), a Florida municipal corporation whose principal place of business is 100 West Dania Beach Blvd., Dania Beach, Florida 33004

WHEREAS, on March 4, 2003, SBBC and the City entered into a forty (40) year Lease Agreement (hereafter referred to as the "Agreement") for the purposes of allowing the City to make recreational and related improvements on portions of SBBC owned land known as Patrick J Meli Park (formally known as Griffin Park), and thereafter, utilize the recreational facilities as stipulated in the Agreement; and

WHEREAS, the City desires to amend the current recreational and related improvements delineated in the Agreement and depicted in Exhibit "A"; and

WHEREAS, SBBC and the City mutually desire to amend the Agreement to memorialize the City's planned new conceptual recreational improvements to be construction on the Leased Property at Patrick J Meli Park and depicted in Exhibit "B".

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 The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – AMENDED PROVISIONS

2.01 DELETE and REPLACE Article 2.06 of the Agreement in its entirety with the following:

2.06 IMPROVEMENTS. The location of any and all recreational improvements placed/constructed by the City (hereafter "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 Chief Facilities Officer. 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. Parking Spaces;
2. Multi-purpose Field;
3. Swim Center;
4. Community Center;
5. Pickleball Courts;
6. Tennis Courts;

7. Multi-age Playgrounds;
8. Basketball Court;
9. Softball/Baseball Field
10. Restrooms;
11. Exercise Path;
12. Install fencing, gates, and locks where necessary.

2.02 DELETE and REPLACE Article 2.13 of the Agreement in its entirety with the following:

2.13 MAINTENANCE. 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.

(a) 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.

(b) 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.

(c) 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.

(d) 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.

(e) City will also maintain the pool chemical, mechanical, and filtration systems. City will perform daily and other regular pool maintenance to include chemical balancing, backwashing and other pool maintenance functions. City agrees to maintain the pool temperature at, at least 81 degrees F, and the pool shall be heated if necessary.

2.02 DELETE and REPLACE Article 2.15 of the Agreement in its entirety with the following:

2.15 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.

2.03 DELETE and REPLACE Article 3.13 of the Agreement in its entirety with the following:

3.13 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.

2.04 ADD new Articles 2.21, 2.22, 2.23, 2.24, 2.25, 3.17, 3.18, 3.19 and 3.20 as follows:

2.21 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.

2.22 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.

2.23 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, fines, 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.

2.24 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.

2.25 INCORPORATION BY REFERENCE. **Exhibit A** and **Exhibit B** attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.17 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.

3.18 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 2.12

3.19 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.

3.20 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 3.13 - Force Majeure - hereinabove.

(Remainder of page intentionally left blank)

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)

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

(Remainder of page intentionally left blank)

EXHIBIT A

Current Leased Property- Ariel View

Property Id: 504232010541

**Please see map disclaimer



March 28, 2024

1:1,200
0 55 110 220 ft
0 15 30 60 m

Flight Date : Jan 1, 2024 & Jan 29, 2024 Broward County Property Appraiser

EXHIBIT B

Proposed Improvements Conceptual Drawing – Subject to Change Location of Amenities





City of Dania Beach City Attorney Memorandum

DATE: 5/14/2024

TO: Mayor and Commissioners

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

VIA: Eve A. Boutsis, City Attorney

SUBJECT: Execution of a development agreement with 801 East Dania Beach Blvd LLC, a Florida limited liability company

Request:

The City and the Developer desire to approve the Development Agreement to implement the stormwater infrastructure improvements for the remainder of Gulfstream Road as soon as practical to optimize the stormwater management system's functionality, and control costs associated with future maintenance.

Background:

801 East Dania Beach Blvd, LLC, ("Developer"), owns real property located at 801 E. Dania Beach Blvd. in the City of Dania Beach (the "Property"). On March 22, 2022, the City passed and adopted Resolution No. 2022-055 approving the Developer's site plan, with a condition to construct a multifamily residential building (the "Development") on the Property. As a condition to approval of the Resolution, Developer agreed to make certain drainage improvements, particularly the reconstruction of a portion of Gulfstream Road (Northeast 7th Avenue) along the western boundary of the Property, the cost of which shall be borne solely by the Developer (the "Development Roadway Improvements"). The Development Roadway Improvements will cover approximately 566 feet of Gulfstream Road (Northeast 7th Avenue) east of the centerline from Dania Beach Boulevard to the northwest corner of the Property. The Developer has agreed to complete the design of the stormwater drainage improvements for the entire length of Gulf Stream Road, the cost of which shall be borne solely by the Developer (the "Stormwater Drainage Design"). The Developer will cover the cost of installation of his portion of the design.

Due to Florida Statutes, the Consultants Competitive Negotiation Act (CCNA) requirements, and due to the Developer's timetable, the Developer has agreed to pay for the design, which is not reimbursable to the Developer, by the City. The City can receive the plans as a gift but cannot pay for the plans unless all the requirements of public procurement are complied with.

As public procurement takes time, the Developer would prefer to move quickly and provide the design to the City, at his cost. The Parties agree that it is in the best interest of the Parties and the public to implement the stormwater infrastructure improvements for the remainder of Gulfstream Road as soon as practical to optimize the stormwater management system's functionality, and control costs associated with future maintenance. In addition to the savings to the City of the Developer paying for the cost of designing the stormwater plan, the complete design will

enhance the City's opportunities for to seek and receive grants for the construction portion of the project. Stormwater drainage is a top priority of the City, and the City continues to seek all funding opportunities to assist us with defraying the cost of installation of the system.

Budgetary Impact

The design of the drainage system along the entirety of Gulfstream Rd will be paid for by the developer – there will be no cost to the City. However, ultimate construction of the City's portion of the drainage system will be procured and paid for by the City following competitive procurement consistent with Florida Statutes/CCNA.

Recommendation

That the City Commission approves attached development agreement.

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT WITH 801 EAST DANIA BEACH BLVD LLC, A FLORIDA LIMITED LIABILITY COMPANY (“DEVELOPER”), TO MAKE CERTAIN DRAINAGE IMPROVEMENTS, PARTICULARLY THE RECONSTRUCTION OF A PORTION OF GULFSTREAM ROAD (NORTHEAST 7TH AVENUE), THE COST OF WHICH SHALL BE BORNE SOLELY BY DEVELOPER; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, 801 East Dania Beach Blvd, LLC, (“Developer”), owns real property located at 801 E. Dania Beach Blvd. in the City of Dania Beach (the “Property”); and

WHEREAS, on March 22, 2022, the City passed and adopted Resolution No. 2022-055 approving the Developer’s site plan, with condition to construct a multifamily residential building (the “Development”) on the Property; and

WHEREAS, as a condition to approval of the Resolution, Developer agreed to make certain drainage improvements, particularly the reconstruction of a portion of Gulfstream Road (Northeast 7th Avenue) along the western boundary of the Property, the cost of which shall be borne solely by the Developer (the “Development Roadway Improvements”); and

WHEREAS, the Development Roadway Improvements will cover approximately 566 feet of Gulfstream Road (Northeast 7th Avenue) east of the centerline from Dania Beach Boulevard to the northwest corner of the Property; and

WHEREAS, the Developer has agreed to complete the design of the stormwater drainage improvements for the entire length of Gulf Stream Road, the cost of which shall be borne solely by the Developer (the “Stormwater Drainage Design”); and

WHEREAS, the Parties agree that it is in the best interest of the Parties and the public to implement the stormwater infrastructure improvements for the remainder of Gulfstream Road as soon as practical to optimize the stormwater management system’s functionality, and control costs associated with future maintenance; and

WHEREAS, the City and the Developer desire to approve the Development Agreement, which Agreement is attached as Exhibit “A” and is made part of and incorporated into this Resolution by this reference.

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

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

Section 2. That the City Commission authorizes a Development Agreement for the Project in connection with the development at 801 East Dania Beach Blvd, LLC (“Developer”), a copy of which is attached as Exhibit “A” and is made part of and incorporated into this Resolution by this reference; provided, however that no agreement will be effective unless and until it has been executed by all parties.

Section 3. That the proper City officials are authorized to execute all necessary documents and to take any necessary action to effectuate the intent of this Resolution.

Section 4. That the City Manager and City Attorney are authorized to make minor revisions to the application as may be deemed necessary and proper for the best interests of the City.

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

Exhibit “A”

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“Agreement”) entered into this ____ day of _____ 2024 (the “Effective Date”), by and between 801 East Dania Beach Blvd LLC (the “**DEVELOPER**”) and the City of Dania Beach, a Florida municipal corporation and a political subdivision of the State of Florida (the “**CITY**”).

W I T N E S S E T H:

WHEREAS, DEVELOPER owns real property located at 801 E. Dania Beach Blvd. in the CITY, the legal description of which is attached hereto and made a part hereof as **Exhibit “A”** (the “**Property**”); and

WHEREAS, on March 22, 2022, CITY passed and adopted Resolution No. 2022-055 (the “**Resolution**”), which is attached hereto and made a part hereof as **Exhibit “B,”** approving DEVELOPER’S site plan, with conditions, to construct a multifamily residential building (the “**Development**”) on the Property; and

WHEREAS, as a condition to approval of the Resolution, DEVELOPER agreed to design and construct certain roadway and drainage improvements, particularly the reconstruction of a portion of Gulfstream Road (NE 7th Avenue) along the western boundary of the Property, the cost of which shall be borne solely by DEVELOPER (the “**Development Roadway Improvements**”); and

WHEREAS, the Development Roadway Improvements will cover approximately 566 feet of Gulfstream Road (NE 7th Avenue) east of the centerline from Dania Beach Boulevard to the northwest corner of the Property (the “**Development Roadway Site**”), which is further described on **Exhibit “C”**;

WHEREAS, DEVELOPER also agreed to design the stormwater drainage improvements for the entire length of Gulf Stream Road (the “**Stormwater Drainage Improvements**”), the cost of which shall be borne solely by DEVELOPER; and

WHEREAS, the Parties agree that it is in the best interest of the Parties and the public to implement the Stormwater Drainage Improvements for Gulfstream Road as soon as practical to optimize the stormwater management system’s functionality, and control costs associated with future maintenance.

NOW, THEREFORE, for and in consideration of the mutual exchange of the promises and agreements contained herein and other good and valuable consideration, DEVELOPER and CITY hereby agree as follows:

1. **Incorporation of Whereas Clauses.** The foregoing whereas clauses are hereby incorporated into this Agreement and made a part hereof.

2. **Definitions.** When used in this Agreement, the terms as defined, shall apply:

“Development Roadway Improvements Plans and Specifications” means the plans and specifications for the design, development and construction of the Development Roadway Improvements at the final design completion stage approved by the CITY, which shall include fully detailed drawings showing the location, character, dimensions and details of the work to be done, and specifications related to the Development Roadway Improvements, comprising all of the written directions, provisions and requirements for the Development Roadway Improvements, and describing the work required to be performed, including detailed technical requirements as to labor, materials, supplies, equipment and standards to which such work is to be performed. Development Roadway Improvements Plans and Specifications includes the Stormwater Drainage Plans and Specifications for the portion of the Stormwater Drainage Improvements within the Development Roadway Site,

“Stormwater Design Plans and Specifications” means the plans and specifications for the design, development and construction of the Stormwater Drainage Improvements at the final design completion stage approved by the CITY, and which shall include fully detailed drawings showing the location, character, dimensions and details of the work to be done, and specifications related to the Stormwater Drainage Improvements, comprising all of the written directions, provisions and requirements for the Stormwater Drainage Improvements, and describing the work required to be performed, including detailed technical requirements as to labor, materials, supplies, equipment and standards to which such work is to be performed.

“Final Project Documentation” means project plans, permits, specifications, warranties, and other documentation related to the Development Roadway Improvements.

“As-Built Drawings” means updated drawings reflecting any changes made during construction, providing an accurate representation of the completed Development Roadway Improvements.

“Warranty Information” means information on warranties provided by manufacturers and suppliers for materials and equipment installed during construction of the Development Roadway Improvements.

“Engineer of Record” means the professional engineer or engineering firm contracted or employed by DEVELOPER and registered in the State of Florida who is responsible for the preparation of the plans and specifications for the Stormwater Drainage Improvements for Gulf Stream Road.

3. Stormwater Drainage Design. At the DEVELOPER’s sole cost and prior to the start of construction of the Development Roadway Improvements, DEVELOPER shall cause its Engineer of Record to prepare and submit the Stormwater Design Plans and Specifications. Once the Stormwater Design Plans and Specifications have been approved by the CITY, the plans will be incorporated as **Exhibit “D.”** The Engineer of Record as DEVELOPER’s representative shall review, comment on, approve and respond to design clarification requests that arise during CITY’s construction bid process for the City Roadway Improvements, and revise or prepare new plan sheets to implement any necessary design clarification. Any such revised or prepared plan sheets shall be included as part of **Exhibit “D”**.

4. **Development Roadway Improvements** At the DEVELOPER's sole cost, DEVELOPER shall cause the Development Roadway Improvements Plans and Specifications to be prepared by its Engineer of Record, and DEVELOPER shall construct and install the Development Roadway Improvements in accordance with applicable City, County and/or State of Florida Department of Transportation standards and specifications.

- a. Once the Development Roadway Improvements Plans and Specifications have been approved by the applicable regulatory agencies, including the CITY, the Development Roadway Improvements Plans and Specifications shall be incorporated to this Agreement as **Exhibit "E."**
- b. Construction plans for the Development Roadway Improvements must be submitted to the CITY and all other Governmental Authorities with jurisdiction for review and approval, and must be approved by the CITY prior to commencement of construction.
- c. Schedules and plans for the diversion and modification of traffic along Gulfstream Road must be submitted to and approved by the CITY.
- d. Construction of the Development Roadway Improvements must be consistent with approved Development Roadway Improvements Plans and Specifications, and all applicable laws, and will be subject to inspection and approval by the CITY;
- e. DEVELOPER shall be responsible for any damage to the road system until final acceptance.
- f. The components of the Development Roadway Improvements in public rights of way and public easements shall be dedicated to the CITY. When dedicated to the CITY upon approval and final acceptance by the CITY, system components shall become the property of the CITY and thereafter be maintained by the CITY.
- g. Within thirty (30) days of final completion of the Development Roadway Improvements, DEVELOPER shall deliver the following to the CITY, as applicable: (a) Final Project Documentation; (b) As-Built Drawings; (c) Warranty Information; (d) a bill of sale for all systems and equipment installed in connection with the Development Roadway Improvements; and (e) copies of any permits or approvals related to the Development Roadway Improvements issued by any government agency other than the CITY.

4. **Insurance.** Prior to commencing construction of the Development Roadway Improvements, DEVELOPER shall obtain insurance coverage in compliance with the CITY's insurance requirements set forth on **Exhibit "F."** DEVELOPER shall provide insurance policy endorsements to the CITY naming the CITY as additional insured on a primary and noncontributory basis with respect to Comprehensive General Liability coverage for the Development Roadway Improvements work performed by DEVELOPER. DEVELOPER shall maintain the required insurance coverage until the CITY has determined that the Development Roadway Improvements have been completed.

5. **License.** Subject to the terms and conditions of this Agreement, CITY hereby grants to the DEVELOPER, without warranty or representation, a limited, revocable, non-exclusive license ("License"), upon the terms and conditions contained in this Agreement, to use the Development Roadway Site and appurtenant areas to complete the Development Roadway Improvements; provided, however, that DEVELOPER shall at all times comply with this Agreement. CITY and DEVELOPER understand and agree that this License is not, and shall not be deemed to constitute, a lease of the Development Roadway Site. The License granted by this Agreement (i) is a privilege to the non-exclusive use of the Development Roadway Site and appurtenant areas to construct and install the Development Roadway Improvements and for other purposes related to the completion of the Development Roadway Improvements and does not give DEVELOPER the right to use the Development Roadway Site for any other purpose or use whatsoever; and (ii) does not operate to confer on or vest in DEVELOPER any title, interest, or estate. DEVELOPER expressly acknowledges and agrees that this Agreement does not, and shall not be considered, construed or deemed to give DEVELOPER exclusive use of the Development Roadway Site, and that the Development Roadway Site may be used at all times by the CITY and any of its designees. Upon DEVELOPER's completion of the Development Roadway Improvements, which shall include removal of any fencing or screening, removal of all debris, garbage and other materials from the Development Roadway Site and appurtenant areas, and CITY's acceptance of the Development Roadway Improvements, the License shall automatically terminate.

6. **Mutual Cooperation.** CITY hereby covenants and agrees to cooperate in its proprietary and not regulatory capacity, with DEVELOPER in any and all reasonable respects that may be requested by DEVELOPER regarding: (i) design and construction of the Development Roadway Improvements; (ii) expediting completion of the City Roadway Improvements; and (iii) allowing occupancy and operation of the Development upon satisfaction of Sections 2 and 3 above. The CITY's covenant to use all reasonable efforts to cooperate with DEVELOPER does not constitute a waiver by the CITY of its regulatory capacity and police powers with respect to the Development Roadway Improvements. DEVELOPER hereby covenants and agrees to abide by such further orders or directions as may be reasonably given by the CITY as may be necessary to implement and carry out the terms and intent of this AGREEMENT, provided such further orders or directions are usually and customarily required of like developments similarly stated.

7. **CITY Inspection.** As further part of this Agreement, it is hereby understood and agreed that any official inspector of the CITY, or its agents duly authorized, may have the privilege at any time of entering and inspecting the work on Development Roadway Improvements to confirm that the work performed complies with the approved plans and with applicable City, County and/or State of Florida Department of Transportation standards and specifications.

8. **Necessity of Complying with Local Regulations Relative to Development Permits.** DEVELOPER and the CITY agree that the failure of this Agreement to address a particular permit, condition, term, or restriction as of the Effective Date shall not relieve the DEVELOPER of the necessity of complying with the law governing said permitting requirements, conditions, term, or restriction in effect as of the Effective Date.

9. **Amendments.** No modification, amendment, or release of the terms or conditions contained herein shall be effective unless contained in a written document executed by CITY and DEVELOPER.

10. **Notices.** Any notice, demand or other communication required or permitted under the terms of this Agreement shall be in writing, made by overnight delivery services or certified mail, return receipt requested, and shall be deemed to be received by the addressee one (1) business day after sending by overnight delivery services, and three (3) business days after mailing, if sent by certified mail. Notices shall be addressed as provided below:

As to CITY:

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

with a copy to:

Eve A. Boutsis
City Attorney
City of Dania Beach
100 W. Dania Beach Boulevard
Dania Beach, Florida 33004

As to DEVELOPER:

801 East Dania Beach Blvd. LLC
3211 Ponce De Leon Blvd Suite 301
Coral Gables, Fl 33134
Attn: Rex Barker

with a copy to:

Paul S. Figg, Esq.
Berger Singerman LLP
201 E. Las Olas Boulevard, Suite 1500
Fort Lauderdale, Florida 33301

11. **Entire Agreement.** This Agreement constitutes the entire understanding and agreement between the parties and supersedes all prior negotiations and agreements between them with respect to all or any of the matters contained herein.

12. **Waiver.** The failure of any party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach or of any future violation, breach, or wrongful conduct.

13. **Governing Law and Venue.** This Agreement will be interpreted and enforced in accordance with Florida law. Venue for any litigation arising out of this Agreement will be Broward County, Florida. The parties hereby voluntarily waive any right to a trial by jury in any litigation which may arise out of or in connection with this Agreement or the performance hereof.

14. **Attorneys' Fees.** In the event of any controversy arising under or related to the interpretation or implementation of this Agreement or any breach thereof, the CITY or DEVELOPER, as the case may be, as the prevailing party, shall be entitled to payment for all reasonable attorneys' fees, paralegals' fees, experts' fees, mediation fees and cost incurred in connection therewith both at the trial and appellate levels.

15. **City's Tort Liability.** Any tort liability to which the CITY is exposed under this Agreement will be limited to the extent permitted by applicable law and subject to the provisions and monetary limitations of Section 768.28, Florida Statutes, as may be amended, which statutory limitations will be applied as if the parties had not entered into this Agreement. The CITY expressly does not waive any of its rights and immunities under applicable law.

16. **Indemnity.** DEVELOPER agrees, to the fullest extent permitted by law, to indemnify and hold the CITY harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by the DEVELOPER's negligent or intentional acts, errors or omissions in the performance of its obligations under this AGREEMENT and those of its contractors/subcontractors or anyone for whom the DEVELOPER is legally liable. Neither party will be responsible to the other for consequential damages including, but not limited to, loss of profit, loss of investment or business interruption.

17. **Counterpart.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument.

18. **Construction of Agreement.** Both parties to this Agreement have substantially contributed to the drafting and negotiation of this Agreement, and this Agreement shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The parties acknowledge that they have thoroughly read this Agreement, including all exhibits and attachments, and have sought and received whatever competent legal advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations set forth in this Agreement.

19. **No Third Party Rights.** Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto and their respective successors and assigns, any rights or remedies under or by reason of this Agreement.

20. **Severability.** This Agreement is intended to be performed in accordance with and only to the extent permitted by applicable law. If any provisions of this Agreement, or the application of any provisions of this Agreement, to any person or circumstance is for any reason and to any extent, invalid or unenforceable, but the extent of the invalidity or unenforceability does not destroy the basis of the bargain between the parties contained herein, the remainder of this Agreement and the application of such provision to other persons or circumstances will not be affected, and will be enforced to the fullest extent permitted by law.

21. **Successors and Assigns.** This Agreement and all obligations of the parties under this Agreement will be binding upon and will inure to the benefit of the CITY and the DEVELOPER, and their permitted legal representatives, successors, and assigns.

22. **Time of the Essence.** All time limits and obligations in this Agreement are of the essence.

SIGNATURES ON THE FOLLOWING PAGES

The parties have signed this Agreement on the Effective Date.

DEVELOPER:

801 EAST DANIA BEACH BLVD LLC

By: _____
Joseph Milton

Date: _____, 2024

Attested:

By: _____
Print name: _____
Title: _____

ACKNOWLEDGEMENT:

STATE OF FLORIDA)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024,
by _____, as _____ of 801 EAST DANIA BEACH
BLVD LLC who is personally known to me or produced
_____ as identification.

NOTARY PUBLIC:

(SEAL)

My Commission expires:

Print Name: _____

CITY:

CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation

ELORA RIERA
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND
CORRECTNESS:

ANA M. GARCIA, ICMA-CM
CITY MANAGER

EVE A. BOUTSIS
CITY ATTORNEY

Exhibit A

Property – Legal Description

LEGAL DESCRIPTION:

The West one-half of the Southwest one-fourth of the Northeast one-fourth of the Southwest one-fourth of Section 35, Township 50 South, Range 42 East, LESS the West 25 feet thereof, and LESS State Road A1A, and LESS any existing road rights-of-way, all lying and being in Broward County, Florida.

Exhibit B

Resolution No. 2022-055

RESOLUTION NO. 2022-055

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE SITE PLAN MODIFICATION (SP-035-13MOD2), SUBMITTED BY J. MILTON AND ASSOCIATES, FOR THE PROPERTY LOCATED AT 801 EAST DANIA BEACH BOULEVARD IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT "A"; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 28, the "Land Development Code" (the "LDC"), Part 6, entitled "Development Review Procedures and Requirements," Article 635, entitled "Site Plans" of the City Code of Ordinances (the "City Code") provides that site plan approval is required as a condition to the issuance of a building permit; and

WHEREAS, on October 22, 2013, the Dania Beach City Commission passed and adopted Resolution No. 2013-131, approving a Site Plan for the proposed construction of a thirteen (13) story, mixed-use building with approximately 14,000 square feet of commercial, 352 residential units and public parking (SP-35-13) for property located at 801 East Dania Beach Boulevard in the City of Dania Beach, Florida (the "Property"), as legally described in Exhibit "A", a copy of which is made a part of and incorporated into this Resolution by this reference; and

WHEREAS, J. Milton and Associates (the "Applicant") is requesting modification of the previously approved site plan (Seaview II/Mile Marker 55), increasing from 352 to 450 dwelling units and from thirteen (13) to fourteen (14) stories, for the property located at 801 East Dania Beach Boulevard. (SP-035-13MOD2) as referenced in Exhibit "B," a copy of which is made a part of and incorporated into this Resolution by this reference; 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 revised Site Plan (SP-035-13MOD2) is consistent with the City's Land Development Code 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 part of and incorporated into this Resolution by this reference.

Section 2. That pursuant to Chapter 28 “Land Development Regulations,” Part 6 “Development Review Procedures and Requirements,” Article 635 “Site Plans,” the following Site Plan Modification (SP-035-13MOD2), attached as Exhibit “B,” is approved subject to compliance with the following conditions which must be satisfied prior to issuance of a building permit unless a different timeframe is specified within a specific condition (references to Sections are to those in the LDC):

- 1) The applicant shall enter into a Development Agreement with the City to address drainage improvements needed on the entire length of Gulf Stream Road, addressing the drainage system, stage storage and pipe sizing calculations, method of drainage, control of stormwater and groundwater, existing and recurring high-water elevations, drainage structures, canals, ditches and other pertinent information associated with the system, based on a report form prepared by the Engineer of Record. (Planning & Zoning)
- 2) Submit a revised plat to be approved by Broward County. (Planning & Zoning)
- 3) Per the Broward Trafficways plan, a ROW width of 110’ is required along Dania Beach Blvd. . (Planning & Zoning)
- 4) RECREATION AND OPEN SPACE IMPACT FEE: Per Resolution No. 2015-071, \$1,364.00 per Multifamily Dwelling must be paid for Recreation and Open Space Impact Fee at time of building permit issuance. Therefore, applicant must pay \$ 613,800.00 (\$1,364 X 450 units) prior to issuance of a building permit. (Planning & Zoning)
- 5) CONSTRUCTION SCREENING: Per O-2017-027 & O-2018-019. Commercial properties under construction are required to provide security fencing, with screening showing the project rendering, that will cover at least 75% of the length of the fence along an arterial or state right-of-way & 25% coverage for local roads. The screening must include the name and intended use of the project, project rendering, project website address, and owner or agent, the telephone number for the owner or agent, and the name and an emergency contact telephone number of the general contractor. (Planning & Zoning)
- 6) RAC TRAFFIC IMPACT MITIGATION: CRA mitigation for traffic impact fee is due based on the authority contained in Resolution No. 2014-049, which established a rate of \$21.26 per p.m. peak hour trip. Therefore, Applicant must pay \$ 2,806.32 (132 AM trips X \$21.26) prior to issuance of a building permit. Updated per traffic study provided by A&P Engineering, as revised January 6, 2022. (Planning & Zoning)
- 7) PUBLIC ART PROGRAM: Per O-2019-025, the applicant shall pay into the Public Art Fund either:
 - a) Pay In-Lieu Public Art Fee: One-half of one percent (0.5%) of the cost of the proposed development project, as an “in-lieu” public art fee, with a minimum payment of \$5,000 and a maximum payment of \$250,000; or
 - b) Combination of In-Lieu Public Art Fee and Placement of Art on Site: Placement of art on the site of the development project, minimum value of one-quarter of one percent (0.25%) of construction cost, along with a one-quarter of one percent (0.25%) payment of an “in-lieu” public art fee. (Planning & Zoning)
- 8) Provide a revised site plan meeting all Landscape Code Requirements or obtain a variance prior to issuance of a building permit. (Planning & Zoning)

- 9) Provided a tree data table including condition ratings as required by Section 275-80(C)(4) of the City's Land Development Code (LDC). (Landscaping)
- 10) In addition to specimen seagrape trees 4329 and 4330, tabebuia tree 4377 appears to be specimen sized and all three (3) will require an appraisal in accordance with Sec. 825-140(C) of the LDC. In addition, an arborist evaluation/report and relocation plan will be required to clarify if the relocation trees will be staged, or if the receiving site will be prepared in advance. (Landscaping)
- 11) Show the proposed width of the perimeter and VUA buffers both on the Landscape Requirements table and the plan view sheet either delineating the interior boundary or providing dimension bars [Sec. 275-80(N) of the LDC]. Please include a scale bar in addition to the 20 scale provided. Ensure the northern VUA buffer meets minimum width requirements. (Landscaping)
- 12) In the Landscape Requirements Table the Perimeter Buffer section should reference Section 275-130 of the LDC. (Landscaping)
- 13) In the landscape requirements table, Section 307-20 of the LDC, should be included and it should identify the proposed street trees requirements for the total frontage along Dania Beach Boulevard and Gulfstream Road (sabal palms every 15'). If the design cannot satisfy the street tree requirements, a variance will be required. (Tier 1). (NOTE: Even though Dania Beach Boulevard is a designated Broward County Trafficway, it is a State Road and Royal Palms are not allowed on State Roads for safety and visibility purposes, so the default installation shall be sabal palms along both streets). (Landscaping)
- 14) In the landscape requirements table for Section 275-140 of the LDC, indicate the total square footage of NVUA. (Landscaping)
- 15) Correct plans to show correct number of CE buffer trees on the East, and CE NVUA trees on the north (using a different tree symbol). Correct the CE tree on the north labeled "N"; it is too far from the property line to be a buffer tree and should be labeled "M". (Landscaping)
- 16) If the relocated Seagrapes are to be considered buffer trees, they must be rooted within the 10' buffer zone. However, both seem to be located slightly outside the north and south buffer zones. If true, adjust location or re-label surrounding trees as necessary to satisfy buffer tree requirements in another way, and attribute the relocated specimens as NVUA plantings. (Landscaping)
- 17) Correct the discrepancy on the north perimeter buffer (13 proposed SG, tree tag only counts 11), and the subtotal of trees proposed at the bottom of the plant list so it equals the sum of the trees in the list. Advise how these numbers are calculated. (Landscaping)
- 18) Verify NVUA mitigation trees have adequate space from the structure to meet spacing requirements in Section 275-190(H), of the LDC. (Landscaping)
- 19) The FDOT Pre-Application letter, stating that the driveway connection to SR A1A/East Dania Beach Boulevard is permitted, shall be provided. (Traffic Engineering)
- 20) The mitigation strategy with regard to SR A1A/East Dania Beach Boulevard/US 1, as stated in the conclusion of the traffic study, should be implemented. (Traffic Engineering)
- 21) The comment response to the question of gates at the access connections is that they may be considered in the future. If gates are considered in the future, there shall be sufficient lanes for residents, guests and turnaround for when access is not permitted or available. The available queue storage (driveway length) shall be a minimum of 75 feet from Gulfstream Road per the Institute of Transportation Engineers (ITE) standard. FDOT will have their

- own driveway length requirements for SR A1A/East Dania Beach Boulevard. (Traffic Engineering)
- 22) Address the signing and marking. (Traffic Engineering)
- 23) Signal retiming at the intersection of SR-A1A/E Dania Beach Boulevard and SR-5/US-1 with regards to the north, south and west approaches. (Traffic Engineering)
A signal warrant analysis at SR A1A/East Dania Beach Boulevard shall be prepared six (6) months after the Certificate of Occupancy is issued and before 12 months after the Certificate of Occupancy is issued. (Traffic Engineering) If signal is not warranted by FDOT, reconfigure the median channelization and the lane configurations of the southbound approach of the intersection of SR-A1A/E Dania Beach Boulevard and Gulfstream Road to prevent the southbound left turns. (Traffic Engineering)
- 24) Show tapping details for the 12" watermain. (Engineering)
- 25) Must connect to City's pressurized sewage system (force main) which may require building a private lift station. (Engineering)
- 26) Provide drainage calculations for the site (10 years, 25 years, 100 years). Provide a narrative for proposed drainage plans. Describe water quality, water quantity and drainage design criteria for the project. Discuss outfall and discharge if applicable. Please provide narrative for both onsite and offsite drainage facilities as applicable. Respond to the following:
- a) Please demonstrate retention of 25 year 3 day design storm.
 - b) Please provide 10 year 1 day protection for parking lot grade.
 - c) Demonstrate 100 year zero discharge stage and FFE elevation criteria.
 - d) Proposed yard drains, trench drains draining to R/W shall not be allowed.
 - e) Demonstrate all roof drainage is connected to drainage wells or exfiltration trench.
 - f) The drainage from rear lot, side lot areas need to be contained onsite. (Engineering)
- 27) Provide preliminary data of the drainage system (stage storage and pipe sizing calculations with the construction plans in a report form prepared by the Engineer of Record indicating the method of control of stormwater and groundwater, including the method of drainage, existing water elevations, recurring high-water elevations, proposed design water elevations, drainage structures, canals, ditches and other pertinent information associated with the system. (Engineering)
- 28) Provide retention calculations indicate that an additional nine thousand one hundred twenty-five (9,125) cubic feet of additional stormwater retainage per acre of development below the elevation of 10.0 is being provided. (Engineering)

Section 3. That pursuant to Section 635-100 "Expiration of Site Plans" of the LDC, Site Plan (SP-035-13MOD2) approval shall automatically expire and become null and void unless the Applicant files a complete building permit application with construction drawings for the improvements shown on the Site Plan, within eighteen (18) months from the date of this Resolution.

Section 4. That such application must be reviewed by the Broward County Aviation Department; the point of contact is William Castillo, Airport Planner, located at 220 SW 45 Street, Suite 101, Dania Beach, Florida 33312 (954) 359-6100.

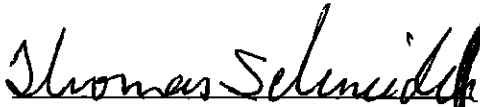
Section 5. That the issuance of a development permit by a municipality does not in any way create any right on the part of an Applicant to obtain a permit from a state or federal agency, and does not create any liability on the part of the municipality for issuance of the permit if the Applicant fails to obtain requisite approvals or does not fulfill the obligations imposed by a state or federal agency, or undertakes actions that result in a violation of state or federal law.

Section 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 in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on March 22, 2022.

ATTEST:


THOMAS SCHNEIDER, CMC
CITY CLERK




TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

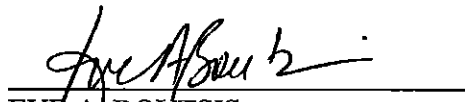

EVE A. BOUTSIS
CITY ATTORNEY

Exhibit C

Development Roadway Site – Legal Description

The west Twenty-Five (25) feet of the West one-half of the Southwest one-fourth of the Northeast one-fourth of the Southwestern one-fourth of Section 35, Township 50 South, Range 42 East, all lying and being in Broward County, Florida.

Exhibit D
Stormwater Drainage Plans and Specifications

Exhibit E

Development Roadway Improvements Plans and Specifications

[On file with the City of Dania Beach Public Works Department]

Exhibit F

Insurance Requirements

Insurance Requirements. The Contractor shall not commence Work under the Agreement until Contractor has obtained all insurance required under this Article. The Contractor shall not allow any employee of Contractor or any Subcontractor to commence Work until all Coverages required have been obtained and approved by the Risk Manager of the City. In addition, Contractor shall be responsible for any and all policy deductibles and self-insured retentions.

All Certificates of Insurance must clearly identify the Agreement to which they pertain, including a brief description of the subject matter of the Agreement. The certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days' prior written notice has been given to City. If this coverage is not provided, then Contractor is responsible for providing such notice to City. Insurance policies for required coverages shall be issued by companies authorized to do business under the laws of the State of Florida and any such companies' financial ratings must be no less than A-VII in the latest edition of the "BEST'S KEY RATING GUIDE", published by A.M. Best Guide. In the event that the insurance carrier's rating shall drop, the insurance carrier shall immediately notify the City in writing.

Coverages shall be in force until all Work required to be performed under the terms of the Agreement is satisfactorily completed as evidenced by the formal written acceptance by the City. In the event insurance certificates provided to City indicate that the insurance shall terminate and lapse during the period of the Agreement, including any applicable warranty period, then in that event, the Contractor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverages for the balance of the period of the Agreement, including any extension of it, and including any applicable warranty period, is in effect. **THE CONTRACTOR SHALL NOT PERFORM OR CONTINUE WORK PURSUANT TO THE CONTRACT, UNLESS ALL COVERAGES REMAIN IN FULL FORCE AND EFFECT. ANY DELAY IN THE WORK CAUSED BY A LAPSE IN COVERAGE SHALL BE NON-EXCUSABLE, SHALL NOT BE GROUNDS FOR A TIME EXTENSION, AND WILL BE SUBJECT TO ANY OTHER APPLICABLE PROVISIONS DESCRIBED IN THE CONTRACT OR ELSEWHERE IN THE PROPOSAL DOCUMENTS CONCERNING CONTRACTOR DELAY.**

The below coverages are minimum limit requirements. Umbrella or Excess Liability policies are acceptable to provide the total required liability limits, as long as the Risk Manager of the City reviews and approves in writing the insurance limits on each of the policies. The City must approve any changes to these specifications and has the right to review and amend coverage requirements. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements. Contractor shall be responsible for any deductible amounts.

GENERAL LIABILITY INSURANCE is to include bodily injury, broad form property damage, products/completed operations, blanket contractual liability, and personal/advertising injury with limits of no less than One Million Dollars (\$1,000,000.00) per occurrence, and Two Million Dollars (\$2,000,000.00) annual aggregate.

**SPECIAL PROVISIONS AS TO GENERAL LIABILITY INSURANCE:
(to be confirmed on or attached to the Official Certificate of Insurance)**

- The City of Dania Beach, Florida” is to be added as a named “Additional Insured”;
- Additional Insured status is included for Products completed operations coverage for a period of no less than five (5) years
- Additional insured coverage shall be no more restrictive than Insurance Services Office (ISO) form CG 2037 (-7 04);
- Contractor’s Insurance shall be primary and non-contributory
- Waiver of Subrogation in favor of the City
- 30 Days’ Notice of Cancellation or modification to City (if not available on the insurance policies, then Contractor has responsibility for notification);
- Copy of Additional Insured Endorsement or other endorsements may be attached to the Certificate.

WORKERS’ COMPENSATION INSURANCE shall be maintained by Contractor and any Subcontractors during the life of the Agreement, including any applicable warranty period(s), and it is to apply to all “statutory employees” of Contractor (as that phrase is defined by Chapter 440, Florida Statutes), in compliance with the “Workers’ Compensation Law” of the State of Florida and all applicable federal laws, for the benefit of the Contractor, its employees, and Subcontractors.

In the case any work is sublet as otherwise addressed in the Agreement or Bid Documents, the Contractor shall require any Subcontractors similarly to provide Workers’ Compensation Insurance for all of the latter’s employees, in addition to any coverage afforded by the Contractor, by furnishing statutory limits Part A, and Employers’ Liability Part B with limits of \$100,000.00 each accident, \$100,000.00 each employee and \$500,000.00 policy limit for disease.

IN NO EVENT SHALL THE CONTRACTOR BE PERMITTED TO UTILIZE IN THE PROSECUTION OF THE WORK, THE FOLLOWING:

- A) ANY EMPLOYEE, SUBCONTRACTOR OR SUBCONTRACTOR EMPLOYEE WHO IS EXEMPTED OR PURPORTED TO BE EXEMPT FROM WORKERS’ COMPENSATION INSURANCE COVERAGE; OR
- B) ANY EMPLOYEE, SUBCONTRACTOR OR SUBCONTRACTOR EMPLOYEES WHO WILL BE COVERED BY AN EMPLOYEE LEASING ARRANGEMENT.

**SPECIAL PROVISIONS AS TO WORKERS’ COMPENSATION INSURANCE:
(to be confirmed on or attached to the Official Certificate of Insurance)**

- 30 Days' Notice of Cancellation or modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and
- Waiver of Subrogation.

AUTOMOBILE LIABILITY INSURANCE shall be maintained with combined single limits of no less than One Million Dollars (\$1,000,000.00), to include coverage for owned, hired, and non-owned vehicles.

SPECIAL PROVISIONS AS TO AUTOMOBILE LIABILITY INSURANCE (to be confirmed on or attached to the Official Certificate of Insurance):

- A) "The City of Dania Beach" is added as a named "Additional Insured";
- B) 30 Days' Notice of Cancellation or modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and
- C) Waiver of Subrogation.



City of Dania Beach Finance Memorandum

DATE: 5/14/2024

TO: Mayor and Commissioners

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

VIA: Frank L. DiPaolo, Chief Financial Officer
Darryl McFarlane, IT Division Director

SUBJECT: Approval of a resolution declaring certain equipment to be obsolete, surplus, and of no further use to the City of Dania Beach and declaring the intent of the City to dispose of the same at the direction of the City Manager

Request:

The Finance Department is requesting approval of a resolution declaring specific Information Technology and Exercise equipment to be obsolete, surplus, and of no further use to the City of Dania Beach and declaring the intent of the City to dispose of the same at the direction of the City Manager.

Background:

The City of Dania Beach has purchased various Information Technology-related equipment (the "Equipment") over the years. The Chief Financial Officer and Information Technology Division Director recommend disposal and, in some circumstances, auction sale of the Equipment due to acquisitions of replacement equipment and other technology.

Additionally, two pieces of exercise equipment purchased for Fire Rescue are inoperable. The equipment is over 14 years old and has been deemed not economical to repair.

Upon approval of the Resolution, the City Manager is authorized to dispose of such property in any manner or method determined to be most financially advantageous to the City.

Budgetary Impact

Recommendation

Approve the resolution declaring specific Information Technology equipment to be obsolete, surplus, and of no further use to the City of Dania Beach and declaring the intent of the City to dispose of the same at the direction of the City Manager.

RESOLUTION 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, DECLARING SPECIFIC EQUIPMENT TO BE OBSOLETE, SURPLUS AND OF NO FURTHER USE TO THE CITY AND DECLARING THE INTENT OF THE CITY TO DISPOSE OF THE SAME AT THE DIRECTION OF THE CITY MANAGER; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dania Beach has purchased or otherwise acquired various related equipment over the years; and

WHEREAS, the Chief Finance Officer and Information is recommending disposal of certain equipment that has been become obsolete and/or replaced by new acquisitions; and

WHEREAS, the City Administration recommends that the City Commission approve the declaration of such property as surplus and authorize the City Manager to dispose in accordance with City policy and Florida Statutes.

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

Section 1. That the City Commission approves the recommendation for the surplus and disposal of the equipment as referenced in Exhibit “A”, a copy of which is attached to and is made a part of this Resolution by this reference, and which equipment is no longer required for service and is declared to be obsolete, surplus and of no further use to the City.

Section 2. That the City Manager is authorized by the City Commission to dispose of such property in any manner or method which he determines will generate the most revenue to the City, in accordance with City policy and Florida Statutes.

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

Section 4. That this Resolution shall become effective 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

Computers

[illegible]

Laptops

Serial Number	Model
2CE2571BLG	HP Probook 4540s
5CG4442QHR	HP Elitebook 840
5CG5522T41	HP ProBook 650 G1
597SO42	Inspiron
NXGR7AA01282105	N17W2
5CG437207D	HP Elitebook 840
5CD125P2NR	15-ef1300wm
NXGSFAA00174204	N17W1
6104381057	SURFACE 1769
5603792257	SURFACE 1769
34662722857	SURFACE 1950
1573324154	SURFACE
6472273657	SURFACE 1769
70354201553	SURFACE 1866
14709761253	SURFACE 1724
5CD0274CP2	HP Pavilion
5CD9421M9M	HP Laptop 15-dy1xxx
20382605257	Surface Laptop 3
67128485253	Surface 1769
67322185253	Surface 1769
10330774857	
21252274157	Surface 1769
5CD93833MG	
5CD93832QM	

Monitors

[illegible]

Servers

[illegible]

Switches

Model Number	Brand	Serial Number
N2024P	Dell	Serial #: 8W0NXC2
	OOSSXX	Serial #: X002949O03
N2024P	Dell	Serial #: CP0NXC2
N1548P	Dell	Serial #: 907HV43
N1548P	Dell	Serial #: CR6HV43
N1548P	Dell	SERIAL #: D78HV43
N1548P	DELL	SERIAL #: CLMMXC2
N2048P	DELL	SERIAL #: B7ML0Z1
N2024P	DELL	SERIAL#: 7T0NXC2
N2024P	DELL	SERIAL#: 9M0NXC2
N2024P	DELL	SERIAL#: DW0NXC2
N2024P	DELL	SERIAL#: D7QGPK2
N2024P	DELL	SERIAL#: 26SYNK2
N2024P	DELL	SERIAL#: DPB5XC2
N2024P	DELL	SERIAL#: 7M0NXC2
N2048P	DELL	SERIAL# G62XX42
N2048P	DELL	SERIAL#7D2XX42
N2048P	DELL	SERIAL#: 11DR0Z1
N2048P	DELL	SERIAL#: 702XX42
N2024P	DELL	SERIAL#: 4P0NXC2
N2024P	DELL	SERIAL#: FR0NXC2

Printer

Model Number	Brand	
CN69LH3121	HP OfficeJet 8710	
HL-2240 Laser Printer	Brother	
MFC-L3710CW	BROTHER PRINTER	SERIAL#:U65178M0N341257
HL-L3210CW	BROTHER PRINTER	SERIAL#: U65174E9N281154
CR649A	HP DESIGNJET T790	CN1561K059
RA67G	CONTEX HD ULTRA	67GA3302831H

Miscellaneous

Model Number	Brand	Serial Number
	Axis Comm. Security Camera	N/A
TS3400D0804	Buffalo NAS	Serial #: 40068760800641
TS3400D0804	Buffalo NAS	Serial #: 40068750701583
TS3400D0804	Buffalo NAS	Serial #: 40068750700340
TS3400D0804	Buffalo NAS	Serial #: 40068760800733
TS3400D0804	Buffalo NAS	Serial #: 40068750701422
TS3400D0804	Buffalo NAS	Serial #: 40068750701651
TS3400D0804	Buffalo NAS	Serial #: 40068760800627
TS-H0.0TGL-R5	Buffalo NAS	Serial #: 95821180401342
TS-H0.0TGL-R5	Buffalo NAS	Serial #: 95821180302412
E3000RT2U	MINUTEMAN UPS	SERIAL#: DJ08200500007
E3000RT2U	BATTERY UPS	SERIAL#: DJ08200500012
DW-VF16	DW-VMAXFLEX	SERIAL#:VMC161430350045
	IP Camera	
HES324-TD-2.8	IP Camera	220701140
UND950W	ANPVIZ	210235TB31F197000309
UND950W	ANPVIZ	210235TB31F197000055
IPC-D250G	ANPVIZ	Y20190418
UND950W	ANPVIZ	210235TB31F197000297
UND950W	ANPVIZ	210235TB31F197000203
DS-1258ZJ	DIGIMERGE Tech	001C27058145
IPC-D250G	ANPVIZ	Y20190418
UND950W	ANPVIZ	210235TB31F197000489
UND950W	ANPVIZ	210235TB31F197000352
FD130	First Data	FD1000196578
FD150	First Data	FD5000246944
V400C PLUS	VERIFONE	401561562
V400C PLUS	VERIFONE	401561585
TS3400D0804	Buffalo NAS	
TS3400D0804	Buffalo NAS	
TS3400D0804	Buffalo NAS	
TS3400D0804	Buffalo NAS	
TS3400D0804	Buffalo NAS	
TS3400D0804	Buffalo NAS	
TS3400D0804	Buffalo NAS	
TS-H0.0TGL-R5	Buffalo NAS	
TS-H0.0TGL-R5	Buffalo NAS	
SPA122	CISCO ATA FAX	
SPA122	CISCO ATA FAX	
SPA122	CISCO ATA FAX	
SPA122	CISCO ATA FAX	
M11065	CANON DR-2010C	
M111141	CANON DR-C130	
M11065	CANON DR-2010C	
M11065	CANON DR-2010C	
VX570	VERIPHONE	213744158

Miscellaneous

FD130	FIRST DATA	FD1000287748
FD130	FIRST DATA	FD1000304851
P200	VERIFONE	275070061
P200	VERIFONE	275070195

Fitness

Model Number	Brand	Serial Number	Description
EFX546	Precor	Asset Tag 059035	Cycle
C846	Precor	Asset Tag 059034	Eliptical



City of Dania Beach Finance Memorandum

DATE: 5/14/2024

TO: Mayor and Commissioners

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

VIA: Darryl McFarlane, IT Division Director
Frank L. DiPaolo, Chief Financial Officer

SUBJECT: Approval of a resolution authorizing purchases of hardware, software, and professional services from Dell Technologies exceeding the City's annual vendor threshold of \$50,000

Request:

The Information Technology Division requests approval of a resolution authorizing purchases of hardware, software, and professional services from Dell Technologies exceeding the City's annual vendor threshold of \$50,000

Background:

Dell has been one of the City's primary vendors for hardware, software, and professional services since 2009. The Finance Department is pleased with their pricing and services and plans to make additional purchases in FY2023-24. Pricing is based on the Midwestern Higher Education Compact (MHEC) Contract #MHEC-04152022 via Dell Contract Code # C000000005866, which helps facilitate the lowest competitive pricing available. The Dell MHEC Contract expires June 30, 2025, and may be renewed for four additional years. Purchases of Dell equipment are part of the IT Master Plan, which standardizes computer equipment and warranty coverage throughout the City.

The total annual cost of the hardware, software, and professional services purchased from Dell in FY2023-24 will exceed the \$50,000 vendor threshold, requiring City Commission approval. It is recommended to extend the Authorization to exceed the annual amount of the Fifty Thousand Dollars (\$50,000.00) purchase threshold for all fiscal years that the Midwestern Higher Education Compact (MHEC) Contract #MHEC-04152022, which is in effect through June 30, 2025.

Budgetary Impact

Recommendation

Approve the resolution authorizing purchases of hardware, software, and professional services from Dell Technologies exceeding the City's annual vendor threshold of \$50,000 for all fiscal years the MHEC Contract #MHEC-04152022 is in effect.

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PURCHASE OF HARDWARE, SOFTWARE AND PROFESSIONAL SERVICES FROM DELL TECHNOLOGIES THAT EXCEED THE ANNUAL VENDOR THRESHOLD TOTAL AMOUNT OF FIFTY THOUSAND DOLLARS (\$50,000.00); AUTHORIZING SUCH PURCHASES WITHIN THE INFORMATION TECHNOLOGY FUND APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, Dell Technologies has been one of the City’s primary vendors for Information Technology hardware, software, and professional services since 2009, and the Information Systems Division plans within each fiscal year budget to make purchases from Dell utilizing the Midwestern Higher Education Compact (MHEC) Contract #MHEC-04152022 via Dell Contract Code #C000000005866 including hardware, software, and/or professional services; and

WHEREAS, the Midwestern Higher Education Compact (MHEC) Contract #MHEC-04152022 via Dell Contract Code #C000000005866 is effective through June 30, 2025

WHEREAS, the total amount of purchases from Dell Technologies for fiscal year 2023-24 will exceed the Fifty Thousand Dollars (\$50,000.00) annual purchase threshold for a single vendor and, therefore, requiring City Commission approval.

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 is authorized to purchase hardware, software, and/or professional services from Dell Technologies using the the Midwestern Higher Education Compact (MHEC) Contract #MHEC-04152022, subject to approved annual budget appropriations and in accordance with the City’s procurement policies.

Section 3. That the City is authorized to exceed the annual amount of Fifty Thousand Dollars (\$50,000.00) purchase threshold for all fiscal years that the Midwestern Higher Education Compact (MHEC) Contract #MHEC-04152022, which is in effect through June 30, 2025.

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 Finance Memorandum

DATE: 5/14/2024

TO: Mayor and Commissioners

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

VIA: Frank L. DiPaolo, Chief Financial Officer
Darryl McFarlane, IT Division Director

SUBJECT: Approval of a resolution authorizing purchases of hardware, software, and professional services from NH&A exceeding the City's annual vendor threshold of \$50,000 for Fiscal Year 2023-24

Request:

The Information Technology Division requests approval of a resolution authorizing purchases of hardware, software, and professional services from NH&A exceeding the City's annual vendor threshold of \$50,000 for Fiscal Year 2023-24.

Background:

NH&A has been one of the City's primary vendors for hardware, software, and professional services of Fortinet branded networking equipment since 2014. The IT Division is pleased with their pricing and services and plans to make additional purchases in FY2023-24. Given this positive track record, the Finance Department intends to continue procuring from NH&A in FY2023-24. Throughout the current fiscal year, NH&A has consistently offered the most favorable pricing, particularly for individual purchases surpassing the threshold requiring multiple quotes. Furthermore, the procurement of Fortinet networking equipment aligns with the City's IT Master Plan, aimed at standardizing computer equipment and warranty coverage across all departments.

The total cost of the hardware, software, and professional services purchased from NH&A in FY2023-24 will exceed the \$50,000 vendor threshold, requiring City Commission approval. The total purchases in FY2023-24 are not expected to exceed \$60,000.

Budgetary Impact

Recommendation

Approve the resolution authorizing purchases of hardware, software, and professional services from NH&A exceeding the City's annual vendor threshold of \$50,000 for Fiscal Year 2023-24.

RESOLUTION 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS FOR HARDWARE, SOFTWARE, PROFESSIONAL SERVICES FROM NH&A, LLC, FOR FISCAL YEAR 2023-24, THAT EXCEED AN ANNUAL VENDOR TOTAL AMOUNT OF FIFTY THOUSAND DOLLARS (\$50,000.00); PROCEEDING WITHOUT COMPETITIVE BIDDING AND AUTHORIZING PURCHASES FROM THE INFORMATION TECHNOLOGY FUND APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, NH&A has been the one of the City’s primary vendors for Information Technology hardware, software, and professional services since 2014 and the Information Technology Division has planned, through the fiscal year 2023-24 budget, to purchase additional hardware, software, and/or professional services; and

WHEREAS, the total expenditures will exceed the annual Fifty Thousand Dollars (\$50,000.00) City purchase threshold for a single vendor and, therefore, City Commission approval is required.

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 purchases of hardware, software, and professional services from NH&A in an amount exceeding the annual amount of the Fifty Thousand Dollars (\$50,000.00) purchase threshold for a single vendor for fiscal year 2023-24;

further, the proper City officials are authorized to execute any documents related to this approval. The total purchases in FY2023-24 are not expected to exceed Sixty Thousand Dollars (\$60,000).

Section 3. That funding for these services shall be made from the City's authorized annual budget appropriations from the City's Information Technology Fund.

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

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

PASSED AND ADOPTED on _____, 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 Finance Memorandum

DATE: 5/14/2024

TO: Mayor and Commissioners

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

VIA: Frank L. DiPaolo, Chief Financial Officer
Darryl McFarlane, IT Division Director

SUBJECT: Approval of a Resolution authorizing the waiver of competitive bidding and renewal agreement for RingCentral, Inc. VoIP Communications Services using TIPS contract #210303

Request:

The Information Systems Division requests approval of a resolution authorizing the waiver of competitive bidding and renewal agreement for RingCentral, Inc. VoIP Communications Services using TIPS contract #210303.

Background:

The City has been using RingCentral Unified Communications Services since 2018. RingCentral provides VoIP phone service over the internet, which allows us to provide extensive service using their cloud-based dashboard. RingCentral service includes answering rules, call routing, call forwarding, music on hold, caller ID, etc.

The City is in the final year of an automatic 3-year renewal that occurred in 2021. The pricing terms of this renewal agreement have resulted in a 30 percent decrease in per-line charges. The new agreement is for a 4-year initial term with automatic 1-year renewals.

Pricing is based on The Interlocal Purchasing Systems (TIPS) Cooperative Purchasing System Department of Texas Education Service Center Region 8 TIPS RFP 210303 Telephone and Communications Data Systems and Solutions. This helps secure more favorable pricing. After collaborating with the Procurement Department, they have ascertained that this contract adequately meets our requirements and allows us to piggyback from it. Therefore, the requirement for competitive pricing proposals can be waived.

Budgetary Impact

The annual cost of services is approximately \$42,000.00. Funding is available for FY24 in the Information Technology Division Account #507-17-04-516-52-30 – Operating Supplies Software.

Recommendation

Approve the resolution authorizing the waiver of competitive bidding and renewal agreement for RingCentral, Inc. VoIP Communications Services using TIPS contract #210303.

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PURCHASE OF CITYWIDE TELEPHONE AND COMMUNICATIONS DATA SYSTEM SOFTWARE, HARDWARE AND SERVICES FROM RINGCENTRAL, INC., UTILIZING PRICING UNDER THE INTERLOCAL PURCHASING SYSTEM (TIPS-USA) COOPERATIVE PURCHASING PROGRAM WITHOUT COMPETITIVE BIDDING AND WITHOUT ADVERTISEMENT FOR BIDS, UTILIZING TIPS CONTRACT NO. 210303; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the City has been using RingCentral Unified Communications Services for its on-premises Voice Over Internet Protocol (VoIP) telephone system since 2018; and

WHEREAS, the VoIP phone service through RingCentral provides a cloud-based dashboard that includes answering rules, call routing, call forwarding, music on hold, caller ID, desktop and mobile device applications, and many other user-oriented features; and

WHEREAS, the City is in the final year of a three (3) year renewal agreement executed in 2021; and

WHEREAS, the pricing under the renewal is made available through TIPS-USA Contract No. 210303 “Telephone and Communications Data Systems and Solutions” for Ring Central, Inc and results in a thirty (30) percent decrease in per-line charges; and

WHEREAS, the estimated annual cost to the City is Forty Five Thousand Dollars (\$45,000.00) and based on actual usage and device purchases, the City may exceed the annual vendor threshold of Fifty Thousand Dollars (\$50,000.00) during the term of the renewal; and

WHEREAS, the City Administration recommends that the City Commission waive formal bidding and authorize the execution of an Agreement with Ring Central, Inc. under TIPS-USA Contract No. 210303 and to exceed the annual vendor threshold of Fifty Thousand Dollars (\$50,000.00).

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

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

Section 2. That the proper City officials are authorized to execute the necessary documents for the purchase of VoIP Communication Services with Ring Central, Inc. under TIPS-USA Contract No. 210303 for an initial term of four years with subsequent one (1) year renewal.

Section 3. That funding for purchases from Ring Central, Inc. is appropriated and available within the Information Technology Fund Account and may exceed the annual vendor threshold of Fifty Thousand Dollars (\$50,000.00), and the City is authorized to exceed this threshold each year that the agreement is in effect.

Section 4. That the City is authorized to exceed the proposal amount for minor changes to the scope or price increases, subject to the availability of funds.

Section 5. That the Change Order from RingCentral is made a part of and incorporated into this Resolution by this reference as Exhibit “A”.

Section 6. That all resolutions or parts of resolutions in conflict with this Resolution shall be 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 _____.

SPACE INTENTIONALLY LEFT BLANK

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

**CHANGE ORDER FORM**

This Change Order Form ("**Change Order**"), amends the previous Order Forms placed under the agreement between RingCentral, Inc. ("**RingCentral**") and **City of Dania Beach, FL** ("**Customer**" or "**You**") (together the "**Parties**"), for the purchase of the Services, licenses, and products listed herein. This Change Order is subject to and incorporates the terms and conditions of: (i) the separate written agreement, executed by the Parties governing the purchase of the Services described in this Change Order, or (ii) the RingCentral Online Terms of Service available at <https://www.ringcentral.com/legal/eulatos.html>, if there is no written agreement in place (hereinafter (i) and (ii) referred to as the "**Agreement**"). The Parties agree to amend the quantities, Services, products, pricing and terms specifically set forth below. All other terms and conditions not expressly contained herein shall remain unchanged and in full effect. Capitalized terms not defined herein shall have the same meanings as set forth in the applicable Agreement between the Parties. Unless agreed by both Parties in writing, any terms or conditions set forth in a Customer-issued purchase order or ordering document shall not apply.

Please note that RingCentral Office is now RingCentral MVP. All references to "RingCentral Office", whether in terms of service, advertising or product descriptions, mean "RingCentral MVP".

Customer

City of Dania Beach, FL

100 W. Dania Beach Blvd
Dania Beach, FL 33004
United States

Darryl McFarlane
19543723588
dmcfarlane@daniabeachfl.gov
Customer UID: 191669035

Service Provider

RingCentral, Inc.

20 Davis Drive
Belmont, CA 94002
United States

Any new Services ordered under this Change Order will begin on the Start Date set forth below and will run coterminously with the Initial Term and Renewal Term previously agreed between the Parties, unless modified. Billing for incremental services will commence on the Start Date and will be invoiced on the same billing cycles as any preexisting Services. Other fee adjustments may not be effective until your next monthly service cycle.

Service Commitment Period

Start Date for Items Added in this Change Order: Effective as of the last date of signature below.

Initial Term: 48 Months Starting on June 25, 2024

Renewal Term: 12 Months

Payment Schedule: Previous: Monthly, New: Monthly

RingCentral MVP Services

Recurring Services						
Summary of Service	Existing Qty	Additional Qty (+/-)	Total Qty	Rate	Change in Service	Subtotal
DigitalLine Unlimited Premium	131	0	131	\$17.50	\$-771.59	\$2,292.50
DigitalLine Unlimited Premium				\$13.00		
Compliance and Administrative Cost Recovery Fee				\$3.50		
e911 Service Fee				\$1.00		
DigitalLine Basic	13	0	13	\$12.49	\$-42.25	\$162.37
DigitalLine Basic				\$7.99		
Compliance and Administrative Cost Recovery Fee				\$3.50		
e911 Service Fee				\$1.00		
Additional Local Number	31	0	31	\$3.22	\$0.00	\$99.82
Monthly Recurring Services*						\$2,554.69

Please note that if you downgrade or upgrade your entire MVP plan (i.e, from Standard to Premium, or Advanced to Core), your previous plan will not show on this change order, only your new plan will be shown.

Total Initial Amount	\$2,554.69
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*Amounts are exclusive of applicable Taxes, Fees, and Shipping Charges.

Cost Center Billing

For customers with cost center billing, it is the customer's responsibility to provide cost center allocation information to RingCentral at least 10 days prior to the issuance of the invoice. After the information is received, it will be reflected on future invoices, but will not be adjusted retroactively on past invoices. If purchasing additional services through the administrative portal, it is the customer's responsibility to assign cost centers at the time of purchase; otherwise, those services will not be allocated by cost center on the next invoice. Please note that cost center allocation is not available for certain items, such as minute bundles and credit memos. or additional questions, please contact the RingCentral invoice billing team at billingsupport@ringcentral.com.

Add-on Services. Customer is responsible for reviewing additional terms and conditions that may apply to RingCentral add-on services (where available) and certain Advanced Support Services listed on this order form, and which are available at <https://www.ringcentral.com/legal/add-on-services.html>.

1) **Applicable Agreement.** This Order Form is subject to the terms and conditions specified in the RingCentral Master Services Agreement (MSA) incorporated into the contract resulting from TIPS RFP 210303 Telephone and Communications Data Systems and Solutions with RingCentral Inc. awarded on May 19, 2021 as set out at: https://www.tips-usa.com/assets/Vendors/pdf/UPDATED_210303_CONTRACT_Telephone_Communications_RingCentral_Inc%201.pdf and administered by THE INTERLOCAL PURCHASING SYSTEM (TIPS), a Department of Texas Education Service Center Region 8.

2) **A separately executed MSA is NOT required between the TIPS Member and RingCentral.** The following Attachments to the MSA are incorporated into and form a part of the MSA applicable to this Order Form:
 Exhibit A – Definitions
 Attachment A – RingCentral MVP (fka Office) Services
 Attachment F - Service Level Agreement for MVP (fka Office) Services

3) **TIPS Contract Number 210303** must appear on:
 a. RingCentral quotations to the TIPS Member;
 b. The TIPS Member's Purchase Order; and
 c. The RingCentral invoice to the TIPS Member.

4) **Venue and Choice of Law** is Florida.

5) **Renewal:** **Contract 210303** expires on 05-31-2024. Subscription renewal(s) must occur ON OR BEFORE 05-31-2024 otherwise the renewal will not be valid. TIPS Member acknowledges and agrees that RingCentral shall be held immune from any and all liability that may arise as a result of the TIPS Member's loss of RingCentral furnished Services resulting from a disruption of Service because of a non-renewal of the Subscription, including but not limited to losing assigned phone numbers, inability to make or receive calls or facsimiles, and lack of access to emergency calling services.

Special Terms & Notes

Elasticity

After the first twelve (12) months of the Initial Term indicated above, Customer shall have the right, one time in any twelve (12) month period, with thirty (30) days' advance written notice to RingCentral, to remove up to ten percent (10%) of the total number of RingCentral MVP Premium digital lines that are part of your Account at the time that such notice is given, so long as the total number of digital lines that are part of your Account never drops below the total number of RingCentral MVP Premium digital lines included in your Initial Order Form. For clarity, you shall be permitted to exercise the digital line reduction right set forth in the immediately preceding sentence on only one occasion in any twelve (12) month period during the Initial or then-current Renewal Term, and other than this "once every twelve (12) months" line reduction right, you shall have no right or ability to reduce the number of digital lines that are part of your Account or remove digital lines from such services.

No pro-rated refunds or credits will be issued for any pre-paid, unused portion of the digital lines which were removed. Any reduction in digital lines will be reflected in your next billing cycle.

IN WITNESS WHEREOF, the Parties have executed this Change Order Form above through their duly authorized representatives.

Customer
City of Dania Beach, FL

RingCentral
RingCentral, Inc.

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

DocuSigned by:
Matt Foosaner
D86C384DB55847B...

Matt Foosaner

RVP Public Sector

4/30/2024



City of Dania Beach CRA Memorandum

DATE: 5/14/2024

TO: Mayor and Commissioners

FROM: Michael Chen, CRA Executive Director

VIA:

SUBJECT: CRA-OWNED PROPERTY: 608 WEST DANIA BEACH BOULEVARD

Request:

In accordance with Florida Statutes Section 163.358(4), the municipality has all powers necessary or convenient to carry out and effectuate the purposes and provisions of this part, including the power to approve the disposal of property.

The CRA requests Commission approval to negotiate the terms and conditions and draft appropriate documentation for the sale of the property located at 608 West Dania Beach Boulevard, Dania Beach, FL, to Habitat For Humanity of Broward, for the development of for-sale, multi-unit housing for low-income affordable housing (80% AMI) and/or workforce affordable housing (120% AMI).

Background:

The CRA Plan goals include (1) eliminate substandard housing and provide affordable housing alternatives; (2) redevelop the CRA in a manner that is energy efficient and sustainable; and (3) enhance redevelopment activities through an active marketing strategy that supports redevelopment initiatives.

At the February 13, 2024 CRA Board meeting, the CRA Board directed the CRA to initiate a public notice and Request For Proposals (RFP) process for the sale of the property located at 608 West Dania Beach Boulevard (Folio No. 5042 34 01 2520), which is owned by the CRA and which the CRA Board, by motion and consensus, desires to sell the Property for development as low-income affordable housing (80% AMI) and/or workforce affordable housing (120% AMI).

In accordance with Florida Statutes Section 163.380, the CRA published notice on behalf of the CRA and the City of their interest in selling a CRA-owned property, both of which were published in the Sun Sentinel on February 26, 2024. Concurrently, the CRA initiated RFP No. CRA-24-005 on February 23, 2024, and closed the process on March 22, 2024. Two proposals were compliant with the RFP requirements: (1) Turn Two Construction, Inc. and (2) Habitat For Humanity of Broward.

Update: The CRA, approved the CRA to negotiate the terms and conditions and draft appropriate documentation for the sale of the property located at 608 West Dania Beach

Boulevard, Dania Beach, FL, to Habitat For Humanity of Broward. Commission approval is required to complete the authorization for the sale of the property.

Budgetary Impact

No budgetary impact.

Recommendation

The CRA recommends the Commission approve for the CRA to negotiate the terms and conditions and draft appropriate documentation for the sale of the property located at 608 West Dania Beach Boulevard, Dania Beach, FL, to Habitat For Humanity of Broward, for the development of for-sale, multi-unit housing for low-income affordable housing (80% AMI) and/or workforce affordable housing (120% AMI).

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE SALE OF A CRA-OWNED PROPERTY LOCATED AT 608 WEST DANIA BEACH BOULEVARD, DANIA BEACH, FLORIDA ("PROPERTY") TO HABITAT FOR HUMANITY OF BROWARD FOR THE PURPOSE OF DEVELOPING THE PROPERTY FOR USE AS FOR-SALE, LOW-INCOME AFFORDABLE HOUSING (80% AMI) AND/OR WORKFORCE AFFORDABLE HOUSING (120% AMI); AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE THE DEED, WITH RESTRICTIVE COVENANT REQUIRING 30 YEARS OF AFFORDABLE HOUSING (80% AMI) AND/OR WORKFORCE AFFORDABLE HOUSING (120% AMI) AND RELATED DOCUMENTS FOR THE PARCEL FOR THIS PURPOSE; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the CRA Plan goals include (1) eliminate substandard housing and provide affordable housing alternatives; (2) redevelop the CRA in a manner that is energy efficient and sustainable; and (3) enhance redevelopment activities through an active marketing strategy that supports redevelopment initiatives; and

WHEREAS, at the February 13, 2024 CRA Board meeting, the CRA Board directed to initiate a public notice and Request For Proposals (RFP) process for the sale of the property located at 608 West Dania Beach Boulevard (Folio No. 5042 34 01 2520), which is owned by the CRA and which the CRA Board, by motion and consensus, desires to sell the Property for development as a multi-unit housing project as for-sale, low-income affordable housing (80% AMI) and/or workforce affordable housing (120% AMI); and

WHEREAS, in accordance with Florida Statutes Section 163.380, the CRA published notice of its interest in selling a CRA-owned property in the Sun Sentinel on February 26, 2024; and

WHEREAS, the CRA initiated RFP No. CRA-24-005 on February 23, 2024, and closed the process on March 22, 2024; and

WHEREAS, there were two qualified proposals that complied with the CRA's RFP requirements, which proposals came from (1) Turn Two Construction, Inc. and (2) Habitat For Humanity of Broward; and

WHEREAS, the RFP Selection Committee reviewed and discussed the qualified proposals and unanimously recommended negotiating a sales agreement with Habitat For Humanity of Broward; and

WHEREAS, although the appraised value for the CRA's parcel exceeds the proposed sale price, the CRA Board believes it is in the best interests of the CRA to authorize the sale below appraised value in order to develop the property and to provide additional for-sale, low-income and/or workforce affordable housing within the community, and to ensure the continued existence of said low-income and/or workforce affordable housing through the placement of a 30-year restrictive covenant on the property; and

WHEREAS, the CRA believes that conveying the CRA-owned Property to one of the qualified respondents will facilitate the development of for-sale housing serving the needs of low-income and/or workforce qualified families; and

WHEREAS, the sale will be subject to the execution of a Restrictive Covenant to maintain the townhouses as for-sale, low-income affordable (80% AMI) and/or workforce affordable (120% AMI) housing for thirty (30) years.

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

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

Section 2. That the CRA Board approves the conveyance of the Property, which is legally described in Attachment "A", to Habitat For Humanity of Broward at terms and conditions to be negotiated.

Section 3. That the CRA authorizes the proper City officials to execute a purchase and sale contract, with associated deed for the Property, in substantially the form approved by the City Attorney. As part of the conveyance of the Property, the purchaser shall be required to agree to and record a 30-year restrictive covenant requiring the property to be developed as for-sale, low-income affordable (80% AMI) and/or workforce affordable (120% AMI) housing.

Section 4. That the CRA shall record in the County public records the deed and shall provide a copy of such recorded instrument to the City Commission within thirty (30) days of execution and final acceptance.

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 in force and take effect in ten (10) days after 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

Attachment "A"

Property located at 608 West Dania Beach Boulevard, Dania Beach, Florida, which is legally described as follows:

Lots 21 and 24, Block 17, of the Town of Modelo (now Dania), according to the Plat thereof, recorded in Plat Book B, Page 49, of the Public Records of Dade County, Florida; said lands situated, lying and being in Broward County, Florida; being the same property conveyed to the City of Dania Beach by Certificate of Title, recorded in Official Records Book 44260, Page 204, on June 28, 2007, in the Broward County Official Records.



City of Dania Beach Public Services Memorandum

DATE: 5/14/2024

TO: Mayor and Commissioners

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

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

SUBJECT: Approval of Additional Funding for the Purchase of an Irrigation Truck Utilizing FSA Contracts

Request:

The Public Services Department (PSD) is requesting additional funding to purchase an irrigation truck which was previously approved, from awarded vendor Bachrodt FT (dba Palmetto Ford) utilizing FSA Contract FSA23-VEH21.0.

Background:

Authorization to purchase an irrigation truck in the amount of \$116,339 was approved by the City Commission via Resolution No. 2021-185 on December 14, 2021. About a year after the approval to purchase, Palmetto Ford advised that Ford Motor Company is not able to build chassis for this truck, requiring the cancelation of the order. In FY24, the vendor notified us that the truck can be built on a 2025 chassis; however, the price had increased to \$138,131. Due to this unforeseen circumstance, PSD is requesting an additional \$21,792.00 to cover the cost of the truck's purchase.

Budgetary Impact

Additional funding in the amount of \$21,792.00 will be appropriated from the Fleet Management M&E Vehicles Account No. 506-39-03-539-64-20 to cover the cost of this purchase. Therefore, the total amount for the purchase of an irrigation truck is \$138,131.

Recommendation

Public Services recommends City Commission approval of a resolution for additional funding in the amount of \$21,792 to cover the price increase of a previously approved irrigation truck from Palmetto Ford.

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING ADDITIONAL FUNDING FOR THE PURCHASE OF A PREVIOUSLY APPROVED IRRIGATION TRUCK IN THE AMOUNT OF TWENTY ONE THOUSAND SEVEN HUNDRED NINETY TWO DOLLARS (\$21,792.00) FROM PALMETTO FORD OF MIAMI, WITHOUT COMPETITIVE BIDDING AND WITHOUT ADVERTISEMENT FOR BIDS, BY UTILIZING THE PRICING UNDER THE FLORIDA SHERIFFS ASSOCIATION (“FSA”) CONTRACT FSA23-VEH21.0; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on December 14, 2021, the City Commission adopted Resolution No. 2021-185 authorizing the Public Services Department to purchase an irrigation truck from Palmetto Ford of Miami (“Palmetto Ford”); and

WHEREAS, subsequently, Palmetto Ford advised that Ford Motor Company was not able to complete the build due to supply chain shortages and, therefore, the original order was cancelled by the vendor; and

WHEREAS, in Fiscal Year 2024 Palmetto Ford placed an order for the 2025 model year chassis, which is currently available at a cost of One Hundred Thirty Eight Thousand One Hundred Thirty-One Dollars (\$138,131.00), which is an increase of Twenty One Thousand Seven Hundred Ninety Two Dollars (\$21,792.00) above the initial purchase quote approved via Resolution No. 2021-185; and

WHEREAS, the Public Services Department is requesting additional funding to cover the increased cost of the irrigation truck per the quote attached as Exhibit A, which is made a part of and incorporated into this Resolution by this reference; and

WHEREAS, the City Administration recommends that the City Commission approve the purchase of a 2025 model year Ford irrigation truck chassis from Palmetto Ford at the increased pricing under the Florida Sheriff’s Association Contract No. FSA23-VEH21.0.

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 City Commission authorizes the proper City officials to execute documents as necessary for the purchase of the vehicles in accordance with the FSA contract pricing attached as “Exhibit B,” which is made a part of and incorporated into this Resolution by this reference.

Section 3. That City Commission authorizes additional funding in the amount of Twenty-One Thousand Seven Hundred Ninety-Two Dollars (\$21,792.00) for the purchase of an irrigation truck from Palmetto Ford, funded as follows:

Water Fund Distribution - Vehicles	401-33-02-533-64-20	\$ 10,896.00
Fleet Maintenance Fund - Vehicles	506-39-03-539-64-20	10,896.00

Section 4. The funding for the additional cost is available and appropriated within the Fleet Maintenance Fund Vehicles Account, and upon approval of this Resolution, the Finance Department will transfer \$1,020.00 from the Water Fund Administration Contingency Account No. 401-33-01-533-99-10 to the Water Fund Distribution Vehicles Account No. 401-33-02-533-64-20.

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

Section 6. That this Resolution shall become effective within ten (10) days of its passage and adoption.

PASSED AND ADOPTED on _____, 2024.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous _____

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

Palmetto Ford of Miami

7245 NW 36 Street Miami, Florida 33166

305-470-1334 / 305-972-7133 cell

crodgers@palmettofordtrucks.com

FLORIDA SHERIFFS ASSOCIATION PRICE SHEET

Bid / Contract #: FSA23-VEH21.0

Purchaser: CITY OF DANIA BEACH

Address: 1201 STIRLING ROAD

City: DANIA BEACH, FL. 33004

Date: 10/05/2023

Phone: 954-924-6808 X 3744

YAMIL LOBO

ylobo@daniabeachfl.gov

Base Model:	SPEC # 36 2025 FORD F650 REGULAR CAB - F6D	Price:	\$67,547.00
Inc.	AM / FM / BLUETOOTH RADIO, AIR CONDITIONING		
Exterior / Interior Color:	WHITE / GREY VINYL		

Delivery Info: ESTIMATED AT 24 WEEKS FROM RECEIPT OF PURCHASE ORDER

Option #	99E - FORD 6.7 POWERSTROKE 300HP V8 TURBO DIESEL ENGINE	Price:	\$1,885.00
Option #	44D - FORD 10-SPEED AUTOMATIC TRANSMISSION WITH PTO PROVISION	Price:	\$0.00
Option #	643/663 - 22.5 STEEL WHEELS	Price:	\$0.00
Option #	T2B/R2B - 11R22.5 G RATED TIRES	Price:	\$0.00
Option #	607 - SYNTHETIC FRONT AXLE LUBE	Price:	\$93.00
Option #	60A - SYNTHETIC REAR AXLE LUBE	Price:	\$47.00
Option #	67C- AIR BRAKES - FRONT DISC, REAR DRUM, INC. BENDIX AIR DRYER	Price:	\$2,809.00
Option #	43A/61B - 8,500 LB. FRONT AXLE AND SUSPENSION	Price:	\$0.00
Option #	472/68M - 17,500 LB. REAR AXLE AND 19,000 LB. REAR SUSPENSION	Price:	\$0.00
Option #	CA84 - 84" CAB TO AXLE	Price:	\$0.00
Option #	65B - 50 GALLON ALUMINUM FUEL TANK	Price:	\$0.00
Option #	88A - 30/0/30 FIXED DRIVER AND PASSENGER SEATS WITH CONSOLE	Price:	\$0.00
Option #	54J - 102" WIDTH MIRRORS	Price:	\$28.00
Option #	WATER-1.5-S - EAM-WT-1500 ALUMINUM SINGLE COMPARTMENT 1,500 GAL.	Price:	\$65,722.00
Option #	NON-POTABLE WATER TANK, 20" X 10" TOP MANWAY, ALUMINUM FENDERS,	Price:	\$0.00
Option #	LADDER AT REAR HEAD, CABLE STEP OFF BUMPER, OUTLETS: 4" SUMP	Price:	\$0.00
Option #	WITH VORTEX BREAKER IN BOTTOM OF TANK, 4" AIR OPERATED IN CAB	Price:	\$0.00
Option #	SHUTOFF VALVE, INLETS: 3" COMBINATION OVERFLOW AND HYDRANT FILL	Price:	\$0.00
Option #	WITH AIR SPACE, SIGHT TUBES: ONE FRONT LEFT CORNER AND ONE LEFT	Price:	\$0.00
Option #	REAR, LED LIGHTING, BERKLEY BZ3RM CENTRIFUGAL PTO DRIVEN PUMP	Price:	\$0.00
Option #	SPRAY HEADS: TWO MOUNTED REAR OF TANK, TWO DIAMOND HEADS	Price:	\$0.00
Option #	MOUNTED ON FRONT, CAB CONTROLS, HANNEY ELECTRIC REWIND HOSE	Price:	\$0.00
Option #	REEL SIDE MOUNTED WITH 50' OF 1 1/2" HOSE, FOG NOZZLE, STROBE	Price:	\$0.00
Option #	LIGHT MOUNTED TOP OF TANK AT REAR	Price:	\$0.00

Note:

Note:

Total Price of Base Unit and all Selected Options: \$138,131.00

Bid Award**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses**Group:** Cab and Chassis Trucks: 25,500 lbs. GVWR (DRW) 4x2**Item:** 36, Ford, F-650 Regular Cab, F6D

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$68,547.00	Build	Options
	Alternate	BOZARD FORD	\$70,751.00	Build	Options
Northern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$67,547.00	Build	Options
	Alternate	BOZARD FORD	\$70,751.00	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$67,547.00	Build	Options
	Alternate	BOZARD FORD	\$70,751.00	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$67,547.00	Build	Options
	Alternate	BOZARD FORD	\$70,751.00	Build	Options



City of Dania Beach City Manager Memorandum

DATE: 5/14/2024

TO: Mayor and Commissioners

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

VIA: Nannette Rodriguez, Division Director, Marketing and Communications

SUBJECT: Enter into a Memorandum of Agreement with the Florida Division of Emergency Management for Mass Notification Services

Request:

City administration is requesting City Commission approval to authorize a Memorandum of Agreement (MOA) with the Florida Division of Emergency Management (FDOEM) for mass communication services pursuant to DEM-D0003/RFQ-DEM-18-19-21 (Contract) with Everbridge, Inc. for the term of the state contract.

Background:

The City recently extended its contract with OnSolve/CodeRED emergency service for six months while the administration explored alternative longer-term options for a mass notification service that would offer additional features and reporting tools. CodeRED has been in place since 2016 at an annual cost of \$14,160 (Information Technology Division Account #507-17-04-516-52-30 – Operating Supplies Software). While the system provided the basic notification features, its technology had not advanced.

In an effort to close the gaps in emergency communications statewide, the FDOEM's contract allows all state agencies, counties, political subdivisions, and state colleges and universities to opt into the Everbridge Inc. service at no cost. The State recently extended their contract with Everbridge Inc. for an additional five years, effective July 1, 2024.

The scope of the Everbridge Inc. service includes advanced reporting and system tools, multiple social media channel integration, and most importantly system-to-system communications with agencies using Florida's alert system, such as Broward County and several neighboring cities. An added no-cost feature is the Text by Key Word which can be used for non-emergency opt-in text message communications.

This system plays an important role in our city allowing immediate mass messaging in case of emergencies. Staying connected with our residents is the city's number one priority. The system sends out notifications to different devices like landlines, cell phones, text messages, and emails.

Budgetary Impact

There is no cost for the service. We will benefit from an annual savings of \$14,160 per year or \$70,800 over the next five years.

Recommendation

Execute the MOA with the Florida Division of Emergency Management.

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO ENTER INTO A MEMORANDUM OF AGREEMENT (MOA) WITH THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT (FDEM), FOR ALERT AND MASS NOTIFICATION SERVICES FROM EVERBRIDGE, INC.; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dania Beach has a need for an emergency mass notification system, and sought proposals from leading companies in that field; and

WHEREAS, the State of Florida FDEM has an agreement with Everbridge Inc. that includes services such as advanced reporting and system tools, multiple social media channel integration, and most importantly system-to-system communications with agencies using Florida's alert system, such as Broward County and several neighboring cities; and

WHEREAS, the State extended their agreement with Everbridge for an additional five years effective July 1, 2024; and

WHEREAS, the City of Dania Beach has determined that entering into a Memorandum of Agreement (MOA) with the State of Florida for the Everbridge emergency mass notification system best meets the City's needs.

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

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

Section 2. That the proper City officials are authorized to execute an (MOA) with the Florida Division of Emergency Management for Everbridge emergency mass notification services to the City at no cost for five consecutive years.

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

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

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

Contract Number: D0003

RFQ#: RFO-DEM-18-19-021

CONTRACT

THIS AGREEMENT is entered into by and between the State of Florida, Division of Emergency Management, (hereinafter, "Division"), and Everbridge Inc. a Delaware Corporation (hereinafter, "Contractor"), an entity duly authorized to conduct business in the State of Florida. In consideration of the mutual promises contained in this Agreement, the parties agree as follows:

1. PURPOSE OF THE AGREEMENT

- A. The purpose of this Agreement is to provide products and/or services as described in the Scope of Work attached hereto as Exhibit "A" and made part hereof.
- B. No work shall commence until both parties have signed the Agreement.
- C. Order of Precedence. In the event of a conflict in terms between any of the components of this Agreement, the order of precedence for resolving such conflict shall be as follows (1) being the highest):
 - 1) The express terms of this Agreement, minus Exhibits;
 - 2) State of Florida PUR 1000 General Contract Conditions;
 - 3) Exhibit 1 – "Implementation of Scope of Work"
 - 4) Exhibit A - "Scope of Work";
 - 5) Exhibit B - "Price Sheet";
 - 6) Exhibit C- "Everbridge, Inc., GSA Approved End User License Agreement";
 - 7) Addenda, in reverse order of issuance.

2. TERM

- A. The term shall begin upon execution of the Agreement by both parties and, unless terminated earlier in accordance with the provisions of section 8 of this Agreement, shall end on June 30th, 2024.
- B. If the parties relied upon a State Term Contract in order to enter into this Agreement, then: (1) any renewal or extension shall not exceed the expiration of the underlying State Term Contract by more than twelve (12) months; and, (2) no renewal or extension shall occur if the underlying State Term Contract expires prior to the effective date of any renewal or extension.

C. In accordance with section 287.057(13), Florida Statutes, and subject to the limitations outlined above in subparagraph 2.B. of this Agreement, the Division and the Contractor may renew this Agreement, in whole or in part, for a period that may not exceed three (3) years or the term of this Agreement, whichever is longer. Any renewal shall specify the renewal price, as set forth in the solicitation response. Additionally, any renewal: must be in writing and signed by both parties; is contingent upon satisfactory performance evaluations; and, is subject to availability of funds.

3. PERFORMANCE

- A. Time is of the essence with regard to each and every obligation of the Contractor. Each such obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.
- B. The Contractor shall immediately notify the Division in writing if its ability to perform is compromised in any manner during the term of this Agreement.
- C. The Contractor agrees to perform all tasks and provide deliverables as set forth in the Scope of Work and all contractual documents attached to this Agreement. The Division shall be entitled at all times to be advised, at its request, as to the status of work being done by the Contractor and of the details thereof. Coordination shall be maintained by the Contractor with representatives of the Division, or of other agencies interested in the project on behalf of the Division.
- D. Subject to Financial Consequences Triggers in Implementation of Scope of Work (Exhibit 1), if the Division determines that the performance of the Contractor is unsatisfactory, the Division will notify the Contractor of the deficiency to be corrected, which correction shall be made within a time-frame specified by the Division. The Contractor shall, within the time specified in the contractual documents after notice from the Division, provide the Division with a corrective action plan describing how the Contractor will address all issues of contract non-performance, unacceptable performance, and failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Division, the Contractor will be assessed a non-performance retainage equivalent to 10% of the total invoice amount or as specified in the contractual documents. The retainage will be applied to the invoice for the then-current billing period. The retainage will be withheld until the Contractor resolves the deficiency. If the deficiency is subsequently resolved, the Contractor may bill the Division for the retained amount during the next billing period. If the Contractor is unable to resolve the deficiency, the funds retained may be forfeited at the end of the agreement period.
- E. The Division reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of the Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.

- F. Unless otherwise prohibited by law, the Division may require the Contractor to furnish, without additional cost to the Division, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Division shall determine the type and amount of security. Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules catalogs descriptive brochures, etc.
- G. If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, then the Contractor shall immediately notify the Division in writing, indicating the specific restriction. The Division reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Division.
- H. Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers; additionally, no extra charges shall be applied for boxing, crating, packing, or insurance. All containers and packaging shall become and remain the Division's property. All purchases are F.O.B. destination, transportation charges prepaid. A complete packing list must accompany each shipment. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. The Division assumes no liability for merchandise shipped to other than the specified destination. Items received in excess of quantities specified may, at the Division's option, be returned at the Contractor's expense. Substitutions are not permitted. The Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.
- I. Matters of inspection and acceptance are addressed in section 215.422, Florida Statutes. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Division shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and, provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When the Division rejects a product, the Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Division shall have the right to dispose of it as its own property. The Contractor shall reimburse the Division for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

- J. Where installation is required, the Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated in this Agreement. The Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. The Contractor shall protect the site from damage and shall repair damages or injury caused during installation by the Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. The Contractor shall perform installation work so as to cause the least inconvenience and interference with the Division and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

4. COMPENSATION AND PAYMENT

- A. The total funding amount of this Agreement for the purchase of commodities or the performance of services as described in Exhibit "A" of this agreement is shown in **Exhibit" B"**.
- B. As required by section 287.0582, Florida Statutes, if this Agreement binds the Division for the purchase of services or tangible personal property for a period in excess of one fiscal year, "The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature."
- C. The parties acknowledge that Agency payments required pursuant to the terms of this Agreement are subject to and contingent upon the review and approval of the Chief Financial Officer pursuant to his authority as set forth in Article IV, Section 4 of the Florida Constitution ("The chief financial officer shall serve as the chief fiscal officer of the state, and shall settle and approve accounts against the state, and shall keep all state funds and securities.") as well as section 17.03, Florida Statutes ("The Chief Financial Officer of this state, using generally accepted auditing procedures for testing or sampling, shall examine, audit, and settle all accounts, claims, and demands, whatsoever, against the state, arising under any law or resolution of the Legislature, and issue a warrant directing the payment out of the State Treasury of such amount as he or she allows thereon.").
- D. Travel expenses are not reimbursable unless specifically authorized in writing, and shall be reimbursed only in accordance with section 112.061, Florida Statutes.
- E. The Contractor will be paid upon submission of properly certified invoice(s) to the Division after delivery and acceptance of commodities or services is confirmed in

writing by the Division. Invoices shall contain detail sufficient for a proper pre-audit and post audit thereof and shall contain any Purchase Order and the Vendor's Federal Employer Identification Number or Social Security Number.

- F. No payment requirements shall start until a properly completed invoice is provided to the Division inspected and approved. Invoices that must be returned to the Contractor due to preparation errors will result in a delay in payment.
- G. The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages.
- H. The Contractors providing goods and services to the Division should be aware of the following time frames:
 - 1) Pursuant to section 215.422(1), Florida Statutes, an invoice submitted to the Division shall be recorded in the financial systems of the State, approved for payment by the Division, and filed with the Chief Financial Officer not later than 20 days after receipt of the invoice and receipt, inspection, and approval of the goods or services, except that in the case of a bona fide dispute the invoice recorded in the financial systems of the State shall contain a statement of the dispute and authorize payment only in the amount not disputed.
 - 2) Unless the procurement solicitation or this Agreement states otherwise, the Division has five (5) working days to inspect and approve commodities and services. Items may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at the Contractor's expense. Any resulting increase in cost will be charged against the Contractor.
 - 3) Pursuant to section 215.422(3)(b), Florida Statutes, the Division shall issue payment to the Contractor within forty (40) days after the invoice has been accepted. Failure to issue the warrant within forty (40) days may result in the Division paying interest at the rate established under subsection 55.03(1), Florida Statutes.
- I. Transaction Fee. The State of Florida, through the Department of Management Services (DMS), has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to subsection 287.057 (22), Florida Statutes, all payments shall be assessed a transaction fee of one percent (1%), which the Contractors shall pay to the State. On-line filing is available at <http://dms.myflorida.com/mfmp>. For payments within the State accounting system (FLAIR or its successor), the transaction fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall self-report and pay the transaction fee pursuant to rule 60A-1.031 (2), Florida

Administrative Code. By submission of these reports and corresponding payments, the Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee. The Contractor shall receive a credit for any transaction fee paid by the Contractor for the purpose of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a transaction fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of this Agreement. Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering procurement costs from the Contractor in addition to all outstanding fees. A CONTRACTOR'S DELINQUENCY IN PAYING TRANSACTION FEES MAY RESULT IN BEING EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.

- J. The Contractor shall report and pay the transaction fee on a quarterly calendar basis using the Department of Management Service's Form PUR 3776, which is incorporated by reference. Any misrepresentation shall be punishable under law, including but not limited to: Chapter 817, Florida Statutes.
- K. The Contractor may call (850) 413-7269 Monday through Friday to inquire about the status of payments by State Agencies. The Division is responsible for all payments under the Agreement. The Division's failure to pay, or delay in payment, shall not constitute a breach of the Agreement and shall not relieve the Contractor of its obligations to the Division.
- L. A Vendor Ombudsman, whose duties include acting as an advocate for Vendors who may be experiencing problems in obtaining timely payment(s) from an Agency may be contacted at 850-413-5516 or by calling the State Comptroller's Hotline, 1-800- 848-3792.
- M. The Division, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Division shall require a statement from the Chief Financial Officer of the Division that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executed only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years.
- N. All refunds or repayments due to the Division under this Agreement shall be made payable to the order of the "Division of Emergency Management" and mailed

directly to the attention of: **Cashier, Division Finance, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399.** The Contractor shall also notify the Division Program Manager (identified in section 13. A.) that it has issued a refund to the Division.

5. INDEMNITY AND PAYMENT FOR CLAIMS

- A. INDEMNITY. Subject to Section 8.2 of the Everbridge, Inc., GSA Approved End User License Agreement (Exhibit C), the Contractor shall be fully liable for the actions of its agents, employees, partners, assignees, or subcontractors and shall fully indemnify, defend, and hold harmless the State and the Division, and their officers, agents, and employees, from suits, actions, damages, and costs, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the Contractor, its agents, employees, partners, or subcontractors; provided, however, the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the Division.

Further, the Contractor shall fully indemnify, defend, and hold harmless the State from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to the Division's misuse or modification of the Contractor's products or the Division's operation or use of the Contractor's products in a manner not contemplated by the Agreement. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Division the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure for the Division the right to continue using the product, the Contractor shall remove the product, and refund to the Division the amounts paid in excess of a reasonable rental for past use. The Division shall not be liable for any royalties.

The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the Division in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

Any Contractor which is a State agency or subdivision, as defined in section 768.28, Florida Statutes, agrees to be fully responsible for its negligent or tortuous acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth

in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Contractor to which sovereign immunity applies.

Nothing herein shall be construed as consent by a State agency or subcontractor of the State of Florida to be sued by third parties in any matter arising out of any contract.

- B. **LIMITATION OF LIABILITY.** For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the greater of \$100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contained in this agreement.

Unless otherwise specifically enumerated in this Agreement or resulting purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

- C. **PAYMENT OF CLAIMS.** The Contractor guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Contractor or any subcontractor, in connection with the Agreement.
- D. **LIABILITY INSURANCE.** The Contractor shall carry and keep in force during the term of this Agreement a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$150,000.00 per person and \$300,000.00 each occurrence, and property damage insurance of at least \$150,000.00 each occurrence, for the services to be rendered in accordance with this Agreement.

Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor liability and obligations under the Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.

- E. **WORKERS COMPENSATION.** The Contractor shall maintain Workers' Compensation insurance as required under the Florida Workers' Compensation Law.

6. COMPLIANCE WITH LAWS:

- A. The laws of the State of Florida shall govern this Agreement. The Division and the Contractor submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to this Agreement. Further, the Contractor hereby waives any and all privileges and rights relating to venue it may have under Chapter 47, Florida Statutes, and any and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those grounded on convenience. The Contractor hereby submits to venue in the county chosen by the Division, to wit: Leon County, Florida.
- B. The Contractor must be registered with the Florida Department of State, Division of Corporations. Online-filing is available at: <http://www.sunbiz.org>.
- C. If this Agreement involves a contract for services, and if the Contractor is acting on behalf of the Division, then the Contractor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Agreement. In accordance with section 119.0701(2), Florida Statutes, the contractor must:
 - 1. Keep and maintain public records required by the public agency to perform the service.
 - 2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter 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 for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
 - 4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

- D. As required by section 119.0701(2)(a), Florida Statutes, the Division includes the following statement in at least 14-point boldfaced type:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: FLORIDA DIVISION OF EMERGENCY MANAGEMENT, 2555 Shumard Oak Blvd., Tallahassee, FL 32399, (850) [815-4156](tel:815-4156), Records@em.myflorida.com.

- E. Pursuant to section 287.058(1)(c), Florida Statutes, the Division may unilaterally cancel a contract if the vendor refuses to allow public access to all non-exempt documents, papers, letters, or other material made or received by the contractor in conjunction with the contract.
- F. The Contractor agrees that it shall make no statements, press releases, or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the Division's Contract Manager or the Division's designated contact person and securing prior written consent. The Contractor shall maintain confidentiality of all confidential data, files, and records related to the services and/or commodities provided pursuant to this Agreement and shall comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, Florida Statutes. The Contractor's confidentiality procedures shall be consistent with the most recent version of the Division's security policies, protocols, and procedures. The Contractor shall also comply with any applicable professional standards with respect to confidentiality of information.
- G. The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor shall comply with Section 247A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Pursuant to Section 287.058(1), Florida Statutes, the provisions of Section 287.058(1)(a)-(c), and (i), Florida Statutes, are hereby incorporated by reference, to the extent applicable.
- H. The Contractor should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

- I. All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.
- J. If regulated by the Florida Department of Business and Professional Regulation, the Contractor and its employees shall be bound by the standard of conduct provided in applicable Florida Statutes and applicable rules of the Board of Business and Professional Regulation as they relate to work performed under this Agreement. The Contractor further covenants and agrees that when a former State employee is employed by the Contractor, the Contractor will require strict adherence by a former State employee to section(s) 112.313 and 112.3185, Florida Statutes, as a condition of employment for said former State employee. These statutes will by reference be made a part of this Agreement as though set forth in full. The Contractor agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter for the work performed under this Agreement.
- K. A person or affiliate who has been placed on the convicted Contractor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals or replies on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months following the date of being placed on the convicted Contractor list.
- L. An entity or affiliate who has been placed on the discriminatory Vendor list may not submit a bid, proposal or reply on a contract to provide any goods or service to a public entity, may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals or replies on leases of real property to a public entity, may not be awarded or perform work as a Vendor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

- M. The Division shall verify the Contractor and any subcontractor's against the Federal Excluded Parties List System to ensure the Contractor or subcontractor is not disbarred or excluded from receiving Federal contracts.
- N. The Contractor shall E-Verify the employment status of all employees and subcontractors to the extent permitted by federal law and regulation. The Division shall consider the employment by any Contractor of unauthorized aliens a violation of section 274A (e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. Furthermore, the Contractor agrees to utilize the U.S. Agency of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all new employees hired during the term of this Agreement for the services specified in this Agreement. The Contractor shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement.
- O. Pursuant to section 216.347, Florida Statutes, the Contractor shall not expend any State funds for the purpose of lobbying the State Legislature, the Judiciary, or an Agency.
- P. In accordance with section 20.055(5), Florida Statutes, the Contractor shall cooperate fully with the Inspector General in any investigation, audit, inspection, review, or hearing conducted pursuant to the Inspector General's statutory authority. Additionally, upon request of the Inspector General or any other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to this Agreement. The Contractor shall retain such records for the longer of: (1) three years after the expiration of the Purchase Order; or, (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archivesr/ecords-management/general-records-schedules/>). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

- Q. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

7. COPYRIGHT, PATENT AND TRADEMARK

- A. All plans, specifications, computer files, and reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived from them, which are newly developed by Contractor for the Division and which are deemed "public records" under applicable Florida law, shall be the exclusive property of the Division without restriction or limitation on their use and shall be made available, upon request, to the Division at any time during the performance of such services and/or upon completion or termination of this Agreement.
- B. The Contractor shall not copyright any material and products or patent any invention developed under this Agreement. Any and all patent rights and any and all copyright accruing under or in connection with the performance of this Agreement are hereby reserved to the State of Florida. If the Contractor brings to the performance of this Agreement a pre-existing patent or copyright, the Contractor shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.
- C. If any discovery or invention arises or is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with this Agreement, which is newly developed by Contractor for the Division and which is deemed a "public record" under applicable Florida law, the Contractor shall refer the discovery or invention to the Division for a determination whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Contractor shall notify the Division. Any and all copyrights accruing under or in connection with the performance under this Agreement are transferred by the Contractor to the State of Florida.
- D. Within thirty days (30) of execution of this Agreement, the Contractor shall disclose all intellectual properties relevant to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Contractor shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under subsection C, have the right to all patents and copyrights which occur

during performance of the Agreement. As provided in Section 6.3 of the Everbridge, Inc., GSA Approved End User License Agreement (Exhibit C), the Division acknowledges that the products and/or services described in the Scope of Work attached hereto as Exhibit "A" and all intellectual property rights therein are the property of the Contractor.

8. SUSPENSION OF WORK AND TERMINATION OF THE AGREEMENT

- A. **SUSPENSION.** The Division may in its sole discretion suspend any or all activities under this Agreement, at any time, when in the best interests of the State to do so. The Division shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to: budgetary constraints; declaration of emergency; or, other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety (90) days, or any longer period agreed to by the Contractor the Division shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or, (2) terminate the Agreement. Suspension of work shall not entitle the Contractor to any additional compensation.
- B. **TERMINATION FOR CONVENIENCE.** This Agreement may be terminated by the Division in whole or in part at any time in the best interest of the Division upon written notice to the Contractor. The Contractor shall not furnish any product after it receives the notice of termination (whether for convenience or for cause), except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits. If the Division terminates this Agreement for convenience, then the Division shall not be entitled to any pro-rata refund for monies previously paid to the Contractor.
- C. **TERMINATION FOR CAUSE.** The Division may terminate the Agreement if the Contractor fails to: (1) deliver the product within the time specified in the Agreement or any extension; (2) maintain adequate progress, thus endangering performance of the Agreement; (3) honor any term of the Agreement; (4) timely cure a default; or, (5) abide by any statutory, regulatory, or licensing requirement (Rule 60A-1.006 (3), F.A.C., governs the procedure and consequences of default, except that the parties agree that any notices provided by the Division under clause (a) of such Rule shall give the Contractor at least forty five (45) days to correct any default). The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Agreement arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable,

the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Division. The rights and remedies of the Division in this clause are in addition to any other rights and remedies provided by law or under the Contract.

9. REMEDIES

- A. Any dispute concerning performance of this Agreement shall be decided by the Division's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty-one (21) days from the date of receipt, the Contractor files with the Division a petition for administrative hearing. The Division's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.
- B. In the event the Contractor fails to satisfactorily perform or has failed to adhere to the terms and conditions under this Agreement, the Division shall, upon forty-five (45) calendar days written notice to the Contractor and upon the Contractor's failure to cure within those forty-five (45) calendar days, exercise any one or more of the following remedies, either concurrently or consecutively:
 - 1) Withhold or suspend payment of all or any part of a request for payment.
 - 2) Require that the Contractor refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
 - 3) Exercise any corrective or remedial actions, to include but not be limited to:
 - a) Requesting additional information from the Contractor to determine the reasons for or the extent of non-compliance or lack of performance;
 - b) Issuing a written warning to advise that more serious measures may be taken if the situation is not corrected;
 - c) Advising the Contractor to suspend, discontinue or refrain from incurring costs for any activities in question; or,
 - d) Requiring the Contractor to reimburse the Division for the amount of costs incurred for any items determined to be ineligible.
- C. Pursuing any of the above remedies will not keep the Division from pursuing any other rights or remedies which may be otherwise available under law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict

performance by the Contractor, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Contractor.

- D. The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the Contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials or services purchased in connection with this Agreement.

E. The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Division in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. THE FOREGOING SHALL CONSTITUTE THE CONTRACTORS SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Division. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to the Division, in which case the Division may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to the Division with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

10. EMPLOYEES, ASSIGNMENT, AND SUBCONTRACTS

- A. INDEPENDENT CONTRACTOR. The Contractor and its employees, agents, representatives, assignees, and subcontractors are not employees or agents of the Division and are not entitled to the benefits of State of Florida employees. The Division

shall not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, assignees, or subcontractors. The Contractor agrees to include this provision in all of its subcontracts under this Agreement.

B. ALL EMPLOYEES, SUBCONTRACTORS, AND AGENTS. All Contractor employees, assignees, subcontractors or agents performing work under this Agreement shall be properly trained technicians who meet or exceed any specified training qualifications and shall have all current licenses and permits required for all of the particular work for which they are hired by the Contractor. Upon request, the Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, assignees, subcontractors, or agents performing work under this Agreement must comply with all security and administrative requirements of the Division and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement. If any employee, assignee, subcontractor, or agent furnished by the Contractor requires access to a Division facility in order to perform duties required by this Agreement, then the State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any such employee, assignee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with the Division's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Agreement. The State may reject and bar from any facility for cause any of the Contractor's employees, assignees, subcontractors, or agents. The Division and the State shall take all actions necessary to ensure that Contractor's employees, assignees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, assignees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.

- C. **CONVICTED AND DISCRIMINATORY VENDORS.** In accordance with sections 287.133 and 287.134, Florida Statutes, an entity or affiliate who is on the Convicted Vendor List or the Discriminatory Vendor List may not perform work as a contractor, supplier, sub-contractor, or consultant under this Agreement.
- D. **WARRANTY TO PERFORM.** The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted or discriminatory vendor lists, or on any similar list maintained by any other state or the federal government.
- E. **ASSIGNMENT.** The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under this Agreement without the prior written consent of the Division,

provided that no such consent shall be required in the event of an assignment to an affiliate or to a successor-in-interest to the business of the Contractor resulting from a merger, reorganization, or sale of all or substantially all assets. The Division may assign this Agreement with prior written notice to Contractor.

- F. SUBCONTRACTS. The Vendor shall not subcontract any work under this Purchase Order without the prior written consent of the Agency. The Vendor is fully responsible for satisfactory completion of all subcontracted work.

11. MODIFICATION OF CONTRACT

This Agreement contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Division and the Contractor. This Agreement may only be modified or amended upon mutual written agreement of the Division and the Contractor. No oral agreements or representations shall be valid or binding upon the Division or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Division. Neither party may unilaterally modify the terms of this Agreement by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the party's order or fiscal forms or other documents forwarded by the Contractor for payment. A party's acceptance of product or payment or processing of documentation on forms furnished by the other party for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

12. MONITORING

The Contractor agrees to comply and cooperate with any reasonable monitoring procedures/processes deemed appropriate by the Division or its agents, employees, or designee, including the Florida Chief Financial Officer, or Florida Auditor General. In the event the Division determines that a limited scope audit of the Contractor is appropriate, the Contractor agrees to comply with any additional instruction provided by the Division to the Contractor regarding such audit. The Contractor further agrees to comply and cooperate with any inspection reviews, investigation or audits deemed necessary by the Florida Chief Financial Officer or Florida Auditor General.

Records of costs incurred by the Contractor under terms of this Agreement shall be maintained by the Contractor and made available upon request to the Division at all times during the period of this Agreement. Copies of these documents and records shall be furnished to the Division upon request. Records of costs incurred shall include the Contractor's general accounting records and the project records, together with supporting documents and records of the Contractor and all subcontractors performing work on the project, and all other records of the Contractor and

subcontractors considered necessary by the Division for a proper audit of project costs.

13. NOTICE AND CONTACT

A. Pursuant to section 287.057(14), Florida Statutes, the Division's Contract Manager "shall be responsible for enforcing performance of the contract terms and conditions and [shall] serve as liaison with the [C]ontractor." Additionally, the Contract Manager for the Division shall:

- 1) Monitor and document Contractor performance; and,
- 2) Review and document all deliverables for which the Contractor requests payment.

B. The Division's Contract Manager is Andrew Sussman

C. All notices required under the Agreement shall be delivered to the following:

For DIVISION (Contract Manager)	For CONTRACTOR
Andrew Sussman	Elliot Mark
2555 Shumard Oak Boulevard	25 Corporate Drive, 4 th Floor
Tallahassee, Florida 32399	Burlington, MA 01803
Tele: (850) 815-4110	Tele: (781)-859-4094
Email: Andrew.Sussman@emmvflorida.com	Email: <u>Elliot.Mark@everbridge.com</u>

14. MISCELLANEOUS

A. All services shall be performed by the Contractor to the satisfaction of the Division who shall decide all questions, difficulties and disputes of any nature in accordance with Section 9A that may arise under this Agreement, the prosecution and fulfillment of the services under it and the character, quality, and value thereof; and the decision upon all claims, questions and disputes shall be final and binding upon all parties hereto. Adjustments of compensation and contract time because of any major changes in the work that may become necessary or desirable as the work progresses shall be subject to mutual agreement of the parties, and Amendments(s) shall be entered into by the parties in accordance with the changes.

B. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Division at all times during the period of this Agreement and for five (5) years after completion of the work pursuant to this Agreement. Copies of these documents and records shall be furnished to the Division, its agents, employees or designee, including agents of other State agencies or the

Federal government upon request. Records of costs incurred shall include the Contractor's general accounting records and the project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Division for a proper audit of project costs.

- C. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.
- D. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
- E. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.
- F. Should a court determine any provision of this Agreement is invalid, the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the provision held to be invalid.
- G. If this Agreement is the result of a formal solicitation (Invitation to Bid, Request for Proposal or Invitation to Negotiate), the Department of Management Services Form(s) PUR1000 and PUR1001, included in the solicitation, are incorporated herein by reference and made part of the Agreement.

Otherwise, the Contractor is subject to the terms and conditions as outlined in Form PUR 1000, incorporated by reference and made part of this Agreement.

- H. The Division may require the Contractor and its employees, agents, representatives and subcontractors to provide fingerprints and be subject to such background screen as determined by the Agency and conducted by the Florida Department of Law Enforcement or the Federal Bureau of Investigation. The cost of the background screen(s) shall be borne by the Contractor. The Division may require the Contractor to exclude the Contractor's employees, agents, representatives or subcontractors based on the background screening results.
- I. The delay or failure by the Customer to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Customer's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

- J. Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Division purchases are independent of the agreement between Division and the Contractor, and the Division shall not be a party to any transaction between the Contractor and any other purchaser.

As provided in Section 287.042(16)(a), Florida Statutes, other state agencies may purchase from the resulting contract, provided that the Department of Management Services has determined that the contract's use is cost-effective and in the best interest of the State. Upon such approval, the Contractor may, at its discretion, sell these commodities or services to additional agencies, upon the terms and conditions contained herein.

Memoranda of understanding entered into by the Division and other agencies or governmental entities pursuant to Contract Number 16-PG-F4-13-00-22-379 are hereby recognized under this Agreement. The Contractor agrees to continue to provide commodities or services to those entities consistent with the terms and conditions contained within this Agreement. The Contractor agrees to recognize future memoranda of understanding between the Division and other agencies or governmental entities, as long as any such agencies or entities have emergency public alerting authority and use the Division's Alert Florida portal to notify citizens of emergency situations that affects their community. Such state agencies and other entities are not authorized to use the Alert Florida portal for internal employee notifications. Any permitted memoranda of understanding will survive the expiration of this Agreement, provided the Division and Contractor enter into a subsequent Agreement upon its expiration.

- K. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The Division may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of this Agreement. The Division may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Division may solicit separate bids to satisfy them.
- L. The following exhibits are incorporated and made a part of this Agreement. In case of discrepancy in any of the provisions of these exhibits with this Agreement, the provisions of this Agreement shall govern. In case of discrepancy among the exhibits, the exhibits are listed in governing order as follows:

- Exhibit 1 – Implementation of Scope of Work

- Exhibit A - Scope of Work
- Exhibit B - Exhibit B Price Sheet
- Exhibit C - Everbridge, Inc., GSA Approved End User License Agreement

M. Provide services in the Scope of Work (Exhibit A) to entities that may acquire services through Memoranda of Agreement executed under Section 14.J. of this Agreement or a successor Agreement. In addition, continue to provide services in this Scope of Work to entities that acquired services through Memoranda of Agreement executed under contract number DEM-16-PG-E4-13-00-22-379.

15. CONTRACT TERMS REQUIRED BY FEDERAL LAW.

A. Equal Employment Opportunity. During the performance of this contract, the contractor agrees as follows:

- 1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- 2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- 3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representatives of the contractor's commitments under section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

- 5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

B. Copeland "Anti-Kickback" Act

- 1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- 2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

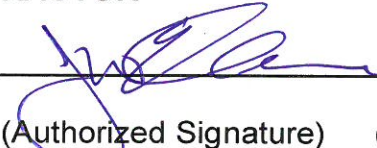
- 3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.
- C. Contract Work Hours and Safety Standards. In accordance with 40 U.S.C. 3702 of the Act, the Contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.
- D. Clean Air Act and the Federal Water Pollution Control Act. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).
- E. Suspension and Debarment.
- 1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - 2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - 3) This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - 4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid

and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

- F. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month and year set forth above.

CONTRACTOR

By: 

(Authorized Signature) (Date)

Jaime Ellertson

(Print/Type Name)

Title: Chairman and Chief Executive Officer

DIVISION OF EMERGENCY MANAGEMENT

By:  6/26/19

(Authorized Signature) (Date)

Kevin Guthrie

(Print/Type Name)

Title: Deputy Director / SERT CH.

Federal Tax ID# 26-2919312 _ _ _

State of Florida
PUR 1000
General Contract Conditions

Contents

1. Definitions.
2. Purchase Orders.
3. Product Version.
4. Price Changes Applicable only to Term Contracts.
5. Additional Quantities.
6. Packaging.
7. Inspection at Contractor's Site.
8. Safety Standards.
9. Americans with Disabilities Act.
10. Literature.
11. Transportation and Delivery.
12. Installation.
13. Risk of Loss.
14. Transaction Fee.
15. Invoicing and Payment.
16. Taxes.
17. Governmental Restrictions.
18. Lobbying and Integrity.
19. Indemnification.
20. Limitation of Liability.
21. Suspension of Work.
22. Termination for Convenience.
23. Termination for Cause.
24. Force Majeure, Notice of Delay, and No Damages for Delay.
25. Changes.
26. Renewal.
27. Purchase Order Duration.
28. Advertising.
29. Assignment.
30. Antitrust Assignment
31. Dispute Resolution.
32. Employees, Subcontractors, and Agents.
33. Security and Confidentiality.
34. Contractor Employees, Subcontractors, and Other Agents.
35. Insurance Requirements.
36. Warranty of Authority.
37. Warranty of Ability to Perform.
38. Notices.
39. Leases and Installment Purchases.
40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE).

- 41. Products Available from the Blind or Other Handicapped.
- 42. Modification of Terms.
- 43. Cooperative Purchasing.
- 44. Waiver.
- 45. Annual Appropriations.
- 46. Execution in Counterparts.
- 47. Severability.

1. Definitions. The definitions contained in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

- (a) “Contract” means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.
- (b) “Customer” means the State agency or other entity identified in a contract as the party to receive commodities or contractual services pursuant to a contract or that orders commodities or contractual services via purchase order or other contractual instrument from the Contractor under the Contract. The “Customer” may also be the “Buyer” as defined in the PUR 1001 if it meets the definition of both terms.
- (c) “Product” means any deliverable under the Contract, which may include commodities, services, technology or software.
- (d) “Purchase order” means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, contract or other authorized means).

2. Purchase Orders. In contracts where commodities or services are ordered by the Customer via purchase order, Contractor shall not deliver or furnish products until a Customer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor’s order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Customers shall designate a contract manager and a contract administrator as required by subsections 287.057(15) and (16) of the Florida Statutes.

3. Product Version. Purchase orders shall be deemed to reference a manufacturer’s most recently release model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version.

- 4. Price Changes Applicable only to Term Contracts.** If this is a term contract for commodities or services, the following provisions apply.
- (a) Quantity Discounts. Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price concessions on quantity purchases of any products offered under the Contract. State Customers shall document their files accordingly.
 - (b) Best Pricing Offer. During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.
 - (c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.
 - (d) Trade-In. Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.
 - (e) Equitable Adjustment. The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.
- 5. Additional Quantities.** For a period not exceeding ninety (90) days from the date of solicitation award, the Customer reserves the right to acquire additional quantities up to the amount shown on the solicitation but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation.
- 6. Packaging.** Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted

commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer's property.

- 7. Inspection at Contractor's Site.** The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.
- 8. Safety Standards.** All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.
- 9. Americans with Disabilities Act.** Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.
- 10. Literature.** Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.
- 11. Transportation and Delivery.** Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.
- 12. Installation.** Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor

shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

- 13. Risk of Loss.** Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

- 14. Transaction Fee.** The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering reprocurement costs from the Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE SUBJECT TO BEING REMOVED FROM THE DEPARTMENT OF MANAGEMENT SERVICES' VENDOR LIST AS PROVIDED IN RULE 60A-1.006, F.A.C.**

- 15. Invoicing and Payment.** Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. The State may require any

other information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract.

At the State's option, Contractors may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to the Customer through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.

Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payments by State Agencies. The Customer is responsible for all payments under the Contract. A Customer's failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Department or to other Customers.

16. Taxes. The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Customer in the special contract conditions section of the solicitation or in the Contract or purchase order.

17. Governmental Restrictions. If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Contractor shall immediately notify the Customer in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Customer.

18. Lobbying and Integrity. Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the

Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

19. Indemnification. The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or a Customer.

Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Customers from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Customer the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer the right to continue using the product, the Contractor shall remove the product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The customer shall not be liable for any royalties.

The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or Customer giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or Customer in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

20. Limitation of Liability. For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the greater of \$100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the

Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement.

Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

- 21. Suspension of Work.** The Customer may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of the State to do so. The Customer shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the Customer shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.
- 22. Termination for Convenience.** The Customer, by written notice to the Contractor, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.
- 23. Termination for Cause.** The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that

the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.

24. Force Majeure, Notice of Delay, and No Damages for Delay. The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

25. Changes. The Customer may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Customer may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Customer may solicit separate bids to satisfy them.

26. Renewal. Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the

solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

27. Purchase Order Duration. Purchase orders issued pursuant to a state term or agency contract must be received by the Contractor no later than close of business on the last day of the contract's term to be considered timely. The Contractor is obliged to fill those orders in accordance with the contract's terms and conditions. Purchase orders received by the contractor after close of business on the last day of the state term or agency contract's term shall be considered void.

Purchase orders for a one-time delivery of commodities or performance of contractual services shall be valid through the performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the single delivery/performance, and shall survive the termination of the Contract.

Contractors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the state term or agency contract. For example, if a state term contract calls for delivery 30 days after receipt of order (ARO), and an order specifies delivery will occur both in excess of 30 days ARO and after expiration of the state term contract, the Contractor will accept the order. However, if the Contractor expressly and in writing notifies the ordering office within ten (10) calendar days of receipt of the purchase order that Contractor will not accept the extended delivery terms beyond the expiration of the state term contract, then the purchase order will either be amended in writing by the ordering entity within ten (10) calendar days of receipt of the contractor's notice to reflect the state term contract delivery schedule, or it shall be considered withdrawn.

The duration of purchase orders for recurring deliveries of commodities or performance of services shall not exceed the expiration of the state term or agency contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals.

Timely purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the recurring delivery/performance as provided herein, and shall survive the termination of the Contract.

Ordering offices shall not renew a purchase order issued pursuant to a state term or agency contract if the underlying contract expires prior to the effective date of the renewal.

28. Advertising. Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise

linking the Contractor's name and either a description of the Contract or the name of the State or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

29. Assignment. The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Customer. In the event of any assignment, the Contractor remains secondarily liable for performance of the contract, unless the Customer expressly waives such secondary liability. The Customer may assign the Contract with prior written notice to Contractor of its intent to do so.

30. Antitrust Assignment. The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

31. Dispute Resolution. Any dispute concerning performance of the Contract shall be decided by the Customer's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty one (21) days from the date of receipt, the Contractor files with the Customer a petition for administrative hearing. The Customer's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.

32. Employees, Subcontractors, and Agents. All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Customer and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Customer's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State may reject

and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

- 33. Security and Confidentiality.** The Contractor shall comply fully with all security procedures of the United States, State of Florida and Customer in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's or Customer's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.
- 34. Contractor Employees, Subcontractors, and Other Agents.** The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.
- 35. Insurance Requirements.** During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.
- 36. Warranty of Authority.** Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.
- 37. Warranty of Ability to Perform.** The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.
- 38. Notices.** All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency

designee identified in the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

39. Leases and Installment Purchases. Prior approval of the Chief Financial Officer (as defined in Section 17.001, F.S.) is required for State agencies to enter into or to extend any lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes.

40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at <http://www.pridefl.com>.

41. Products Available from the Blind or Other Handicapped. Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

42. Modification of Terms. The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

43. Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser.

State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

44. Waiver. The delay or failure by the Customer to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Customer's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

45. Annual Appropriations. The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

46. Execution in Counterparts. The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

47. Severability. If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

Exhibit “1”
Implementation of Scope of Work
Florida Statewide Emergency Alert and Notification System

Statement of Purpose / Need

Florida Statutes Section 252.35(2)(a)6 requires The Florida Division of Emergency Management (FDEM) to “establish a system of communications and warning to ensure that the state’s population and emergency management agencies are warned of developing emergency situations and can communicate emergency response decisions.”

FDEM has procured a vendor-hosted, “mass notification” system that will provide statewide alerts for imminent or sudden hazards through the use of: Voice telephone calls; Text messages; Emails; Social media; Push Notification; and, Telecommunications Device for the Deaf/Teletypewriter (“TDD/TTY”). The system must integrate with the following alert systems: The Emergency Alert System (“EAS”)¹; and, The Integrated Public Alert and Warning System (“IPAWS”)². The system must be able to be triggered by and send out in Common Alerting Protocol (CAP) Format. Additionally, the Everbridge system includes the capability to automatically disseminate weather warnings issued by the National Weather Service (“NWS”). Leveraging the Everbridge incident communications and scenarios module, jurisdictions can also communicate in multiple languages. The Everbridge system will be made available for FDEM, other state agencies with a public alerting responsibility for public warning through the Alert Florida portal (but only for emergency public alerting and not for internal employee usage for state agencies other than FDEM), Florida College System Institutions and State Universities as defined in 1000.21 Florida Statutes, and Political Subdivisions as defined in Florida Statutes Section 1.01 with a public alerting responsibility.

Under the authority of the General Services Administration (GSA) Disaster Purchasing Program. The products and services purchased will be used in preparation or response to disasters or recovery from major disaster declared by the President, or recovery from terrorism or nuclear, biological, chemical, or radiological attack.

The Contract Manager for the Division will be

Andrew Sussman
Information and Technology Management
Florida Division of Emergency Management
850-815-4110
Andrew.Sussman@em.myflorida.com

¹ The Emergency Alert System (EAS) is a national public warning system that requires broadcasters, cable television systems, wireless cable systems, satellite digital audio radio service (SDARS) providers, and direct broadcast satellite (DBS) providers to provide the communications capability to the President to address the American public during a national emergency. The system also may be used by state and local authorities to deliver important emergency information, such as AMBER alerts and weather information targeted to specific areas.

² The Integrated Public Alert and Warning System (IPAWS) is a modernization and integration of the nation’s alert and warning infrastructure that provides public safety officials with a way to alert and warn the public about serious emergencies using the Emergency Alert System (EAS), Wireless Emergency Alerts (WEA), the National Oceanic and Atmospheric Administration (NOAA) Weather Radio, and other public alerting systems from a single interface.

Background

FDEM already has systems in place to communicate emergency response decisions to other state agencies and to the political subdivisions of this State. As of 2016, FDEM and all counties possess a comprehensive, interoperable communication system that can alert the State's population (both permanent and transient) to the threat posed by an imminent or sudden emergency. The contract for FDEM, and participating political subdivisions under this system, will expire June 30, 2019.

All political subdivisions within the State possess emergency notification and alert systems, provided through the State's current contract or through an alternative system funded locally.

- FDEM assists political subdivisions that do not possess the financial resources to develop and/or maintain an emergency notification and alert system. As a result of these **funding gaps**, segments of the population who reside within the geographical boundaries of those political subdivisions may not have received adequate or effective warnings about imminent or sudden emergencies. The current state contract prevents this gap.
- For citizens who rely on cellular or smart phones for communication, no service provider can guarantee complete coverage throughout the entire State of Florida; hence, **coverage gaps** may inhibit FDEM's ability to communicate emergency notifications and alerts.
- Communication service providers may not possess the capacity to allow every customer in the network to receive or transmit messages at the same time; as a result, **capacity gaps** may delay emergency notifications and alerts that are time-sensitive.
- Not every person in the State of Florida speaks English as his or her primary language. Additionally, some communities within the State may not possess meaningful access to the communication systems that other individuals enjoy. Also, some visitors to the State may not communicate through common or traditional communication systems during their stay. Consequently, **socio-economic and cultural gaps** may limit the ability of FDEM to communicate emergency warnings to vulnerable populations.

When combined, these gaps create a significant communication problem that requires a comprehensive solution. Through this Agreement FDEM seeks to continue to maintain and enhance a baseline that has been created by procuring an emergency notification and alert system that can span across the funding, coverage, interoperability, capacity, as well as the socioeconomic and cultural divides that previously inhibited FDEM's ability to warn the State's entire population (both permanent and transient) about imminent and sudden emergencies.

Scope of Work

The Vendor shall host and maintain an emergency alert and notification system that continues to meet requirements outlined in the Task Section of the Scope of Work during the contract period. The Vendor will make the system available to FDEM, other

State Agencies through this Agreement, Florida College System Institutions and State Universities as defined in Florida Statutes Section 1000.21, and Political Subdivisions as defined in Florida Statutes Section 1.01 with a public alerting responsibility. FDEM will maintain account control over the system and all other entities listed above will serve as administrators of the system and primary originators of messages.

Timeframe for bringing entities online:

Entities will be brought online in accordance with a project management plan to include onboarding and onsite training for new entities. 63 out of 67 counties are currently operational. The Everbridge Technical Account Manager will meet the onboarding needs of new jurisdictions.

System Elements and Sub-elements

1) Levels of Access

At the Organization level, there are many roles. You have access to components of the system depending on your role. That is, the Everbridge Suite tabs available to you after you login are the ones in which you have permission to work. Default roles are:

- A. Organization Administrator—This administrator is responsible for an Everbridge Suite and/or Incident Management organization. Organization Administrators can access all functionality available to the organization (all Everbridge Suite and Incident Management tabs at the Organization level). Organization Administrators can perform actions within their own organizations, but not other organizations. They can add groups in their individual organizations.
 - B. Group Manager—This administrator can manage and send notifications to predefined sets of contacts. Group Managers can access functionality at the Organization level to the following Everbridge Suite tabs: Dashboard, Universe, Notifications, Contacts, and Reports. Group Managers can perform actions within their own groups. A Group Manager cannot edit the organization settings.
 - C. Dispatcher - Users of this role can manage and send notification templates, manage scheduled notifications, and manage active notifications. Dispatchers can access functionality at the Organization level to the following Everbridge Suite tabs: Dashboard, Universe, and Notifications.
 - D. Data Manager—Users of this role can only manage contact records (add, edit, and remove). Data Managers can access functionality at the Organization level to the following Everbridge Suite tabs: Contacts and Reports.
 - E. Mass Notification Operator—Users of this role can send predefined notification templates and can manage active notifications. Mass Notification Operators can access functionality at the Organization level to the following Everbridge Suite tabs: Notifications.
- 2) Incident Administrator—This administrator manages incident communication for the organization. Incident Administrators can access functionality at the Organization

level to the following tabs: Incidents, Dashboard, Contacts, and Reports. Incident Administrators can build incident templates, report on incidents and launch incident notifications inherit all permissions of the Incident Operator.

- 3) Incident Operators can launch and manage incidents.
- 4) Data Managers can create and administer groups, update and upload contacts.

2) System Requirements

The System shall include the following, requirements:

- A. Provide statewide coverage to an unlimited number of recipients.
- B. Be capable of sending mass notifications for multiple unique simultaneous events. The system shall accomplish mass notification of the public via phone (landline, VoIP, and wireless), Native SMS via SMPP and MMS messaging, email, Really Simple Syndication (RSS), outbound Common Alerting Protocol format and social media (at a minimum Facebook and Twitter). The Vendor may provide other methods if capable. The system shall be able to send messages through each of these mediums simultaneously. For notification methods where the sent message exceeds the allowed number of characters (e.g., a SMS), the system shall intelligently detect and provide an alternate mechanism for the recipient to view the complete message, such as a short-code link via Twitter.
- C. The system shall have the following levels of access: system administrator, jurisdiction/agency administrator, restricted user, message originator, and recipient. The system must allow each administrator and message originator to have a unique username and credential to access the site and launch notifications, at no additional cost. System shall have tiered administration to include state, county, city and jurisdiction/agency levels as defined in the contract. Administrators shall be able to view system activity of all administrators below their level. There shall be no limit on the number of administrators or message originators. The system must:
 1. Have the ability to offer single sign-on credentials
 2. Be able to remotely wipe an app/user
- D. Allow administrators and jurisdiction/agency administrators to create and edit an unlimited number of notification groups and sub-groups. Administrators and jurisdiction/agency administrators shall be able to manage their own user groups. Jurisdiction/Agency administrators shall be able to create an unlimited number of message categories that recipients may subscribe to. The system must have the ability to:
 1. Send notifications to a minimum of 5 million contacts from within one account;
 2. Must use a combination of dedicated Public Switched Telephone Network (PSTN) telephony and on-demand VOIP for enhanced scalability. All PSTN lines must be owned by the Vendor to ensure control and capacity;
 3. Vendor must provide a delivery Service Level Agreement stipulating a minimum of 300,000 voice-based and 600,000 text-based messages per hour;

4. Must allow an administrative user to adjust and align message delivery to the capacity of the target phone networks to prevent system wide disruption during a large notification.
 - a. Preferences must support the ability to define maximum number of simultaneous calls for multiple telephone networks within the same broadcast (i.e. 50 calls per minute to 555-123-xxxx and 100 calls per minute to 555-999-xxxx)
 - b. Preferences are easily accessible from within the system's web user interface and require no vendor intervention for quick adjustments.
- E. Be web-based and hosted on the Vendor's infrastructure, accessible from any internet connection and browser. The Vendor will not require additional client- or server-based hardware to be housed on-site by administrators. The web-based system must be compatible with supported versions of industry standard browsers, at a minimum: Google Chrome, Apple Safari, and Mozilla Firefox. Message origination must be supported through Windows, iOS, and Android mobile device platforms. All features of the regular desktop browser version must be functional on those platforms. The applications must be "native" mobile device applications and not simply a "skin" that loads mobile-formatted webpages. There shall be no pop-up or banner advertising inside the application. All features in the application must be free for any user and the application must not require the user to consent to any type of future "in-app purchase" before installing the application. The system must have the ability to:
 1. Provide all notifications services through one user interface (UI), not multiple UI's.
 2. Post to multiple social channels from within the same notification.
 3. Message recipient to reply in full sentences and provide geo location.
 4. Message recipient to confirm receipt of message and stop notifications upon confirmation.
 5. Send follow up to existing notification recipients (i.e. confirmed, not confirmed) for polling.
 6. Create reports to show confirmation of receipt and not delivered.
 7. Publish to Google Alerts through Nixle channels.
 8. Shall fully interface with the Integrated Public Alert and Warning System (IPAWS) for alerting via Wireless Emergency Alerts (WEA), Emergency Alert System (EAS), and HazCollect NOAA Weather Radio All Hazards. The system must be able to be triggered from inbound Common Alert Protocol (CAP) format and push outbound in CAP format. The Vendor must be a FEMA IPAWS Alert Origination Software Provider. The system must have the ability to also test in a separate environment from live and require for IPAWS with separate private key and key store password.
 9. Stop a broadcast after being initiated. Ability to set a broadcast duration, whereas broadcast will automatically stop notifying contacts at a set time.

10. Contact API – Data Integration purposes only.

- F. Have the ability to securely accept, upload, and utilize jurisdiction/agency-provided contact files (e.g., User Contact Data) and phone data at no additional cost. Duplicate contact paths are deduplicated in the system so that a delivery method is not attempted multiple times. Users can remove duplicate contact information, but Everbridge assumes no responsibility to remove contacts or edit duplicate delivery methods. Vendor will provide publicly available landline and Voice Over Internet Protocol (VOIP) contacts appropriate to the jurisdiction/agency user Annually in the month of July.
- G. Provide a training/exercise mode which provides full functionality, but is separate from contact data in the “real-world” instances of the system.
- H. Through Everbridge’s custom reporting tools, jurisdictions/agencies have the ability to define reports without Vendor assistance and any jurisdiction/agency-defined report format to be generated again in the future. User must be able to customize and can be utilized within the web interface. Reports can be exported in pdf or .csv file format. The number of report shall be unlimited. The system must have the reporting ability to:
 - 1. Show notification confirmation of receipt minute by minute, and not delivered.
 - 2. Produce custom reports using all application data including:
 - a. Recipient information, distribution group information, call summary, message information and all other fields available in the database.
 - b. Allow the user to choose the fields for the report.
 - c. Maintain a customized report library where users can save an unlimited number of reports.
 - d. Ability to export report data in CSV or PDF format.
- I. Allow for the creation and storage of pre-scripted and editable templates and audio and text messages. The system shall be able to store broadcast templates/scenarios with content and recipients for later deployment. The system shall allow jurisdiction/agency administrators and message originators to edit pre-scripted messages and scenarios as needed.
- J. Capable of voice recording by jurisdiction/agency administrators and message originators. System shall be capable of text-to-speech. Voice recordings and text-to-speech must be reviewable as part of message origination workflow before message transmission.
- K. Allow for web-based access for recipients any participating jurisdiction/agency-specific subscription portal where they can “opt in” to the system and select the types of alerts they would like to receive and manage contact information.
- L. Allow the public to opt in to the system by registering phone numbers, SMS numbers, and email addresses. This information shall be updated in real time. Lost password and user name recovery shall be accomplished automatically and without administrator action. The system must have the ability to:
 - 1. Register all opt-in contacts locally and seamlessly roll up to

- agency, city, county and state level accounts in real time (no delay between registration at local level and contact populating in County and State Account).
2. Notify special event attendees, seasonal visitors, or tourists with a simple key word to text and opt-in.
 3. Allow jurisdiction/agency users to download all contacts from system at any time.
 4. Pursuant to Section 119.071(5)(j), Florida Statutes, contacts in this system is exempt from disclosure. The log in page of any entity can be configured to display the following text: According to Section 119.071(5)(j), Florida Statutes, "Any information furnished by a person to an agency for the purpose of being provided with emergency notification by the agency is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. This exemption applies to information held by an agency before, on, or after the effective date of this exemption."
 5. Have internal employee contacts in a different environment from public contacts to avoid the potential of sending internal notifications to public contacts.
- M. Allow jurisdiction/agency administrators to customize, without vendor intervention, the opt-in page content and banner for custom branding.
- N. Have the ability for recipients to identify a preferred language. The system shall support messages in multiple languages. The system shall use Google translate or a Vendor-supported capability that is better than Google Translate. The system shall allow administrators to select the languages with which they would like to communicate; at a minimum, the list of languages must include English, Spanish, and Haitian Créole. The system shall allow for a separate message body text box and separate manual recording field for each dialect. The system shall also allow for web-based access for recipients to a jurisdiction/agency-specific subscription portal where they can "opt in" to the system and select the types of alerts they would like to receive and manage contact information. The user interface for the subscription portal must be available in the aforementioned languages.
- O. Allow citizens to register a minimum of two (2) location points in their recipient profile (e.g., home, school, work) unless the jurisdiction/agency requests only one location point. The system shall provide all of the following methods for recipient registration:
1. Automatically compare addresses against the United States Postal Service data to suggest a correct address, and then automatically geocode the address into the recipient's profile. This can be accomplished through point to address geo location.
 2. Provide the ability for recipients to manually input latitude/longitude (e.g., decimal degrees and United States National Grid.)
 3. The ability for recipients to access a graphical user interface where they can view their location on a map and select point.
 4. Allow jurisdiction/agency administrators to view all geocoded contacts

- on a map. Must be able to support single closed looped polygon alerting to contacts.
- 5. Define an area(s) or zone(s) where people utilizing the system app will receive a push notification when entering or within the designated zone regardless if they're signed up for the jurisdiction's/agency's system.
- 6. Allow custom alert tones for emergency notifications on the user's app.
- P. Be able to support a minimum of 3 telephone numbers, 3 SMS numbers, 3 physical addresses, and 3 email addresses per recipient; unless a jurisdiction/agency prefers only 1 telephone number, 1 SMS number, 1 physical address, and 1 email address per recipient.
- Q. Adhere to the "Common Alerting Protocol" (CAP) standard specified by FEMA to include inbound/outbound CAP Format via the Organization for the Advancement of Structured Information Standards (OASIS). As new CAP versions and sources are implemented, the system must be updated to include CAP format changes as part of ongoing system updates.
- R. Support automatically adding and removing recipients at the jurisdiction/agency-level from static and dynamic groups without vendor assistance. System will allow for jurisdiction/agency level scheduled automated contact file uploads to utilize information.
- S. Have the inherent capability to immediately import and export recipient group and sub-group data without vendor assistance.
- T. Be capable of accepting, via secured web upload, jurisdictional supplied phone data and mapping updates at no additional cost.
- U. Be capable of managing special databases, such as a special needs registry, with all the same functionality as other contact databases and must also allow permissions on managing data and notifications to be set for various users. There is an overall level for the manager(s) of the registry, and sub level(s) for managers of groups, such as the ability for a home healthcare organization to manage their registrant information without seeing other registrants which are not under their care in the system. These positions can also be given or restricted from the ability to send notifications. If they are allowed to send notifications, there must be an ability for them to set a phone number for call back that does not default to the phone number used for notifications from the jurisdiction/agency over the system. Administrators can add additional information questions to registration without assistance from vendor.

3) Geographical Information System Requirements

The System shall include the following GIS requirements:

- A. System shall offer GIS functionality of administrator-drawn geographic/polygon selection of specific areas to transmit messages and generate call lists. Jurisdiction/Agency administrators shall be able to choose to use the system's GIS functionality or to import local GIS shapefiles.
- B. System shall support the ability to search for a geographic location using a contact name, address, street segments, zip code, and latitude/longitude.
- C. System shall allow for a search of the recipient database using any of the fields contained in the database.

- D. System shall support the ability to target a region defined by a combination of a contact location, an address point or a landmark, and a radius around that address.
- E. System shall include the ability to resize, modify, and rotate the shapes after initial drawing or placement.
- F. System shall include the ability to drag and drop the shapes to a different location on the map.
- G. System shall include the ability to create both inclusion and exclusion polygons.
- H. System shall display the number of recipients included within a selected region.

4) Notification Requirements

The System shall include the following notification requirements:

- A. Use of the system shall not be governed by number of minutes, messages, increments, or credits. System shall accomplish mass notification of the public via phone (landline, VOIP, and wireless), Native SMS via SMPP messaging, email, really simple syndication (RSS), Push Notification, and Social Media. The system shall be able to send messages through each of these mediums simultaneously. For notification methods where the sent message exceeds the allowed number of characters (i.e. a SMS) the system shall intelligently detect and provide an alternate mechanism for the recipient to view the complete message, such as a short-code link.
- B. All text/SMS messaging shall be Short Message Peer-to-Peer (SMPP) messaging via cellular network gateway providers. Delivery of IPAWs/Cell Broadcast messaging shall be CAP compliant pushed to the defined cellular network platform/gateway. To reduce the possibility of notification messages being handled as spam, the Vendor must have an established SMPP short code that is whitelisted with the major US commercial cellular carriers (at minimum Verizon, T-Mobile, Sprint, and AT&T). SMTP text messaging, or any portion of the user profile that requires a user to specify their mobile carrier, does not meet this requirement.
- C. Be able to launch automated weather alerts for specified Watch, Warning, or Advisory products generated by the National Weather Service. These alerts must be based on the Latitude/Longitude Polygon box provided by the National Weather Service to retain the geographic specificity intended by the issuing Weather Forecast Office, such as a river basin or Storm-Based warning. Weather alerting based on county name or zip code does not meet this requirement. The National Weather Service is the only recognized alerting authority for this requirement.
- D. Be accessed by message originator for the purpose of launch and utilization via a computer with internet connection, smart phone, mobile app and phone, to record and schedule calls. Mobile apps shall be designed specifically for their respective device and platform and must support visual GIS map based notifications.
- E. Enable message originators to specify whether recipients must

acknowledge human receipt of a message. If confirmed receipts are requested, the system must continue trying to reach the recipient until positive confirmation has been received with human acknowledgement. Once acknowledgement has been received, the system will cease all further attempts to reach that recipient.

- F. Allow message originators to enable a timeout option for notifications, at which time notification attempts will cease, even if a user has not been successfully contacted. For weather notifications, this timeout window should default to the expiration of the product issued by the National Weather Service.
- G. Allow jurisdiction/agency administrators to use a system default or create a jurisdiction/agency level caller ID and jurisdictional display name email address to outgoing notification recipients.
- H. Allow outgoing notification messages to contain photo, video, and audio attachments and links with a maximum size of 2 MB.
- I. System shall be Americans with Disabilities Act (ADA) compliant for photo, video, and audio attachments and links, to include TDD/TTY capability.
- J. Provide online real time reports detailing success, failure, and display call results to include not connected. These reports shall be customizable per jurisdiction/agency administrator.
- K. Be able to recognize human voice versus an answering machine and wait until the outgoing message from an answering machine or voicemail system has ended prior to leaving the message.
- L. Allow for voice message throttling, which allows the sender to determine and define desired delivery rate for specific areas, area codes, and prefixes so as to not overwhelm a telephone exchange for a given area.
- M. Vendor must be capable of monitoring delivery performance and automatically increasing system capacity on demand as Vendor doesn't control carrier infrastructure.
- N. When Vendor is periodically enhancing their system capacity clients must experience no downtime impact during capacity enhancements.
- O. Vendor must be capable of simulating system performance tests:
 - 1. Performance tests must support real-life simulations including, but not limited to, percentage of confirmed calls in the first attempt and the ability to customize broadcast setting and delivery contact paths.
 - 2. Simulation test calls must not be placed to invalid (555-XXXX) phone numbers.

5) Security Requirements

The System shall include the following security requirements:

- A. Require a secure login for any administrator or message originator to access the system. The secure login shall be a case-sensitive complex password with the following attributes:
 - 1. Minimum of 12 character passwords
 - 2. Maximum of 15 characters
 - 3. Combination of upper and lower case letters

- 4. Allow for numeric and common symbols (e.g., ! @#\$%^&*)
- B. Encrypt data at rest and in transit.
- C. Lockout accounts after 5 failed login attempts.
- D. Allow 24 password generations. Meaning user must use 24 unique passwords before they can reuse the first password.
- E. Allow customizable password expiration of 90, 180, 365 and never for the account and configurable session timeouts of 15, 30, 45 minutes and in 1 hour increments up to 12 hours.
- F. Create an auditable event log for all account actions to be accessible by system administrator.
- G. System data centers shall reside in the United States.
- H. Have the option to require a PIN to receive message for internal employee notifications.
- I. System shall be Department of Homeland Security (DHS) Safety Act Certified as a Qualified Anti-Terrorism Technology and provide proof of certification. <https://www.dhs.gov/publication/safety-act-liability-protection>
- J. System must be Service Organization Control (SOC3) compliant or better. Proof of compliance is required.
- K. System must be Federal Risk and Authorization Management Program (FedRAMP) compliant, or working towards compliance by July 1, 2019. Proof of compliance or proof that compliance will be met by July 1 is required.

6) Support Requirements

The System shall include the following support requirements:

- A. The Vendor shall provide 24/7/365 employee staffed technical support helpdesk assistance via telephone and internet support for the application's users at all levels, reachable by telephone or email and internet, and with sufficient resources to respond to assistance requests. Support is available 24/7 by phone. Helpdesk assistance must be available in multiple languages and via TTY and cannot be "on-call." Helpdesk assistance must be in-house; no third-party Vendors to be used.
- B. In addition to helpdesk support, the Vendor will provide a representative who resides in the State of Florida to assist with technical support during times of emergencies and critical events, and testing for such events, at any jurisdictional/agency level to expedite assistance in meeting the needs of the jurisdictions/agencies within the bounds of the Scope of Work. The representative must be reachable via phone and email, and have connectivity to send messages on behalf of a jurisdiction/agency when requested.
- C. The Vendor shall be able to initiate alert notifications on behalf of administrators and jurisdiction/agency administrators if connectivity with the system is lost.
- D. The Vendor shall provide maintenance of the system to ensure there is no downtime. The system will provide a backup site as redundancy with an automatic flip in the case of site failure.
- E. The system will provide online user help and assistance. Online help will

- consist of text-based, contextual help, as well as video and audio assisted help. Help for system use should also be interlaced within the site (e.g., screen-within-a-screen). Training for system use must be web-based.
- F. The annual maintenance agreement will include Vendor maintenance, and support shall include all applicable patches released, including for any third-party system components.
 - G. The jurisdiction supplied data, including opt-in or jurisdiction/agency-supplied, remains the property of the jurisdiction/agency and/or State of Florida. The data must be exportable from the system at any time and provided to the State of Florida for distribution to jurisdictions/agencies upon termination of the contract. Data shall only be used by the Vendor for the sole-purpose of initiating notifications through the system and may not be used for marketing purposes. The data may not be sold or rented or given to any third party.
 - H. The Vendor shall conduct at least one webinar training a month, available to any administrator of the system, during the contract period if requested.
 - I. Where requested by an eligible jurisdiction/agency, Vendor will support a minimum two-day onsite training and onboarding for new Jurisdictions.

Tasks:

The Vendor shall complete the following:

1. Deliver a system that satisfies all of the System Requirements, Geographical Information System Requirements, Notification Requirements, Security Requirements, and Support Requirements outlined in this Scope of Work addendum.
2. Host and maintain the emergency alert and notification system that shall continue to meet the requirements outlined in the Scope of Work for the duration of the contract period.
3. Continue to provide services in this Scope of Work to entities that acquired services through Memoranda of Agreement executed under contract number DEM-16-PG-E4-13-00-22-379.
4. Provide services in this Scope of Work to entities that may acquire services through Memoranda of Agreement executed under this Agreement.

Deliverables

No later than the 20th calendar day of each month, the Vendor shall provide an invoice for payment to the Contract Manager via email, along with a report documenting the usage and work performed (in a format approved by the Contract Manager), that at a minimum contains the following:

- The number of broadcast notifications sent;
- The number of recipients who received notifications;
- The number of messages sent to broadcast the notifications;
- The number of business and residential contacts including VOIP, and any increases;
- The number of contacts subscribed to the system; and
- The name and number of jurisdictions/agencies using the system.

Period of Performance

July 1, 2019 through June 30, 2024.

Method of Compensation

It is anticipated that the Division will issue one (1) five-year fixed price Contract to the awarded Vendor. The Contract price is all inclusive and the Division will not compensate or reimburse the Contractor any other amounts related to Contract performance. The Division will pay the contractor one advance payment annually (per invoice) in July of each year during the term in the amount of \$2,500,000.00 and, based on the Deliverables, the amount of \$83,333.33 on a monthly basis, minus any amounts due to the Division for financial consequences (see below).

Invoice Requirements

In accordance with Florida Statutes Section 287.058(1)(a), the Contractor will provide the Contract Manager invoices in sufficient detail for a proper pre-audit and post-audit thereof. All invoices must be submitted on a monthly basis to the Division's Contract Manager in accordance with the State of Florida Reference Guide for State Expenditures at:

https://www.myfloridacfo.com/Division/AA/Manuals/Auditing/Reference_Guide_For_State_Expenditures.pdf.

To be payable, invoices shall:

- Include, at a minimum: the invoice number, invoice date, Contract Number, deliverable reference number and description, remit address, current invoice amount, cumulative amount invoiced to date, and a certifying signature. Payment shall be made in accordance with Florida Statutes Sections. 215.422 and 287.0585, which govern time limits for payment of invoices;
- Include a signature approval from the Contractor. The invoices shall be accompanied by a monthly report specifying the tasks and activities performed; and,
- Invoices must be accepted and approved by the Division.

Financial Consequences Triggers

Financial consequences shall be assessed for contract non-compliance or non-performance. Other than for reasons described in Section 9.E in the Agreement, the Contractor shall reimburse the Division \$100 for every five (5) minute period that the Division and its authorized users are unable to access the platform, after an initial grace period of fifteen (15) minutes and up to a maximum of \$10,000 per occurrence.

Exhibit “A”
Scope of Work
Florida Statewide Emergency Alert and Notification System

Statement of Purpose / Need

Florida Statutes Section 252.35(2)(a)6 requires The Florida Division of Emergency Management (FDEM) to “establish a system of communications and warning to ensure that the state’s population and emergency management agencies are warned of developing emergency situations and can communicate emergency response decisions.”

FDEM seeks to procure a vendor-hosted, “mass notification” system that will provide statewide alerts for imminent or sudden hazards through the use of: Voice telephone calls; Text messages; Emails; Social media; Push Notification; and, Telecommunications Device for the Deaf/Teletypewriter (“TDD/TTY”). The system must integrate with the following alert systems: The Emergency Alert System (“EAS”)¹; and, The Integrated Public Alert and Warning System (“IPAWS”)². The system must be able to be triggered by and send out in Common Alerting Protocol (CAP) Format. Additionally, the system must include the capability to: Automatically disseminate weather warnings issued by the National Weather Service (“NWS”); and, Communicate in multiple languages. The system will be made available for FDEM, other state agencies with a public alerting responsibility, Florida College System Institutions and State Universities as defined in 1000.21 Florida Statutes, and Political Subdivisions as defined in Florida Statutes Section 1.01 with a public alerting responsibility.

Under the authority of the General Services Administration (GSA) Disaster Purchasing Program. The products and services purchased will be used in preparation or response to disasters or recovery from major disaster declared by the President, or recovery from terrorism or nuclear, biological, chemical, or radiological attack.

The Contract Manager for the Division will be

Andrew Sussman
Information and Technology Management
Florida Division of Emergency Management
850-815-4110
Andrew.Sussman@em.myflorida.com

¹ The Emergency Alert System (EAS) is a national public warning system that requires broadcasters, cable television systems, wireless cable systems, satellite digital audio radio service (SDARS) providers, and direct broadcast satellite (DBS) providers to provide the communications capability to the President to address the American public during a national emergency. The system also may be used by state and local authorities to deliver important emergency information, such as AMBER alerts and weather information targeted to specific areas.

² The Integrated Public Alert and Warning System (IPAWS) is a modernization and integration of the nation’s alert and warning infrastructure that provides public safety officials with a way to alert and warn the public about serious emergencies using the Emergency Alert System (EAS), Wireless Emergency Alerts (WEA), the National Oceanic and Atmospheric Administration (NOAA) Weather Radio, and other public alerting systems from a single interface.

Background

FDEM already has systems in place to communicate emergency response decisions to other state agencies and to the political subdivisions of this State. As of 2016, FDEM and all counties possess a comprehensive, interoperable communication system that can alert the State's population (both permanent and transient) to the threat posed by an imminent or sudden emergency. The contract for FDEM, and participating political subdivisions under this system, will expire June 30, 2019.

All political subdivisions within the State possess emergency notification and alert systems, provided through the State's current contract or through an alternative system funded locally.

- FDEM assists political subdivisions that do not possess the financial resources to develop and/or maintain an emergency notification and alert system. As a result of these **funding gaps**, segments of the population who reside within the geographical boundaries of those political subdivisions may not have received adequate or effective warnings about imminent or sudden emergencies. The current state contract prevents this gap.
- For citizens who rely on cellular or smart phones for communication, no service provider can guarantee complete coverage throughout the entire State of Florida; hence, **coverage gaps** may inhibit FDEM's ability to communicate emergency notifications and alerts.
- Communication service providers may not possess the capacity to allow every customer in the network to receive or transmit messages at the same time; as a result, **capacity gaps** may delay emergency notifications and alerts that are time-sensitive.
- Not every person in the State of Florida speaks English as his or her primary language. Additionally, some communities within the State may not possess meaningful access to the communication systems that other individuals enjoy. Also, some visitors to the State may not communicate through common or traditional communication systems during their stay. Consequently, **socio-economic and cultural gaps** may limit the ability of FDEM to communicate emergency warnings to vulnerable populations.

When combined, these gaps create a significant communication problem that requires a comprehensive solution. Through this Request for Quote ("RFQ"), FDEM seeks to continue to maintain and enhance a baseline that has been created by procuring an emergency notification and alert system that can span across the funding, coverage, interoperability, capacity, as well as the socioeconomic and cultural divides that previously inhibited FDEM's ability to warn the State's entire population (both permanent and transient) about imminent and sudden emergencies.

Scope of Work

The Vendor shall host and maintain an emergency alert and notification system that continues to meet requirements outlined in the Task Section of the Scope of Work during the contract period. The Vendor will make the system available to FDEM, other

State Agencies with a public alerting responsibility, Florida College System Institutions and State Universities as defined in Florida Statutes Section 1000.21, and Political Subdivisions as defined in Florida Statutes Section 1.01 with a public alerting responsibility. FDEM will maintain account control over the system and all other entities listed above will serve as administrators of the system and primary originators of messages.

Timeframe for bringing entities online:

The current contract that ends June 30, 2019 will have approximately 63 out of 67 counties and over 200 political subdivisions with the current vendor. Respondents shall propose a timeframe needed to bring those entities up to full usage and statewide current capacity during the term of this agreement, which will begin on July 1, 2019 and end on June 30, 2024.

Indicate how many employees you will dedicate to this contract under the proposed funding of \$3.5 million annually where a minimum 2-day onsite training and assistance with the onboarding may be requested by jurisdictions/agencies eligible to be a part of this agreement.

System Elements and Sub-elements

1) Levels of Access

The system shall have the following levels of access by definition:

- A. **System Administrator:** Individuals at the state level that perform account administration and oversight activities, to include creating new jurisdiction-level accounts and monitoring system usage across all lower accounts.
- B. **Jurisdiction/Agency Administrator:** Primary user for the jurisdiction/agency, able to create and manage message originator accounts and recipient contact data sources within the jurisdiction's/agency's segment of the system. Also performs the functions of a message originator.
- C. **Restricted User:** An individual authorized to use only portions or certain levels of the system as approved by the Jurisdiction/Agency Administrator.
- D. **Message Originator:** An individual authorized to initiate a notification message and monitor the status of other notifications originated within the jurisdiction/agency.
- E. **Recipient:** An end-user contact in the jurisdiction's/agency's account; someone who receives a notification. Recipient information maintained in this system is owned by the local and state jurisdiction/agency.

2) System Requirements

The System shall include the following, requirements:

- A. Provide statewide coverage to an unlimited number of recipients.
- B. Be capable of sending mass notifications for multiple unique simultaneous events. The system shall accomplish mass notification of the public via phone (landline, VoIP, and wireless), Native SMS via SMPP and MMS messaging, email, Really Simple Syndication (RSS), outbound Common

Alerting Protocol format and social media (at a minimum Facebook and Twitter). The Vendor may provide other methods if capable. The system shall be able to send messages through each of these mediums simultaneously. For notification methods where the sent message exceeds the allowed number of characters (e.g., a SMS), the system shall intelligently detect and provide an alternate mechanism for the recipient to view the complete message, such as a short-code link.

- C. The system shall have the following levels of access: system administrator, jurisdiction/agency administrator, restricted user, message originator, and recipient. The system must allow each administrator and message originator to have a unique username and credential to access the site and launch notifications, at no additional cost. System shall have tiered administration to include state, county, city and jurisdiction/agency levels as defined in the contract. Administrators shall be able to view system activity of all administrators below their level. There shall be no limit on the number of administrators or message originators. The system must:
 - 1. Have the ability to offer single sign-on credentials
 - 2. Be able to remotely wipe an app/user
- D. Allow administrators and jurisdiction/agency administrators to create and edit an unlimited number of notification groups and sub-groups. Administrators and jurisdiction/agency administrators shall be able to manage their own user groups. Jurisdiction/Agency administrators shall be able to create an unlimited number of message categories that recipients may subscribe to. The system must have the ability to:
 - 1. Send notifications to a minimum of 5 million contacts from within one account;
 - 2. Must use a combination of dedicated Public Switched Telephone Network (PSTN) telephony and on-demand VOIP for enhanced scalability. All PSTN lines must be owned by the Vendor to ensure control and capacity;
 - 3. Vendor must provide a delivery Service Level Agreement stipulating a minimum of 300,000 voice-based and 600,000 text-based messages per hour;
 - 4. Must allow an administrative user to adjust and align message delivery to the capacity of the target phone networks to prevent system wide disruption during a large notification.
 - a. Preferences must support the ability to define maximum number of simultaneous calls for multiple telephone networks within the same broadcast (i.e. 50 calls per minute to 555-123-xxxx and 100 calls per minute to 555-999-xxxx)
 - b. Preferences are easily accessible from within the system's web user interface and require no vendor intervention for quick adjustments.
- E. Be web-based and hosted on the Vendor's infrastructure, accessible from any internet connection and browser. The Vendor will not require additional client- or server-based hardware to be housed on-site by administrators. The

web-based system must be compatible with supported versions of industry standard browsers, at a minimum: Internet Explorer, Google Chrome, Apple Safari, and Mozilla Firefox. Message origination must be supported through Windows, iOS, and Android mobile device platforms. All features of the regular desktop browser version must be functional on those platforms. The applications must be “native” mobile device applications and not simply a “skin” that loads mobile-formatted webpages. There shall be no pop-up or banner advertising inside the application. All features in the application must be free for any user and the application must not require the user to consent to any type of future “in-app purchase” before installing the application. The system must have the ability to:

1. Provide all notifications services through one user interface (UI), not multiple UI's.
 2. Post to multiple social channels from within the same notification.
 3. Message recipient to reply in full sentences and provide geo location.
 4. Message recipient to confirm receipt of message and stop notifications upon confirmation.
 5. Send follow up to existing notification recipients (i.e. confirmed, not confirmed) for polling.
 6. Create reports to show confirmation of receipt and not delivered.
 7. Publish to Google Alerts.
 8. Shall fully interface with the Integrated Public Alert and Warning System (IPAWS) for alerting via Wireless Emergency Alerts (WEA), Emergency Alert System (EAS), and HazCollect NOAA Weather Radio All Hazards. The system must be able to be triggered from inbound Common Alert Protocol (CAP) format and push outbound in CAP format. The Vendor must be a FEMA IPAWS Alert Origination Software Provider. The system must have the ability to also test in a separate environment from live and require for IPAWS with separate private key and key store password.
 9. Stop a broadcast after being initiated. Ability to set a broadcast duration, whereas broadcast will automatically stop notifying contacts at a set time.
 10. Allow for application programming interface (API) functionality for third-party applications for all entities that become part of this agreement upon request.
- F. Have the ability to securely accept, upload, and utilize jurisdiction/agency-provided contact files (e.g., User Contact Data) and phone data at no additional cost, and be able to scrub duplicate information, preferably within the system. Vendor will provide publically available landline and Voice Over Internet Protocol (VOIP) contacts appropriate to the jurisdiction/agency user accounts.
- G. Provide a training/exercise mode which provides full functionality, but is separate from contact data in the “real-world” instances of the system.
- H. Contain a reporting tool, with the ability for jurisdictions/agencies to define reports without Vendor assistance and any jurisdiction/agency-defined report

format to be generated again in the future. User must be able to customize and can be utilized within the web interface. Exporting into an Excel or .csv file as ONLY option in order to customize the report is NOT acceptable. The number of report formats shall be unlimited. The system shall allow for the export of any data in standard delimited format and pdf. The system must have the reporting ability to:

1. Show notification confirmation of receipt minute by minute, and not delivered.
2. Produce custom reports using all application data including:
 - a. Recipient information, distribution group information, call summary, message information and all other fields available in the database.
 - b. Allow the user to choose the fields for the report.
 - c. Maintain a customized report library where users can save an unlimited number of reports.
 - d. Ability to export report data in CSV or PDF format.
- I. Allow for the creation and storage of pre-scripted and editable templates and audio and text messages. The system shall be able to store broadcast templates/scenarios with content and recipients for later deployment. The system shall allow jurisdiction/agency administrators and message originators to edit pre-scripted messages and scenarios as needed.
- J. Capable of voice recording by jurisdiction/agency administrators and message originators. System shall be capable of text-to-speech. Voice recordings and text-to-speech must be reviewable as part of message origination workflow before message transmission.
- K. Allow for web-based access for recipients any participating jurisdiction/agency-specific subscription portal where they can “opt in” to the system and select the types of alerts they would like to receive and manage contact information. Vendor will provide publically available landline and Voice Over Internet Protocol (VOIP) contacts appropriate to the jurisdiction/agency user accounts.
- L. Allow the public to opt in to the system by registering phone numbers, SMS/MMS numbers, and email addresses. This information shall be updated in real time. Lost password and user name recovery shall be accomplished automatically and without administrator action. The system must have the ability to:
 1. Register all opt-in contacts locally and seamlessly roll up to agency, city, county and state level accounts in real time (no delay between registration at local level and contact populating in County and State Account).
 2. Notify special event attendees, seasonal visitors, or tourists with a simple key word to text and opt-in.
 3. Allow jurisdiction/agency users to download all contacts from system at any time. When a jurisdiction/agency downloads contacts from a system at any time, a message will prompt to notify Florida users of the following statute: Section 119.071 (5)(j) General exemptions from

inspection or copying of public records.—j) Any information furnished by a person to an agency for the purpose of being provided with emergency notification by the agency is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. This exemption applies to information held by an agency before, on, or after the effective date of this exemption.

4. Have internal employee contacts in a different environment from public contacts to avoid the potential of sending internal notifications to public contacts.
- M. Allow jurisdiction/agency administrators to customize, without vendor intervention, the opt-in page content and banner for custom branding.
- N. Have the ability for recipients to identify a preferred language. The system shall support messages in multiple languages. The system shall use Google translate or a Vendor-supported capability that is better than Google Translate. The system shall allow administrators to select the languages with which they would like to communicate; at a minimum, the list of languages must include English, Spanish, and Haitian Créole. The system shall allow for a separate message body text box and separate manual recording field for each dialect. The system shall also allow for web-based access for recipients to a jurisdiction/agency-specific subscription portal where they can “opt in” to the system and select the types of alerts they would like to receive and manage contact information. The user interface for the subscription portal must be available in the aforementioned languages.
- O. Allow citizens to register a minimum of two (2) location points in their recipient profile (e.g., home, school, work) unless the jurisdiction/agency requests only one location point. The system shall provide all of the following methods for recipient registration:
1. Automatically compare addresses against the United States Postal Service data to suggest a correct address, and then automatically geocode the address into the recipient’s profile.
 2. Provide the ability for recipients to manually input latitude/longitude (e.g., decimal degrees and United States National Grid.)
 3. The ability for recipients to access a graphical user interface where they can view their location on a map and select point.
 4. Allow jurisdiction/agency administrators to view all geocoded contacts on a map. Must be able to support multiple types of polygons alerting to contacts.
 5. Define an area(s) or zone(s) where people utilizing the system app will receive a push notification when entering or within the designated zone regardless if they’re signed up for the jurisdiction’s/agency’s system.
 6. Allow custom alert tones for emergency notifications on the user’s app.
- P. Be able to support a minimum of 3 telephone numbers, 3 SMS numbers, 3 physical addresses, and 3 email addresses per recipient; unless a jurisdiction/agency prefers only 1 telephone number, 1 SMS number, 1 physical address, and 1 email address per recipient.
- Q. Adhere to the “Common Alerting Protocol” (CAP) standard specified by

FEMA to include inbound/outbound CAP Format via the Organization for the Advancement of Structured Information Standards (OASIS). As new CAP versions and sources are implemented, the system must be updated to include CAP format changes as part of ongoing system updates.

- R. Support automatically adding and removing recipients at the jurisdiction/agency-level from static and dynamic groups without vendor assistance. System will allow for jurisdiction/agency level scheduled automated contact file uploads to utilize information.
- S. Have the inherent capability to immediately import and export recipient group and sub-group data without vendor assistance.
- T. Be capable of accepting, via secured web upload, phone data and mapping updates at no additional cost.
- U. Be capable of managing special databases, such as a special needs registry, with all the same functionality as other contact databases and must also allow permissions on managing data and notifications to be set for various users. There is an overall level for the manager(s) of the registry, and sub level(s) for managers of groups, such as the ability for a home healthcare organization to manage their registrant information without seeing other registrants which are not under their care in the system. These positions can also be given or restricted from the ability to send notifications. If they are allowed to send notifications, there must be an ability for them to set a phone number for call back that does not default to the phone number used for notifications from the jurisdiction/agency over the system. Administrators can add additional information questions to registration without assistance from vendor.

3) Geographical Information System Requirements

The System shall include the following GIS requirements:

- A. Offer GIS functionality of administrator-drawn geographic/polygon selection of specific areas to transmit messages and generate call lists. Jurisdiction/Agency administrators shall be able to choose to use the system's GIS functionality or to import local GIS shapefiles.
- B. Support the ability to search for a geographic location using a contact name, address, street segments, zip code, and latitude/longitude.
- C. Offer local GIS geocoding capability. The ability for local import of an address locator so that this locator can geocode against uploaded data and be capable of producing a downloadable geocoding report shall list the addresses which were geocoded correctly and which addresses failed the geocoding process.
- D. System must be ArcGIS Server compatible and allow users to import custom maps, shapes, and layers from local servers.
- E. Allow for a search of the recipient database using any of the fields contained in the database.
- F. Support the ability to target a region defined by a combination of a contact location, an address point or a landmark, and a radius around that address.
- G. Include the ability to resize, modify, and rotate the shapes after initial drawing or placement.

- H. Include the ability to drag and drop the shapes to a different location on the map.
- I. Include the ability to create both inclusion and exclusion polygons.
- J. Display the number of recipients included within a selected region.

4) Notification Requirements

The System shall include the following notification requirements:

- A. Use of the system shall not be governed by number of minutes, messages, increments, or credits. System shall accomplish mass notification of the public via phone (landline, VOIP, and wireless), Native SMS via SMPP and MMS messaging, email, really simple syndication (RSS), Push Notification, and Social Media. The system shall be able to send messages through each of these mediums simultaneously. For notification methods where the sent message exceeds the allowed number of characters (i.e. a SMS) the system shall intelligently detect and provide an alternate mechanism for the recipient to view the complete message, such as a short-code link.
- B. All text/SMS messaging shall be Short Message Peer-to-Peer (SMPP) messaging via cellular network gateway providers. Delivery of IPAWs/Cell Broadcast messaging shall be CAP compliant pushed to the defined cellular network platform/gateway. To reduce the possibility of notification messages being handled as spam, the Vendor must have an established SMPP short code that is whitelisted with the major US commercial cellular carriers (at minimum Verizon, T-Mobile, Sprint, and AT&T). SMTP text messaging, or any portion of the user profile that requires a user to specify their mobile carrier, does not meet this requirement.
- C. Be able to launch automated weather alerts for specified Watch, Warning, or Advisory products generated by the National Weather Service. These alerts must be based on the Latitude/Longitude Polygon box provided by the National Weather Service to retain the geographic specificity intended by the issuing Weather Forecast Office, such as a river basin or Storm-Based warning. Weather alerting based on county name or zip code does not meet this requirement. The National Weather Service is the only recognized alerting authority for this requirement.
- D. Be accessed by message originator for the purpose of launch and utilization via a computer with internet connection, smart phone, mobile app and phone, to record and schedule calls. Mobile apps shall be designed specifically for their respective device and platform and must support visual GIS map based notifications.
- E. Enable message originators to specify whether recipients must acknowledge human receipt of a message. If confirmed receipts are requested, the system must continue trying to reach the recipient until positive confirmation has been received with human acknowledgement. Once acknowledgement has been received, the system will cease all further attempts to reach that recipient.
- F. Allow message originators to enable a timeout option for notifications, at which time notification attempts will cease, even if a user has not been

successfully contacted. For weather notifications, this timeout window should default to the expiration of the product issued by the National Weather Service.

- G. Allow jurisdiction/agency administrators to use a system default or create a jurisdiction/agency level caller ID and sent-from email address to outgoing notification recipients.
- H. Allow outgoing notification messages to contain photo, video, and audio attachments and links.
- I. System shall be Americans with Disabilities Act (ADA) compliant for photo, video, and audio attachments and links, to include TDD/TTY capability.
- J. Provide online real time reports detailing success, failure, and reason for failure. These reports shall be customizable per jurisdiction/agency administrator.
- K. Be able to recognize human voice versus an answering machine and wait until the outgoing message from an answering machine or voicemail system has ended prior to leaving the message.
- L. Allow for voice message throttling, which allows the sender to determine and define desired delivery rate for specific areas, area codes, and prefixes so as to not overwhelm a telephone exchange for a given area.
- M. Allow for "auto call throttling" capability. At a minimum, Vendor must provide a real-time demonstration of the technology, accompanied by reports, that prove how the system automatically adjusts calls during network congestion, the success rates, retries to unsuccessful calls, network capacity reports, and final call completion success rates.
- N. Vendor must be capable of monitoring delivery performance and automatically increasing system capacity on demand to avoid long broadcast delays.
- O. When Vendor is periodically enhancing their system capacity clients must experience no downtime impact during capacity enhancements.
- P. Vendor must be capable of simulating system performance tests:
 - 1. Performance tests must support real-life simulations including, but not limited to, percentage of confirmed calls in the first attempt and the ability to customize broadcast setting and delivery contact paths.
 - 2. Simulation test calls must not be placed to invalid (555-XXXX) phone numbers.

5) Security Requirements

The System shall include the following security requirements:

- A. Require a secure login for any administrator or message originator to access the system. The secure login shall be a case-sensitive complex password with the following attributes:
 - 1. Minimum of 12 character passwords
 - 2. Maximum of 15 characters
 - 3. Combination of upper and lower case letters
 - 4. Allow for numeric and common symbols (e.g., ! @#\$%^&*)
- B. Encrypt data at rest and in transit.

- C. Lockout accounts after 3 failed login attempts.
- D. Allow 24 password generations. Meaning user must use 24 unique passwords before they can reuse the first password.
- E. Allow customizable password expiration for the account and configurable session timeouts.
- F. Create an auditable event log for all account actions to be accessible by system administrator.
- G. System data centers shall reside in the United States.
- H. Have the option to require a PIN to receive message for internal employee notifications.
- I. System shall be Department of Homeland Security (DHS) Safety Act Certified as a Qualified Anti-Terrorism Technology and provide proof of certification. <https://www.dhs.gov/publication/safety-act-liability-protection>
- J. System must be Service Organization Control (SOC3) compliant or better. Proof of compliance is required.
- K. System must be Federal Risk and Authorization Management Program (FedRAMP) compliant, or working towards compliance by July 1, 2019. Proof of compliance or proof that compliance will be met by July 1 is required.

6) Support Requirements

The System shall include the following support requirements:

- A. The Vendor shall provide 24/7/365 employee staffed technical support helpdesk assistance via telephone and internet support for the application's users at all levels, reachable by telephone or email and internet, and with sufficient resources to respond to assistance requests within 30 minutes. Helpdesk assistance must be available in multiple languages and via TTY and cannot be "on-call." Helpdesk assistance must be in-house; no third-party Vendors to be used.
- B. In addition to helpdesk support, the Vendor will provide a representative who resides in the State of Florida to assist with technical support during times of emergencies and critical events, and testing for such events, at any jurisdictional/agency level to expedite assistance in meeting the needs of the jurisdictions/agencies within the bounds of the Scope of Work. The representative must be reachable via phone and email, and have connectivity to send messages on behalf of a jurisdiction/agency when requested.
- C. The Vendor shall be able to initiate alert notifications on behalf of administrators and jurisdiction/agency administrators if connectivity with the system is lost.
- D. The Vendor shall provide maintenance of the system to ensure there is no downtime. The system will provide a backup site as redundancy with an automatic flip in the case of site failure.
- E. The system will provide online user help and assistance. Online help will consist of text-based, contextual help, as well as video and audio assisted help. Help for system use should also be interlaced within the site (e.g., screen-within-a-screen). Training for system use must be web-based.

- F. The annual maintenance agreement will include Vendor maintenance, and support shall include all applicable patches released, including for any third-party system components.
- G. There must be a 9-month period to test system functionality to allow for the event that users determine additional requirements or fixes to fulfill the intended and needed use of the system. The Vendor will meet these needs if they are determined within the testing period.
- H. The system's recipient data, including opt-in or jurisdiction/agency-supplied, remains the property of the jurisdiction/agency and/or State of Florida. The data must be exportable from the system at any time and provided to the State of Florida for distribution to jurisdictions/agencies upon termination of the contract. Data shall only be used by the Vendor for the sole-purpose of initiating notifications through the system and may not be used for marketing purposes. The data may not be sold or rented or given to any third party.
- I. The Vendor shall conduct at least one webinar training a month, available to any administrator of the system, during the contract period if requested.
- J. Where requested by an eligible jurisdiction/agency, Vendor will support a minimum two-day onsite training and onboarding for new users.

Tasks:

The Vendor shall complete the following:

1. Deliver a system that satisfies all of the System Requirements, Geographical Information System Requirements, Notification Requirements, Security Requirements, and Support Requirements outlined in the Scope of Work above by July 1, 2019.
2. In a test environment within the Vendor's system, Vendor will conduct a jurisdiction/agency-level (per FDEM direction) notification test using telephone, SMS, and email by no later than July 30, 2019
3. Host and maintain the emergency alert and notification system that shall continue to meet the requirements outlined in the Scope of Work for the duration of the contract period.
4. Continue to provide services in this Scope of Work to entities that acquired services through Memoranda of Agreement executed under contract number DEM-16-PG-E4-13-00-22-379.
5. Provide services in this Scope of Work to entities that may acquire services through Memoranda of Agreement executed under this Agreement.

Deliverables

No later than the 20th calendar day of each month, the Vendor shall provide an invoice for payment to the Contract Manager via email, along with a report documenting the usage and work performed (in a format approved by the Contract Manager), that at a minimum contains the following:

- The number of broadcast notifications sent;
- The number of recipients who received notifications;
- The number of messages sent to broadcast the notifications;
- The number of business and residential contacts including VOIP, and any

- increases;
- The number of contacts subscribed to the system;
- The name and number of jurisdictions/agencies using the system; and,
- Any issues or problems, including, but not limited to, the items in the Financial Consequences section regarding System uptime, System Performance, Catastrophic System Failure Recovery Time, and High Priority Issues that arose during that month, the duration of the issue or problem, the jurisdictions/agencies impacted, and the resolution or corrective action taken.

Period of Performance

July 1, 2019 through June 30, 2024.

Method of Compensation

It is anticipated that the Division will issue one (1) five-year fixed price Contract to the awarded Vendor. The Contract price is all inclusive and the Division will not compensate or reimburse the Contractor any other amounts related to Contract performance. The Division will pay the contractor one advance payment annually (per invoice) in July of each year during the term in the amount of \$2,500,000.00 and, based on the Deliverables, the amount of \$83,333.33 on a monthly basis, minus any amounts due to the Division for financial consequences (see below).

Invoice Requirements

In accordance with Florida Statutes Section 287.058(1)(a), the Contractor will provide the Contract Manager invoices in sufficient detail for a proper pre-audit and post-audit thereof. All invoices must be submitted on a monthly basis to the Division's Contract Manager in accordance with the State of Florida Reference Guide for State Expenditures at:

https://www.myfloridacfo.com/Division/AA/Manuals/Auditing/Reference_Guide_For_State_Expenditures.pdf.

To be payable, invoices shall:

- Include, at a minimum: the invoice number, invoice date, Contract Number, deliverable reference number and description, remit address, current invoice amount, cumulative amount invoiced to date, and a certifying signature. Payment shall be made in accordance with Florida Statutes Sections. 215.422 and 287.0585, which govern time limits for payment of invoices;
- Include a signature approval from the Contractor. The invoices shall be accompanied by a monthly report specifying the tasks and activities performed; and,
- Invoices must be accepted and approved by the Division.

Financial Consequences Triggers

Financial consequences shall be assessed for contract non-compliance or non-performance. The table below describes the financial consequence triggers.

Before submitting an invoice, the Contractor shall deduct financial consequences or

liquidated damages due. The Division's Contract Manager will notify the Contractor of the Division's intent to deduct financial consequences pursuant to the applicable contract provision. Failure by the Division to notify the Contractor for any financial consequences shall not relieve the Contractor from such obligations. The Division shall only pay the Contractor for documented services delivered and approved by the Contract Manager.

Financial Consequences Triggers

Description	Amount	Financial Consequences Trigger
System Uptime	\$250 per day	System is down and unavailable for over 30 minutes in a 24-hour period.
System Performance	\$250 per day	System falls below guaranteed system performance levels for over three consecutive days, not including state observed holidays. Upon triggering, financial consequences are retroactive to day one.
Catastrophic System Failure Recovery Time	\$500 per day	Following a catastrophic failure, system is not available in the time stated in the SLA.
High Priority Issues	\$250 per day	Issue not resolved to the Division's satisfaction per the Service Level Agreement (SLA) for three occurrences during a calendar month.

Financial Consequences for Non-Performance

If the Vendor fails to provide the monthly report in the timeframe, and as required by the Deliverable section above, the Division shall impose a financial consequence, reducing the total monthly invoice amount equal to 1% for each day the report is late or missing information. The Vendor shall not be liable for delays directly caused by the Division.

**Exhibit B
Price Sheet
RFQ-DEM-18-19-021
Florida Statewide Emergency Alert and Notification System**

Deliver, host and maintain an emergency alert and notification system that continues to meet requirements outlined in the Scope of Work during the contract period.

Annual fee \$ 3,500,000.00

Total Pricing for 5 years through June 30, 2024. \$ 17,500.000.00

The criteria for price evaluation shall be based upon the following formula:
(Low Price/Proposer's Price) x Price Points = Proposer's Awarded Points

***Monthly invoice amount to be determined with awarded Vendor**

Professional Services: Using a separate sheet, the Vendor shall provide position title(s), position descriptions and hourly rate(s) for professional services that MAY be used for jurisdictions/agencies to receive additional customization ABOVE AND BEYOND the Division's technical requirements in this scope. These rates will not be scored and do not count as part of the price points. Please note: Jurisdictions/Agencies are responsible for their own additional customizations including any costs associated with those customizations.

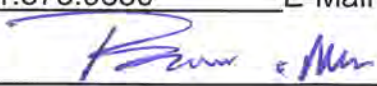
Acknowledgement: I certify that I have read and agree to abide by all terms and conditions of this solicitation and that I am authorized to sign for the proposer. I certify that the response submitted is made in conformance with all requirements of the solicitation.

Vendor: Everbridge, Inc. FEID #: 262919312

Address: 155 North Lake Avenue, Suite 900 City: Pasadena

State: CA Zip Code: 91101

Telephone Number: 781.373.9880 E-Mail Address: bridget.sarris@everbridge.com

Authorized Signature: 

Printed / Typed: Phillip E. Huff, CAO Date: 3.14.2019



Exhibit C

Everbridge, Inc. GSA Approved End User License Agreement

This End User License Agreement (“**Agreement**”) is entered into by and between Everbridge, Inc. (“**Everbridge**”) and an Ordering Activity, an entity entitled to order under GSA Schedule contracts as defined in GSA Order ADM 4800.2H, as may be revised from time to time (“**Customer**”), effective on the date of signature by an authorized signatory on the Quote or other ordering document (“**Effective Date**”). Everbridge and Customer are each hereinafter sometimes referred to as a “**Party**” and collectively, the “**Parties**.”

1. SERVICE.

1.1 Orders. Everbridge shall provide Customer access to its proprietary interactive communication solutions (the “**Solutions**”) subject to the terms and conditions set forth in this Agreement and the description of services and pricing provided in the applicable quote (the “**Quote**”). If applicable, Everbridge shall provide the training and professional services set forth in the Quote. Collectively, the Solutions and professional services are referred to as the “**Services**”. Everbridge shall provide Customer with login and password information for each User (as defined below) and will configure the Solution to contact the maximum number of Contacts (as defined below) or Users, as applicable depending on the Solutions ordered. Unless otherwise provided in the applicable Quote or documentation, Services are purchased as annual subscriptions.

1.2 Users; Contacts. “**Users**” are individuals who are authorized by Client from time to time to use the Solutions for the purposes of sending notifications, configuring templates, reporting or managing data, serving as system administrators, or performing similar functions, and who have been supplied user identifications and passwords by Client. Users may include employees and contractors of Customer or an Included Department. “**Included Department**” means any enterprise department, office, agency, or other entity that receives a majority of its funding from the same general or enterprise fund, as applicable, as the Customer. “**Contacts**” are individuals who Customer contacts through the Solutions and/or who provides their personal contact information to Everbridge, including through an opt-in portal. If applicable to the particular Solution, the number of Users and/or Contacts that may be authorized by Customer is set forth on the Quote.

2. PAYMENT TERMS. Customer shall pay the fees set forth in the Quote (“**Pricing**”). All pricing must be consistent with the Schedule Price List. If Customer exceeds the usage levels specified in the Quote, then Everbridge may invoice Customer for any overages at rates consistent with the Schedule Price list. Professional Services must be used within 12 months from date of purchase. Everbridge acknowledges that payment is subject to the appropriation of additional funds by the Legislature.

3. RESPONSIBILITIES.

3.1 Users. Customer shall undergo the initial setup and training as set forth in the Implementation – Standard inclusion sheet provided with the Quote. The Implementation sheet provides a detailed list of the services included as part of the implementation purchased and the corresponding timelines. Customer shall be responsible for: (i) ensuring that Users maintain the confidentiality of all User login and password information; (ii) ensuring that Users use the Services in accordance with all applicable laws and regulations, including those relating to use of personal information; (iii) any breach of the terms of this Agreement by any User; and (iv) all

communications by Users using the Solutions. Customer shall promptly notify Everbridge if it becomes aware of any User action or omission that would constitute a breach or violation of this Agreement.

3.2 Customer Data. “**Customer Data**” is all electronic data transmitted to Everbridge in connection with the use of the Solutions, including data submitted by Contacts. Customer Data provided by Customer shall be true, accurate, current and complete, and shall be in a form and format specified by Everbridge. Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data. Customer represents that it has the right to authorize and hereby does authorize Everbridge and its “**Service Providers**” to collect, store and process Customer Data subject to the terms of this Agreement. “**Service Providers**” shall mean communications carriers, data centers, collocation and hosting services providers, and content and data management providers that Everbridge uses in providing the Solutions. Customer shall maintain a copy of all Customer Contact data that it provides to Everbridge. Customer acknowledges that the Solutions are a passive conduit for the transmission of Customer Data and Everbridge shall have no liability for any errors or omissions or for any defamatory, libelous, offensive or otherwise objectionable or unlawful content in any Customer Data, or for any losses, damages, claims, suits or other actions arising out of or in connection with any Customer Data sent, accessed, posted or otherwise transmitted via the Solutions.

4. TERM. This Agreement will commence on the Effective Date and will continue in full force and effect until all executed Quotes have terminated.

5. TERMINATION; SUSPENSION.

5.1 Termination by Either Party. [Intentionally Deleted]

5.2 Termination by Everbridge. [Intentionally Deleted]

5.3 Suspension. Everbridge may suspend, with or without notice, the Solution or any portion for (i) emergency network repairs, threats to, or actual breach of network security; or (ii) any legal, regulatory, or governmental prohibition affecting the Solution. In the event of a suspension, Everbridge shall use its best efforts to notify Customer through its Customer Portal and/or via email prior to such suspension and shall reactivate any affected portion of the Solution as soon as possible.

6. PROPRIETARY RIGHTS.

6.1 Grant of License. Everbridge hereby grants to Customer, during the term of this Agreement, a non-exclusive, non-transferable, non-sublicensable right to use the Solutions subject to the terms and conditions of this Agreement. Upon termination of this Agreement for any reason, the foregoing license shall terminate automatically and Customer shall discontinue all further use of the Solutions.

6.2 Restrictions. Customer shall use the Solutions solely for its internal business purposes and shall not make the Solutions available to, or use the Solutions for the benefit of, any third party except as expressly contemplated by this Agreement.

Customer shall not: (i) copy, modify, reverse engineer, de-compile, disassemble or otherwise attempt to discover or replicate the computer source code and object code provided or used by Everbridge in connection with delivery of the Solutions (the “**Software**”) or create derivative works based on the Software, the Solutions or any portion thereof; (ii) merge any of the foregoing with any third party software or services; (iii) use any Everbridge Confidential Information to create a product that competes with the Software; (iv) remove, obscure or alter any proprietary notices or labels on the Software or any portion of the Solutions; (v) create internet “links” to or from the Solutions, or “frame” or “mirror” any content forming part of the Solutions, other than on Customer’s own intranets for its own internal business purposes; (vi) use, post, transmit or introduce any device, software or routine (including viruses, worms or other harmful code) which interferes or attempts to interfere with the operation of the Solutions; (vii) use the Solutions in violation of any applicable law or regulation; or (viii) access the Solutions for purposes of monitoring Solutions availability, performance or functionality, or for any other benchmarking or competitive purposes.

6.3 Reservation of Rights. Other than as expressly set forth in this Agreement, Everbridge grants to Customer no license or other rights in or to the Solutions, the Software or any other proprietary technology, material or information made available to Customer through the Solutions or otherwise in connection with this Agreement (collectively, the “**Everbridge Technology**”), and all such rights are hereby expressly reserved. Everbridge (or its licensors where applicable) owns all rights, title and interest in and to the Solutions, the Software and any Everbridge Technology, and all patent, copyright, trade secret and other intellectual property rights (“**IP Rights**”) therein, as well as (i) all feedback and other information (except for the Customer Data) provided to Everbridge by Users, Customer and Contacts, and (ii) all transactional, performance, derivative data and metadata generated in connection with the Solutions.

7. CONFIDENTIAL INFORMATION.

7.1 Definition; Protection. As used herein, “**Confidential Information**” means all information of a Party (“**Disclosing Party**”) disclosed to the other Party (“**Receiving Party**”), whether orally, electronically, in writing, or by inspection of tangible objects (including, without limitation, documents or prototypes), that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes without limitation, any personally identifiable Customer Data, all Everbridge Technology, and either Party’s business and marketing plans, technology and technical information, product designs, reports and business processes. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose other than performance or enforcement of this Agreement without the Disclosing Party’s prior written consent, unless (but only to the extent) otherwise required by a governmental authority. The Receiving Party shall not disclose any Confidential Information of the Disclosing Party except: (i) to the personnel of the Receiving Party or its parent, subsidiary or

affiliate organizations having a need to know; or (ii) to the personnel of the Receiving Party’s consultants and service providers having a need to know, and only then if such consultants and service providers are bound by confidentiality and non-disclosure commitments substantially similar to those contained herein. Each Party agrees to protect the Confidential Information of the other Party with the same level of care that it uses to protect its own confidential information, but in no event less than a reasonable level of care.

8. WARRANTIES; DISCLAIMER.

8.1 Everbridge Warranty. Everbridge shall use commercially reasonable efforts to provide the Services herein contemplated. To the extent professional services are provided, Everbridge shall perform them in a professional manner consistent with industry standards.

8.2 Disclaimer. NEITHER EVERBRIDGE NOR ITS LICENSORS WARRANT THAT THE SOLUTION WILL OPERATE ERROR FREE OR WITHOUT INTERRUPTION. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL EVERBRIDGE HAVE ANY LIABILITY TO CUSTOMER, USERS, CONTACTS OR ANY THIRD PARTY FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE ARISING FROM FAILURE OF THE SOLUTION TO DELIVER AN ELECTRONIC COMMUNICATION, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF EVERBRIDGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THIS AGREEMENT DOES NOT LIMIT OR DISCLAIM ANY OF THE WARRANTIES SPECIFIED IN THE GSA SCHEDULE 70 CONTRACT UNDER FAR 52.212-4(O). IN THE EVENT OF A BREACH OF WARRANTY, THE U.S. GOVERNMENT RESERVES ALL RIGHTS AND REMEDIES UNDER THE CONTRACT, THE FEDERAL ACQUISITION REGULATIONS, AND THE CONTRACT DISPUTES ACT, 41 U.S.C. 7101-7109.

8.3 Customer Representations and Warranties. Customer represents and warrants that during use of the Solutions, Customer shall (i) clearly and conspicuously notify Contacts of the way in which their personal information shall be used, and (ii) have primary safety and emergency response procedures including, without limitation, notifying 911 or equivalent fire, police, emergency medical and public health officials (collectively, “**First Responders**”). Customer acknowledges and agrees that Everbridge is not a First Responder, and that the Solutions does not serve as a substitute for Customer’s own emergency response plan, which in the event of an actual or potential imminent threat to person or property, shall include contacting a First Responder prior to using the Solutions. Customer represents and warrants that all notifications sent through the Solutions shall be sent by authorized Users, and that the collection, storage and processing of Customer Data, and the use of the Solutions, as provided in this Agreement, will at all times comply with (x) Customer’s own policies regarding privacy and protection of personal information; and (y) all applicable laws and regulations, including those related to processing, storage, use, disclosure, security, protection and handling of Customer Data.

9. INDEMNIFICATION.

9.1 By Customer. [Intentionally Deleted]

9.2 By Everbridge. Everbridge shall indemnify and hold Customer harmless from and against any Claim against Customer, but only to the extent it is based on a Claim that the Solution directly infringes an issued patent or other IP Right in a

country in which the Solution is provided to Customer. In the event Everbridge believes any Everbridge Technology is, or is likely to be the subject of an infringement claim, Everbridge shall have the option, at its own expense, to: (i) to procure for Customer the right to continue using the Solution; (ii) replace same with a non-infringing service; (iii) modify such Solution so that it becomes non-infringing; or (iv) refund any fees paid to Everbridge and terminate this Agreement without further liability. Everbridge shall have no liability for any Claim arising out of (w) Customer Data or other Customer supplied content, (x) use of the Solution in combination with other products, equipment, software or data not supplied by Everbridge, (y) any use, reproduction, or distribution of any release of the Solution other than the most current release made available to Customer, or (z) any modification of the Solution by any person other than Everbridge.

9.3 Indemnification Process. Customer shall (a) promptly give notice of the Claim to Everbridge once the Claim is known; (b) cooperate with Everbridge's efforts to defend and settle the Claim; and (c) provide Everbridge with all available information and reasonable assistance in connection with the defense of the Claim.

10. LIMITATION OF LIABILITY. Except for breaches of Section 6, neither Party shall have any liability to the other Party for any loss of use, interruption of business, lost profits, costs of substitute services, or for any other indirect, special, incidental, punitive, or consequential damages, however caused, under any theory of liability, and whether or not the Party has been advised of the possibility of such damage. Notwithstanding anything in this Agreement to the contrary, in no event shall Everbridge's aggregate liability, regardless of whether any action or claim is based on warranty, contract, tort, indemnification or otherwise, exceed amounts actually paid by Customer to Everbridge hereunder during the 12 month period prior to the event giving rise to such liability. Customer understands and agrees that these liability limits reflect the allocation of risk between the Parties and are essential elements of the basis of the bargain, the absence of which would require substantially different economic terms. This clause shall not impair the U.S. Government's or State of Florida's right to recover for fraud or crimes arising out of or related to this Agreement under any federal or State fraud statute. Furthermore, this clause shall not impair nor prejudice the U.S. Government's right to express remedies provided in the schedule contract (i.e. Price Reductions, Patent Indemnification, Liability for Injury or Damage, Price Adjustment, Failure to Provide Accurate Information).

11. MISCELLANEOUS.

11.1 Non-Solicitation. As additional protection for Everbridge's proprietary information, for so long as this Agreement remains in effect, and for one year thereafter, Customer agrees that it shall not, directly or indirectly, solicit, hire or attempt to solicit any employees of Everbridge; provided, that a general solicitation to the public for employment is not prohibited under this section.

11.2 Force Majeure; Limitations. See GSA Schedule 70 contract and individual ordering document.

11.3 Waiver; Severability. The failure of either Party hereto to enforce at any time any of the provisions or terms of this Agreement shall in no way be considered to be a waiver of such provisions. If any provision of this Agreement is found by

any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision shall, to the extent required, be deemed deleted and the remaining provisions shall continue in full force and effect.

11.4 Assignment. Neither this Agreement nor any rights granted hereunder may be sold, leased, assigned (including an assignment by operation of law), or otherwise transferred, in whole or in part, by Customer, and any such attempted assignment shall be void and of no effect without the advance written consent of Everbridge, which shall not be unreasonably withheld.

11.5 Governing Law. This Agreement shall be governed and construed in accordance with the laws of Florida.

11.6 Notices. Either party may give notice at any time by any of the following: letter delivered by (i) nationally recognized overnight delivery service; (ii) first class postage prepaid mail; or (iii) certified or registered mail, (certified and first class mail deemed given following 2 business days after mailing) to the other party at the address set forth below. Either Party may change its address by giving notice as provided herein. Invoices shall be sent to the Customer's contact and address following Customer's signature below.

11.7 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

11.8 Entire Agreement. [Intentionally Deleted]

11.9 Marketing. Everbridge shall obtain Customer's express written consent in order to reference Customer's name and logo as an Everbridge customer in Everbridge publications, its website, and other marketing materials.

11.10 Survival. Sections 2, 3.2, 5.2, 6, 7, 9-11 and the applicable provisions of Exhibit A shall survive the expiration or earlier termination of this Agreement.

11.11 Counterparts. This Agreement may be executed in one or more counterparts, all of which together shall constitute one original document. A facsimile transmission or copy of the original shall be as effective and enforceable as the original.

11.12 Export Compliant. Neither Party shall export, directly or indirectly, any technical data acquired from the other pursuant to this Agreement or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval.

11.13 Equal Employment Opportunity. Everbridge, Inc. is a government contractor and is subject to the requirements of Executive Order 11246, the Rehabilitation Assistance Act and VEVRAA. Pursuant to these requirements, the Equal Opportunity Clauses found at 41 Code of Federal Regulations sections 60-1.4(a) (1-7), sections 60-250.4(a-m), sections 60-300.5 (1-11) and sections 60-741.5 (a) (1-6) are incorporated herein by reference as though set forth at length, and made an express part of this Agreement.

EXHIBIT A
Additional Business Terms

The following additional business terms are incorporated by reference into the Agreement as applicable based on the particular products and services described in the Customer's Quote.

If Client Is Ordering Nixle® Branded Products or Community Engagement:

1. Client grants to Everbridge a non-exclusive, royalty free, worldwide and perpetual right and license (including sublicense) to (a) use, copy, display, disseminate, publish, translate, reformat and create derivative works from communications Client sends through the Solutions for public facing communications to citizens, other public groups and public facing websites, including social media (e.g., Google®, Facebook®) (collectively, **"Public Communications"**), (b) use and display Client's trademarks, service marks and logos, solely as part of the Public Communications to Contacts who have opted in to receive those Communications, and on other websites where Everbridge displays your Public Communications, as applicable, and (c) place a widget on Client's website in order to drive Contact opt-in registrations.

If Client Is Ordering Everbridge Branded Products:

1. **Data Feeds.** Notwithstanding anything to the contrary in this Agreement, to the extent that Customer has purchased or accesses Data Feeds, the sole and exclusive remedy for any failure, defect, or inability to access such Data Feed shall be to terminate the Data Feed with no further payments due. No refunds shall be granted with respect to such Data Feed. In addition, such feeds are provided solely on an "AS IS" and "AS AVAILABLE" basis and Everbridge disclaims any and all liability of any kind or nature resulting from any inaccuracies or failures with respect to such Data Feeds. **"Data Feed"** means data content licensed or provided by third parties to Everbridge and supplied to Customer in connection with the Solution (e.g., real time weather system information and warnings, 911 data, third party maps, and situational intelligence).
2. **Incident Management/IT Alerting.** For Customers purchasing the Incident Management or IT Alerting Solution, unless designated as unlimited: (a) Customers may only designate the number of Users set forth on the Quote, and such individuals shall only have the access rights pursuant to such designation and role; (b) Incident Administrators shall have the ability to build incident templates, report on incidents, and launch incident notifications; (c) Incident Operators shall only have the ability to launch or manage incidents; (d) IT Alerting Users shall have the ability to build, launch or manage incidents as well as participate in an on-call schedule to receive IT outage notifications, and (e) Customer shall be provided the number of incident templates purchased pursuant to the Quote. **"Incident Administrator"** means an individual who is authorized by Client as an organizational administrator for the Incident Management or IT Alerting Solution. **"Incident Operator"** means an individual who is authorized by Client as an operator of the Incident Management or IT Alerting Solution.

EXHIBIT B
IPAWS- CMAS/WEA Addendum

This addendum is incorporated by reference into the Agreement as applicable based on the purchase of IPAWS-CMAS/WEA services on the Quote.

1. IPAWS Authorization: Client represents and warrants to Everbridge that any employee, agents, or representatives of Client who access IPAWS-OPEN using Client's credentials provided by FEMA (each, an "IPAWS User"), are authorized by FEMA to use IPAWS-OPEN, have completed all required training, and Client has executed an IPAWS Memorandum of Agreement ("MOA") with FEMA. Client shall contact Everbridge immediately upon any change in Client or any IPAWS User's right to access IPAWS-OPEN. Client shall only access IPAWS-OPEN using its designated credentials and FEMA issued digital certificate ("Digital Certificate"). Client acknowledges and agrees that Everbridge shall not have access to its credentials and that Client assumes full responsibility for maintaining the confidentiality of any credentials issued to it.
1. Credentials: Client shall load and maintain within its Everbridge account Organization, its Digital Certificate, COG ID, and Common Name. Client authorizes and requests Everbridge to use the foregoing stored information to connect Client to IPAWS-OPEN.
2. Messaging: Client acknowledges and agrees that: (i) upon submission of messages to IPAWS-OPEN, Everbridge shall have no further liability for the distribution of such message, and that the distribution through IPAWS-OPEN, including, but not limited to, delivery through the Emergency Alert System or the Commercial Mobile Alert System, is in no way guaranteed or controlled by Everbridge; (ii) Everbridge shall not be liable as a result of any failure to receive messages distributed through IPAWS-OPEN; (iii) IPAWS may include additional features not supported through the Everbridge system, and Everbridge shall not be required to provide such additional features to Client; and (iv) Client shall be solely responsible and liable for the content of any and all messages sent through IPAWS-OPEN utilizing its access codes.
3. Term: Client acknowledges and agrees that access to IPAWS-OPEN shall be available once Client has provided Everbridge with the Digital Certificate and any other reasonably requested information to verify access to the system. Upon termination of the Agreement access to IPAWS-OPEN shall immediately terminate.

MEMORANDUM OF AGREEMENT
BETWEEN THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT AND
THE CITY OF DANIA BEACH

This Memorandum of Agreement (the "Agreement") is made and entered into by the Florida Division of Emergency Management (hereinafter referred to as the "Division") and the City of Dania Beach (hereinafter referred to as the "Subdivision"), (hereinafter collectively referred to as the "Parties").

WHEREAS, Section 252.35(2)(a)6 of the Florida Statutes, requires the Division to establish a system of communications and warning to ensure that the state's population and emergency management agencies are warned of developing emergency situations and can communicate emergency response decisions; and,

WHEREAS, the Division has executed contract DEM-D0003/RFQ-DEM-18-19-021 ("Contract") with Everbridge, Inc. (hereinafter referred to as the "Contractor") for the provision of Statewide alert and mass notification services in support of its AlertFlorida Initiative, (hereinafter referred to as the "notification system"); and,

WHEREAS, the Division is funding and providing the notification system at no local cost to eligible subdivisions for the term of July 1, 2019 through June 30, 2024 and subsequent Contract renewals (if any), contingent upon an annual appropriation by the Florida Legislature; and,

WHEREAS, Section 252.38 of the Florida Statutes establishes Emergency Management powers of political subdivisions and constructs safeguarding the life and property of its citizens as an innate responsibility of the governing political body of each political subdivision of the State; and,

WHEREAS, the Subdivision desires to utilize the notification system provided by the Division to transmit alerts, notifications, and other authorized public safety messaging to residents, businesses, and visitors located in or transiting through their political subdivision, while performing its powers under Section 252.38, F.S.

NOW, THEREFORE, in consideration of the cooperative effort between the Parties contained herein, the Parties agree as follows:

1. TERM OF AGREEMENT

This Agreement is effective on the date of execution by the last-signing party and shall remain in effect for the duration of services provided under contract DEM-D0003, and shall automatically renew as long as the Division continues to provide this contractual service to eligible entities defined in this and subsequent contracts.

2. DUTIES AND RESPONSIBILITIES

A. Division of Emergency Management

The Division:

- I. Has assigned a contract manager for the notification system pursuant to Section 287.057(14), F.S. who will enforce the performance of the contract terms and conditions and serve as a liaison with the Contractor.
- II. Reserves the right to access any political subdivision's account or organization in the system for purposes of contract management, and to monitor system activity and usage.
- III. Will limit the number of personnel with high-level administrative access credentials to the system, and will take reasonable efforts to prevent the unauthorized disclosure of contact information protected under Section 119.071(5)(j), F.S.
- IV. Reserves the right to launch a statewide notification to all available "opt-in" contact data in the system resulting from a catastrophic natural or technological disaster, a widespread public health emergency, an imminent or actual attack of a foreign military power, or a similar emergency where a delay to coordinate locally-initiated notifications would endanger the health and safety of the State's population.
- V. Reserves the right to require certain notification subscription options be set to "mandatory" in a subdivision's public-facing opt-in portal, including:
 - a. Tornado Warnings
 - b. Flash Flood Warnings
 - c. Hurricane Warnings
 - d. Statewide Notifications
 - e. Countywide Notifications
- VI. Will, upon termination of the Contract, distribute the system's recipient contact data to the Subdivision as specified in Minimum Support Requirement number eight of the Contract's Scope of Work.

B. CITY OF DANIA BEACH

The Subdivision:

- I. Acknowledges the terms and conditions of the Division's Contract, which is attached hereunto, and agrees to abide by the applicable terms thereof, specifically, the Contractor's End User License Agreement, incorporated in the Contract as Exhibit "C" and the Contractor's Acceptable Use Policy, available via <https://www.everbridge.com/about/legal/acceptable-use-policy/>
- II. Agrees to place a "powered by AlertFlorida" icon that shall encompass no greater or less than 10% of the banner image of the Subdivision's public-facing opt-in portal(s) for continuity with statewide branding.
- III. Acknowledges the following authorized uses of the system and agrees to limit use of the system to those uses, defined by the Division as the following categories of notifications:

- a. Population protective actions, such as evacuation orders, shelter-in-place warnings, boil water notices, and similar actions;
 - b. Emergency preparedness and response information, such as the availability of sand bag stations for flood-fighting efforts, notification of planned or anticipated disruption of municipal services & municipal or commercial utilities, the establishment of emergency shelters, implementation of curfews and other law enforcement security measures, the designation of security zones around specific planned events, the establishment of keywords for event-specific messaging, and other similar messaging that conveys a change in the Subdivision's steady-state operational posture;
 - c. Disaster recovery information, such as the location of disaster recovery centers, availability of voluntary agency or governmental disaster recovery assistance, and updates on debris clearance and the allowance of re-entry into a portion of the Subdivision impacted by a disaster.
 - d. Emergency preparedness exercises, including operational tests of notification capability and public notification of functional or full-scale public safety and emergency management exercises occurring within the jurisdiction.
 - e. Law enforcement searches, for a missing person or a manhunt for escaped convicts or suspects evading arrest.
 - f. Automated weather warnings, provided by the National Weather Service.
 - g. Notification and recall of Subdivision employees, contractors, and other response partners, that support the activation of the Subdivision's Emergency Operations Center or supplement the staffing of existing public safety response and recovery functions, including the staffing of specialty response teams.
- IV. Acknowledges that while the Contract provides access to Integrated Public Alert and Warning System (IPAWS) and Emergency Alert System (EAS) initiation features, the Division will NOT approve requests for Collaborative Operating Group (COG) licenses that originate from political subdivisions below the COUNTY level, as the alerting systems accessible through IPAWS are capable of transmitting alerts across jurisdictional boundaries.
- V. Agrees to make a reasonable effort to supply the Division with requested information about any existing or recent local contracts for mass notification services, for the purpose of developing quantitative cost impact and qualitative notification capability measures in support of legislative budget requests for continued funding of the initiative.
- VI. Agrees to develop a written Standard Operating Procedure (SOP) that governs access to and use of the notification system within the

Subdivision, to include, at minimum, the following topics:

- a. Defining the local organization administrator(s);
- b. Defining procedures for requesting administrative access within the jurisdiction and the training requirements for granting such access;
- c. Establishing a message drafting and approval process;
- d. Discussing the difference between “opt-in” and “opt-out” contact data, limiting the use of “opt-out” data to imminent or actual life threatening emergencies, and considering the time of day when initiating notifications that use “opt-out” data; and,
- e. Specifying the responsibility and frequency of periodically reviewing all administrative user accounts within the County’s organization(s) to validate the continued relationship and need for access of each current user.

The SOP must be developed within sixty (60) days of the effective date of this Agreement and is subject to review by the Division at any time during the Agreement.

- VII. Acknowledges that the Contractor provides additional notification system capabilities and services which are not covered under the Division’s Contract for the notification system (hereinafter referred to as “non-covered services”). If the Subdivision desires to enhance their notification capabilities by adding non-covered services to their organization(s), then the Subdivision will be responsible for any additional costs incurred as a result of adding those services, plus any costs arising from technical support of the non-covered services, payable directly to the Contractor. The Subdivision will notify the Division of its intent to add non-covered services prior to deployment, and will provide an additional notification after deployment, with the intent of maintaining visibility on the Contractor’s provision of support and maintenance on covered features.

3. POINTS OF CONTACT

The Parties shall direct all matters arising in connection with the performance of this Agreement to the attention of the respective contact person(s) named below for resolution or action:

For the Division:

Andrew Sussman, Hurricane Program
Manager/AlertFlorida Contract Manager
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399
Telephone: 850-815-4110
Email: Andrew.Sussman@em.myflorida.com

For the Subdivision:

NAME
TITLE
ADDRESS
CITY, STATE ZIP
Telephone: (XXX) XXX-XXXX
Email: Name@email.com

4. TERMINATION OF AGREEMENT

The Parties may terminate this Agreement at any time upon thirty (30) days’ written

notice to the contact person(s) specified herein.

5. LIABILITY

Each Party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. Nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of Section 768.28, F.S. Nothing herein shall be construed as consent by either Party to be sued by third parties.

6. ATTACHMENTS

The following attachments are incorporated hereunto by reference:

- A. Attachment 1 – Definitions
- B. Attachment 2 – Contract DEM-D0003 between the Division and the Contractor.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates appearing beneath their respective signatures.

**FLORIDA DIVISION OF
EMERGENCY MANAGEMENT**

CITY OF DANIA BEACH

By: _____

By: _____
Mayor A. J. Ryan IV

Date

Date

**[Add additional lines for approvals,
attestations, filings, or seals as
needed]**

Attachment 1 – Definitions

Account – An account is the access point to the web-based Everbridge Mass Notification Solution which is an integrated component of Everbridge’s Unified Critical Communication Suite (“Everbridge Platform”). Accounts are segmented into Organizations and are typically segmented further into numerous groups.

Contact – Individuals who may receive notifications from or through the notification system, including any individual person who provides their personal contact information through an opt-in portal.

Opt-In – The process whereby a contact subscribes to receive notifications through an organization-specific web portal, or by sending the Subdivision’s keyword(s) or zip code(s) to an established SMS short code.

Opt-Out – Contact and address point data loaded into the Everbridge Platform by a political subdivision without the intervention of the contact.

Organization – In the Everbridge Platform, an organization (“Org”) contains a contact database and the capability to send notifications. Each Org has a mapping feature that allows users to send notifications based on registered locations of contacts. Orgs can be configured with a variety of settings and users can view and create numerous reports.

User – Individuals assigned roles and granted permission to manage users, manage contacts and groups, edit settings, and/or send notifications within the Everbridge Platform.



City of Dania Beach Parks & Recreation Memorandum

DATE: 5/14/2024

TO: Mayor and Commissioners

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

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

SUBJECT: Request to name the new gymnasium at C.W. Thomas Park the Tamara James Gymnasium.

Request:

The Parks and Recreation Department is requesting the adoption of a resolution approving the request made by Commissioner Marco Salvino to name the new gymnasium located at C.W. Thomas Park, 100 NW 8th Ave., the Tamara James Gymnasium.

Background:

The Department of Parks and Recreation received from Commissioner Marco Salvino the application for the naming of the new gymnasium at C.W. Thomas Park the Tamara James Gymnasium on March 13, 2024.

The renaming application was brought before the Parks, Recreation and Community Affairs Advisory Board on March 19, 2024. At the March 19th meeting the board voted unanimously in favor of naming the new gymnasium at C.W. Thomas Park the Tamara James Gymnasium.

The attached mailing notice was mailed to all property owners within one thousand (1,000) feet of the facility 30 days prior to the public hearing date of May 14, 2024. The newspaper advertising the notice was advertised in the Sun Sentinel on April 15, 2024. The posting on site was done on April 11, 2024.

The Department has not received any calls or objections to the renaming notices posted or mailed.

Budgetary Impact

Funding for the required notices and advertisement is available and appropriated within account no. 001-12-01-512-49-25 - Other Current Charges/Obligations Co-designation Costs.

Recommendation

It is recommended that the City Commission adopt the resolution approving the request made by Commissioner Marco Salvino to name the new gymnasium located at C.W. Thomas Park, 100 NW 8th Ave., the Tamara James Gymnasium.

RESOLUTION NO. 2024-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE REQUEST MADE BY COMMISSIONER MARCO SALVINO TO NAME THE NEW GYMNASIUM LOCATED AT C.W. THOMAS PARK, 100 NW 8TH AVE., DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT “A”, “THE TAMARA JAMES GYMNASIUM”; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City received an application from Commissioner Marco Salvino for the naming of the new gymnasium at C.W. Thomas Park as the Tamara James Gymnasium; and

WHEREAS, on March 19, 2024 the Parks, Recreation and Community Affairs Advisory Board voted unanimously in favor of the naming request; and

WHEREAS, mailing notices, the newspaper posting, and the on-site signage advertising the public hearing were sent out and posted on April 15, 2024.

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 new gymnasium at C.W. Thomas Park will be named the Tamara James Gymnasium.

Section 3. That funding for the required notices and advertisement is available and appropriated within account no. 001-12-01-512-49-25 - Other Current Charges/Obligations Co-designation Costs.

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.

THIS SPACE INTENTIONALLY LEFT BLANK

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

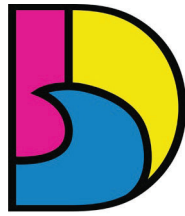
ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

EXHIBIT “A”
LEGAL DESCRIPTION

34-50-42 ALL NE1/4 OF NW1/4 OF SW1/4 W OF BLK 30 DANIA
PROPERTY ID NO. 504234000260



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH
APPLICATION FOR NAMING OR RENAMING
PUBLIC PROPERTIES OR FACILITIES
PLEASE TYPE OR CLEARLY PRINT ALL INFORMATION

1. Applicant Information

Name/Sponsor: Marco Salvino

If Sponsor is an Organization, please provide the name of the Organization, and the name of the current Director/President: _____.

Please also provide a corporate resolution authorizing the naming request, and certificate of good standing from the State of Florida, Division of Corporations.

Contact Person: Maxine, Title Chief of Staff to the Mayor and City Commission

Address: 100 W Dania Beach Blvd., Dania Beach, FL 33004

Daytime Phone: 954-924-6800 Evening Phone: _____

E-mail: msingh@daniabeachfl.gov

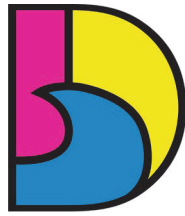
Are you proposing a new name for a facility (never previously named) ☒ or a renaming ☐ ?

What is the purpose of the name change/renaming request?

The request is to name of the new gymnasium at CW Thomas Park when it opens the Tamara James Gymnasium due to her significant contributions to the City along with her success and allocades at athlete.

Please indicate under what category the person nominated qualifies for a facility naming/renaming:

- ☒ City elected officials;
- ☐ City elected officials who have completed their full-term limit, made a significant contribution to the City and/or becoming elected to a higher office;
- ☐ City employees that have made significant contributions to the City, and separated from full-time employment in good standing;



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

- ☒ Persons making a significant contribution to the City over a period of years can be considered with a written request made to the Director of Parks and Recreation;
- ☐ Names of existing facilities shall not be duplicated; Every effort shall be made to avoid naming conflicts with neighboring municipalities;
- ☒ Where the name of an individual is used, approval shall be obtained from the individual or the next of kin prior to using the name;
- ☐ If named after a corporation, the corporation, or other non-natural person, must have a reputation without a criminal, fraudulent, immoral or an offensive history. See additional requirements for corporate naming request, under subsection (a).
- ☒ Recommendations for the naming of a facility are encouraged to reflect community members who have made substantial contributions over a period of years to the City by volunteering services (athletics or other), serving on boards/committees, Commissions, past employees, and Civic organizations.
- ☐ The naming of facilities can be offered to the City Commission by the league or organized group that the person served within and to name a specific facility utilized by the league or organized group.

Is there support from the community, and neighboring properties for the name change?

☒ YES

☐ NO

If yes, please provide the names and addresses for those supporting the request:

This recommendation was presented by Commissioner Marco Salvino at the March 12th City Commission meeting to receive consensus on the recommendation.

Community members have reached out in support of the naming recommendation.

Maxine Singh

Digitally signed by Maxine Singh
Date: 2024.03.13 14:54:28 -04'00'

3.13.2024

Signature of Applicant

Date

**If Applicant is an organization, signature
must be by the presiding officer**



**NOTICE OF PUBLIC HEARING
CITY OF DANIA BEACH, FLORIDA**

A Public Hearing will be conducted by the City of Dania Beach City Commission on the following date to consider the following application:

DATE: Tuesday, May 14, 2024
TIME: 7:00 p.m. or as soon thereafter as the same may be heard
PLACE: City Commission Chambers
Dania Beach City Hall
100 West Dania Beach Blvd.
Dania Beach, FL 33004

SUBJECT: **Sec. 2 -101. – Naming of city-owned facilities:**
The applicant, is requesting to name the new indoor gymnasium being built at CW Thomas Park, which is a city owned park located at 100 NW 8th Ave. The applicant would like to name the new indoor gymnasium at CW Thomas Park the Tamara James Gymnasium.

SPONSORED BY COMMISSIONER MARCO SALVINO

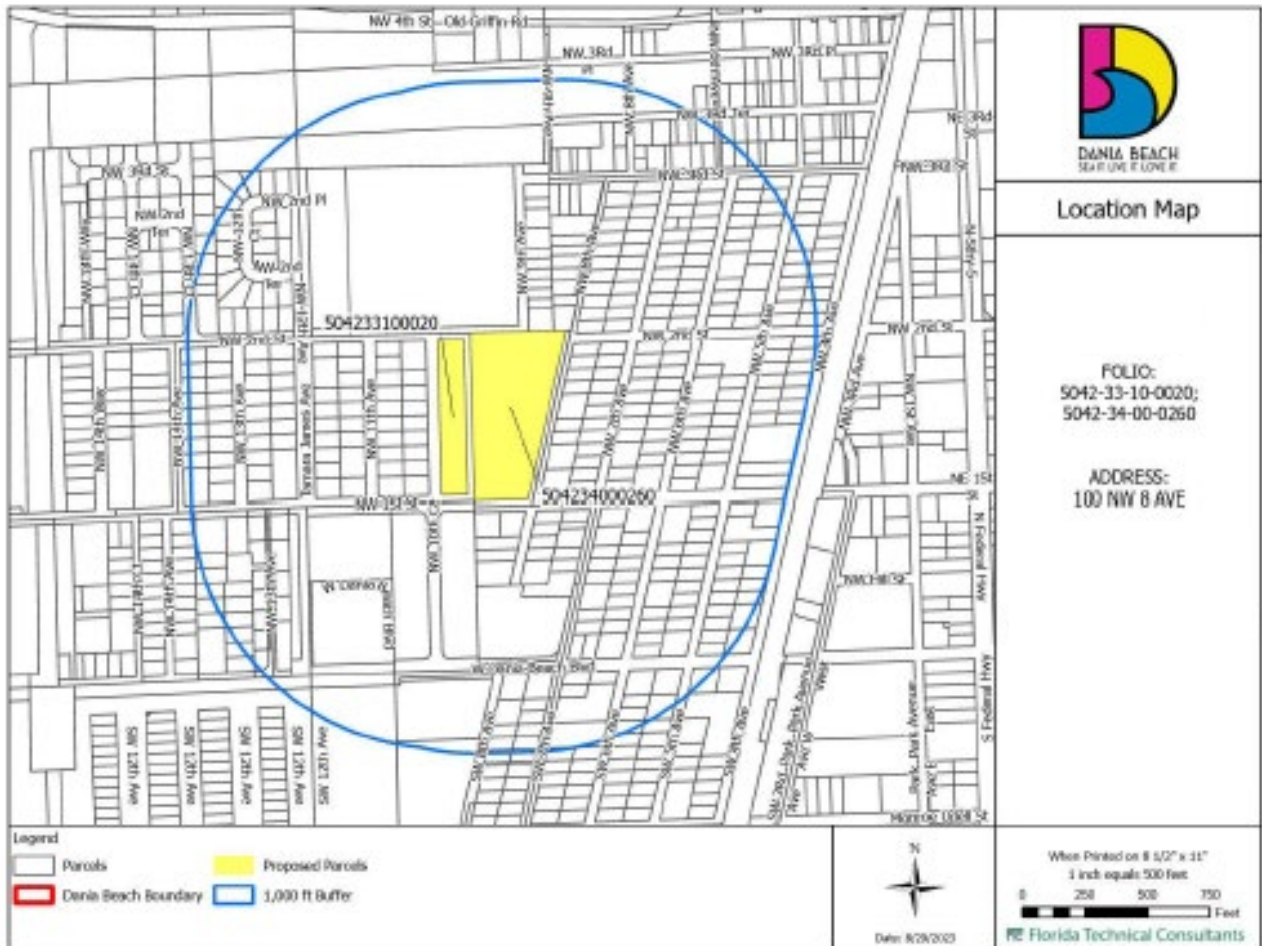
The following is the proposed Resolution of the matter:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE REQUEST MADE BY COMMISSIONER MARCO SALVINO TO NAME THE NEW INDOOR GYMNASIUM AT CW THOMAS PARK THE TAMARA JAMES GYMNASIUM LOCATED AT 100 NW 8TH AVE. DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT “A”: NAMING THE NEW INDOOR GYMNASIUM AT CW THOMAS PARK THE TAMARA JAMES GYMNASIUM.

Copies of the proposed requests or applicable information are available online. For more information, please call Parks and Recreation at (954) 924-6805 Ext. 3731 and staff will provide you with further information.

In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk’s office, 100 West Dania Beach Boulevard, Dania Beach, Florida 33004, (954) 924-6800 Ext. 3624, at least 48 hours prior to the meeting.

Property Subject of Upcoming Hearing



Application Information

Project: CW THOMAS PARK INDOOR GYMNASIUM, TAMARA JAMES GYMNASIUM

Property Owner: City of Dania Beach

Application Site: 100 NW 8th Ave.

Request: To request approval to name the new indoor gymnasium at CW Thomas Park the Tamara James Gymnasium.

Hearing Date & Time: May 14, 2024 at 7:00 PM

Hearing Location: City Commission Chambers, Dania Beach City Hall, 100 West Dania Beach Blvd

Contact Information: Cassi Warren, CPRP, Director of Parks & Recreation, (954) 924-6800 Ext. 3731

AFFIDAVIT

**CITY OF DANIA BEACH, FLORIDA
COMMUNITY DEVELOPMENT DEPARTMENT
POSTING OF PUBLIC HEARING NOTICE SIGN**

STATE OF FLORIDA

COUNTY OF Broward

BEFORE ME, the undersigned authority, personally appeared Christina Mathews who, after being duly sworn, deposes and says:

1. I, Christina Mathews, am an individual over the age of 18 years old and
(Print Name)

(CHECK APPLICABLE SPACE)

 I am the property Owner,

OR

X I am a representative of the property owner(s), City fo Dania Beach and
 , for property located at
100 NW 8 Avenue (the "Property"), and
this sworn statement pertains to the application for new name, relating
to Petition number in the Code of Ordinances of the City of Dania
Beach, Florida.

2. Pursuant to Sec. 610-30(B)(1) of the Land Development Code of the Code of Ordinances of the City of Dania Beach, Florida, on April 11, 20124, I posted, or caused to be posted, a public notice sign along street frontages of the subject Property, with the sign being at least three (3) square feet in area, and between ten (10) and twenty (20) feet from the edge of street pavement in a manner so as to be completely visible from the public rights-of-way. The public notice sign was posted more than ten (10) days before the scheduled public hearing. I am aware that the Code Section cited above requires the sign to state and contain the following information:

PUBLIC HEARING NOTICE

Petition number;

Date;

Time; and

Telephone number of the City's Community Development Department.

3. A true and accurate copy (copies) of the subject sign(s) is/are attached to this Affidavit and incorporated by this reference.

FURTHER, AFFIANT SAYS NOTHING MORE.



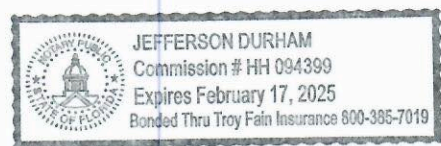
AFFIANT

Sworn to and subscribed before me on April 12, 201 24



NOTARY PUBLIC
State of Florida at Large

My Commission Expires: 2-17-24



How Gaza war mobilized left in US

Palestinians’ plight taken up by broad swath of advocates

By Katie Glueck, Katie Benner and Sheera Frenkel
The New York Times

Support for Palestinians, a cause once largely championed on college campuses and in communities with ties to the region, has transformed into a defining issue of the Democratic left, galvanizing a broad swath of groups into the most significant protest movement of the Biden era.

Through daily organizing sessions and grassroots campaigning, a sprawling new iteration of the pro-Palestinian movement is now propelled by longtime — and sometimes hard-line — activists and by mainstream pillars of the Democratic coalition.

Organizations that are usually focused on climate, housing or immigration are regularly protesting Israel’s military campaign in the Gaza Strip, which followed the Hamas-led Oct. 7 attack and has killed more than 33,000 people, according to local officials.

Labor activists are calling for a cease-fire. Black clergy leaders have appealed directly to the White House. Young Americans are using online tools to mobilize voters and send millions of missives to Congress. And an emerging coalition of advocacy groups is discussing how to press its case at the Democratic National Convention this summer.

“Maybe there was an idea that over time, the movement would lose steam, or it was just like a campus thing or it was like a far-left sort of protest movement,” said Maurice Mitchell, the national director of the Working Families Party, a progressive group that has often been more focused on domestic issues. “The opposite is happening as the



A Palestinian American student addresses a gathering of fellow students protesting Columbia University’s suspension of the groups Students for Justice in Palestine and Jewish Voices for Peace on Nov. 14 in New York. **BING GUAN/THE NEW YORK TIMES**

humanitarian toll becomes so clear.”

Interviews with more than three dozen activists and others involved in the cease-fire cause, as well as their critics, reveal an effort that is at once increasingly powerful, and disjointed and difficult to clearly define. There is no single leader or organization at the helm, nor even a single name for the effort.

It comprises hundreds of groups, from the national to the hyperlocal level, all loosely united behind a call for Israel to end its military campaign. But they are far from consensus on other core issues, such as how to achieve a cease-fire and what should come afterward.

They do not all work together, and their tactics vary widely: While labor and faith leaders have issued calibrated statements, more strident groups and activists

often stage demonstrations that snarl traffic or drown out politicians at events, and some have encouraged supporters to take their own “autonomous actions.”

On campuses especially, some protests have turned ugly or violent. Jewish students and leaders have described being harassed and threatened by people angered by the war in Gaza, in the face of a broader surge in antisemitic incidents, according to law enforcement officials and advocacy groups. They have also tracked a rise in anti-Muslim and anti-Arab acts, including the killing of a Palestinian American 6-year-old boy and the shooting of three students of Palestinian descent in Vermont.

In the aftermath of the Oct. 7 attack, which Israeli officials say killed about 1,200 people in Israel, demonstrations against Israel were initially often

led by campus groups like Students for Justice in Palestine, which would later be banned or suspended from several universities; left-wing Jewish organizations including Jewish Voice for Peace chapters; and groups heavily involved in street protests that cheered or justified the attack as legitimate resistance, such as Palestinian Youth Movement and Within Our Lifetime.

But as Israel’s military response intensified and the humanitarian crisis in Gaza spiraled, a much broader constellation of more traditional Democratic-leaning organizations, leaders and voters began to engage. Activists are now wrestling with how best to push President Joe Biden and his Democratic allies — or whether to break from them — in an election year.

On Nov. 8, a coalition of Black clergy members ran

an advertisement in The New York Times calling for a bilateral cease-fire.

The ad, signed by more than 900 Christian faith leaders, was perhaps the clearest sign yet of the movement’s growth. It reflected long-standing relationships between Black and Palestinian activists dating to the demonstrations against police violence in Ferguson, Missouri, in 2014.

The Rev. Michael McBride, a founder of Black Church PAC who helped organize the letter, recalled the online encouragement he received from Palestinian young people while in Ferguson. Nine years later, he was shaken by the scenes from Gaza on social media.

“I don’t think many of us had seen anything like that before,” he said.

Other core Democratic constituencies were mobilizing, too. In the labor movement, progressive and

younger members as well as workers from heavily Arab-American Dearborn, Michigan, agitated for their unions to take a stand.

Brandon Mancilla, a regional director with the United Auto Workers, said that by early November, as the death toll rose in Gaza, union members were regularly joining demonstrations in their UAW gear. In December, the UAW International Union became the largest labor union at the time to back an “immediate” cease-fire.

As unions intensified their efforts, Biden received a warning in a bastion of the American labor movement.

In February, more than 100,000 Michigan voters cast an “uncommitted” ballot in the state’s Democratic primary, after activists urged voters to send a message to Biden. There have been notable protest votes in subsequent primary states, and activists are now planning their presence at the Democratic National Convention.

Lauren Hitt, a spokesperson for the Biden campaign, said in a statement that Biden “shares the goal for an end to the violence and a just, lasting peace in the Middle East.”

While many activists have urged an “immediate, permanent” cease-fire, others have pressed for a negotiated, bilateral cease-fire with pressure on Israel and Hamas, illustrating growing disillusionment with Israel’s war effort and stark differences about how to end it.

On the progressive front, a coalition of organizations said they were joining forces to support their congressional allies. The groups include Justice Democrats, the Working Families Party and the Democratic Socialists of America.

“It’s a powerful moment,” said Ahmad Abuznaid, the executive director of the U.S. Campaign for Palestinian Rights.

CITY OF POMPANO BEACH, FLORIDA NOTICE OF COMPREHENSIVE PLAN TEXT AMENDMENT

YOU ARE HEREBY NOTIFIED of a Public Hearing before the City Commission on **Tuesday, April 23, 2024 at 6:00 p.m.**, in the City Commission Chamber of the City Hall Complex, 100 West Atlantic Boulevard, Pompano Beach, Florida, to consider the Ordinance entitled:

P.H. 2024-34: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, PROVIDING FOR THE ADOPTION OF THE AMENDMENTS TO THE POMPANO BEACH COMPREHENSIVE PLAN BASED UPON THE EVALUATION AND APPRAISAL REPORT LETTER, WHICH ADDRESSES THE NEWLY REQUIRED 10 AND 20 YEAR PLANNING HORIZONS; AUTHORIZING THE TRANSMITTAL OF THE COMPREHENSIVE PLAN AMENDMENTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.



The Ordinance is available for public inspection upon request by contacting the City Clerk’s Office at (954) 786-4611, or by viewing on the City’s website four days prior to the meeting. All interested persons are urged to attend the Public Hearing(s), send a representative, or express their views by letter.

All interested persons take due notice of the time and place of the Public Hearing(s) and govern yourselves accordingly.

Any person, who decides to appeal any decision of the City Commission with respect to any matter considered at these meetings, will need a record of the proceedings and for this reason, may need to ensure that a verbatim record of the proceedings is made. This record will include the testimony and evidence upon which the appeal is to be based.

Any person requiring auxiliary aids and services at this meeting may contact the City Clerk’s Office at (954) 786-4611 at least 24 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770 or 1-800-955-8771.

**CITY OF POMPANO BEACH, FLORIDA
BY: KERVIN ALFRED, CMC, CITY CLERK**

**Published: April 15, 2024
Sun Sentinel – Display Ad**



NOTICE OF PUBLIC HEARING CITY OF DANIA BEACH, FLORIDA

A Public Hearing will be conducted by the City of Dania Beach City Commission on the following date to consider the following application:

DATE: Tuesday, May 14, 2024
TIME: 7:00 p.m. or as soon thereafter as the same may be heard
PLACE: City Commission Chambers
Dania Beach City Hall
100 West Dania Beach Blvd.
Dania Beach, FL 33004

SUBJECT: **Sec. 2 -101. – Naming of city-owned facilities:**
The applicant, is requesting to name the new indoor gymnasium being built at CW Thomas Park, which is a city owned park located at 100 NW 8th Ave. The applicant would like to name the new indoor gymnasium at CW Thomas Park the Tamara James Gymnasium.

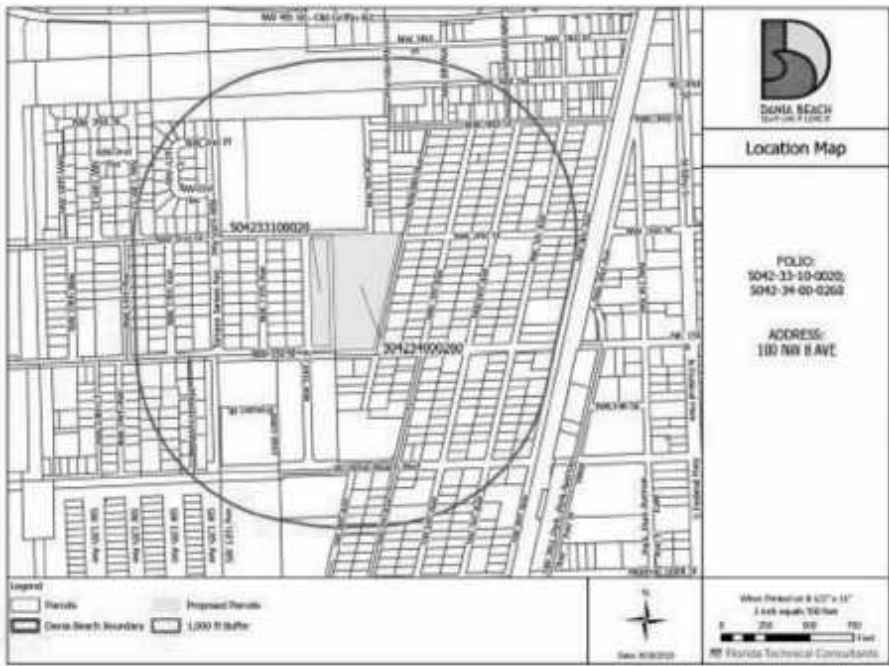
SPONSORED BY COMMISSIONER MARCO SALVINO
The following is the proposed Resolution of the matter:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE REQUEST MADE BY COMMISSIONER MARCO SALVINO TO NAME THE NEW INDOOR GYMNASIUM AT CW THOMAS PARK THE TAMARA JAMES GYMNASIUM LOCATED AT 100 NW 8th AVE. DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT “A”: NAMING THE NEW INDOOR GYMNASIUM AT CW THOMAS PARK THE TAMARA JAMES GYMNASIUM.

Copies of the proposed requests or applicable information are available online. For more information, please call Parks and Recreation at (954) 924-6805 Ext. 3731 and staff will provide you with further information.

In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk’s office, 100 West Dania Beach Boulevard, Dania Beach, Florida 33004, (954) 924-6800 Ext. 3624, at least 48 hours prior to the meeting.

Property Subject of Upcoming Hearing



Application Information

Project: CW THOMAS PARK INDOOR GYMNASIUM, TAMARA JAMES GYMNASIUM

Property Owner: City of Dania Beach

Application Site: 100 NW 8th Ave.

Request: To request approval to name the new indoor gymnasium at CW Thomas Park the Tamara James Gymnasium.

Hearing Date & Time: May 14, 2024 at 7:00 PM

Hearing Location: City Commission Chambers, Dania Beach City Hall, 100 West Dania Beach Blvd

Contact Information: Cassi Warren, CPRP, Director of Parks & Recreation, (954) 924-6800 Ext. 3731



City of Dania Beach Community Development Memorandum

DATE: 5/14/2024

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, Senior Manager
Jonathan Cady, Planner

SUBJECT: TX-097-23: The applicant, the City of Dania Beach, is requesting a text amendment to the City's Code of Ordinances, Land Development Code (LDC) establishing artificial turf regulations.

Request:

The Community Development Department is requesting an amendment to the City's Land Development Code (LDC) to establish artificial turf regulations for residential, commercial, and industrially zoned districts.

Background:

Due to recent flash flooding across the region, Code Enforcement has intensified efforts against lots that fail to meet the pervious requirements. As more residents speak with Community Development staff about their violations, they consistently ask if there is an alternative to grass for meeting pervious requirements. Grass requires a great deal of maintenance and is easily damaged. The City of Lighthouse Point, a municipality in Broward County, have faced similar challenges and have addressed them by incorporating artificial turf as a pervious option into their LDC.

Currently, the City's LDC, Section 275-190 titled 'Plant Material and Installation Requirements,' does not address the use of artificial turf and its relation to pervious surface requirements. The purpose of this code amendment is to recognize artificial turf as an acceptable alternative to landscape material while also serving a pervious area. This allows for an alternative material option for those seeking to comply with the LDC requirements for pervious surfaces. The City's landscape consultants reviewed and made recommendations which have been incorporated into the proposed zoning ordinance.

This text amendment requires two (2) readings at the City Commission.

Planning and Zoning Board previous action

On April 17, 2024, the Planning and Zoning Board reviewed this item and passed a motion for

approval.

Budgetary Impact

Recommendation

The Community Development Department recommends that the City Commission approve the text amendment on this first reading.

ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 28, "LAND DEVELOPMENT REGULATIONS", ARTICLE 275, "LANDSCAPING REQUIREMENT; AT SECTION 275-195, ENTITLED "ARTIFICIAL TURF INSTALLATION", OF THE CITY'S LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; 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 artificial turf 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 275, entitled "Landscaping Requirements: in order to include standards for artificial turf.

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 275, entitled "Landscaping Requirements", to read as follows:

**CHAPTER 28
LAND DEVELOPMENT REGULATIONS**

* * *

ARTICLE 275 – LANDSCAPING REQUIREMENTS

* * *

Sec. 275-195. - Artificial turf installation.

(A) The following requirements shall govern the installation of artificial turf:

- (1) A building permit shall be required to install artificial turf. At a minimum, artificial turf must be installed according to the manufacturer's specifications and will be subject to further city stormwater requirements per Section 27-227 of the Code.

- (2) Artificial turf must replicate a common species of natural grass utilized in the Florida area such as St. Augustine, Bahia, or Bermuda grass in color and appearance.
- (3) New total impervious/pervious area calculations to include the artificial turf as pervious shall be submitted with the permit application.
- (4) Installations are not permitted under tree canopies, or within the drip line of any existing tree canopy.
- (5) Installations are not permitted within two (2) feet of any property line.
- (6) Artificial turf may not be installed within 15 feet of any artificial or natural water body.
- (7) A scaled cross section and details of proposed materials and installation including but not limited to, subgrade, drainage, base or leveling layer.
- (8) All artificial turf shall be installed over a subgrade that provides proper drainage and an evenly graded mass of compaction, porous crushed rock aggregate material. Bases must not be comprised of sand only. Proper drainage shall be provided for all artificial turf installations to prevent pooling of water.
- (9) Artificial turf shall be maintained free of dirt, mud, stains, weeds, debris, tears, holes and fading.

(B) *Maintenance of artificial turf.* The property owner shall routinely maintain artificial turf, including cleaning, brushing, debris removal, repairing and replacement. Such maintenance activities shall ensure that artificial turf continues to function as designed and permitted while maintain aesthetics.

- (1) The aforesaid requirements of this subsection apply to all artificial turf installed within the city limits whether such was:
 - a) installed prior or after the adoption of this subsection, or
 - b) not required to obtain a permit or enter into an agreement required at the time of its installation.
- (2) All artificial turf must be replaced if it falls into disrepair with fading, holes or loose areas. Replacement and repairs shall be done with like materials from the same manufacturer and done so in a manner that results in a repair that visually blends in with the existing artificial turf.
- (3) The property owner's failure to maintain, repair and/or replace artificial turf in compliance with this section, or any agreement entered into with the city as required herein, shall constitute a violation of this subsection.
- (4) The artificial turf system shall be lead-free, and use recycled or organic plant-derived materials and natural infill components, including, but not limited to, cork, coconut, cornhusk, rice husk, and sand. The use of crumb rubber and other synthetic materials shall be prohibited in all applications except for sports fields. Documentation must be provided that identifies all recyclable or natural components of the artificial turf system.
- (5) All artificial turf shall be installed over a subgrade that provides positive drainage and an evenly graded mass of compacted, porous crushed rock aggregate material. Bases may not be comprised of sand only. Proper drainage shall be provided for all artificial turf installations to prevent runoff or pooling of water.

* * *

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. 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, 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: 12/21/23

Petition No.: TX-097-23

(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: 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 AMEND ENTITLED ARTIFICIAL TURF

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*)

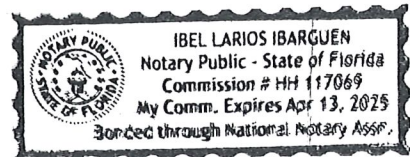
BEFORE ME THIS 27th DAY OF December, 20 23

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 City Clerk Memorandum

DATE: 5/14/2024

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 and adopt the ordinance on second reading 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 and adopt the ordinance on second reading.

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: 5/14/2024

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: 5/14/2024

TO: Mayor and Commissioners

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

VIA: Eve A. Boutsis, City Attorney

SUBJECT: Charter Review Board Recommendations/Ordinance with Proposed Charter Questions – SECOND READING

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 is consistent with state law (allowing the option to post on the internet versus mailed notices).

There was one question relating to modifying the requirement that elected official be a resident not one year, but two years prior to running for office. Based upon further review of Florida Attorney General Opinions and Caselaw, this question was removed from the proposed ballot questions and draft ordinance. In AGO 2005-67 (December 30, 2005), the Attorney General opined, based upon Board of County Commissioners of Sarasota County v. Gustafson, 616 So. 2d 1165 (Fla. 2nd DCA 1993) that a two- or three-year residency requirement would not be reasonable in Florida. Greater residency requirements have been upheld in other states, like Colorado.

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

Approve at second reading and provide direction to the City Clerk to place the attached ordinance with the charter questions on 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 staggard, 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~~

(4) ~~(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

(5) ~~(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

(6)(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

(7)(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

(8)(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

(9)(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

(10)(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

(11)(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

(12)~~(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

(13)~~(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

(14)~~(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

(15)~~(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

(16)(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?~~
- ~~(4)(5)~~ Shall the requirement that any expenditure over a \$1,000,000 be by ordinance be amended to \$5,000,000.00?
- ~~(5)(6)~~ Shall obsolete reference to March versus November election be removed from the Charter?
- ~~(6)(7)~~ Shall inconsistent language regarding City Commission voting be clarified?
- ~~(7)(8)~~ Shall the notice and requirements for calling a special meeting be updated?
- ~~(8)(9)~~ Shall the requirement for special meetings be updated to authorize contracts over \$50,000?
- ~~(9)(10)~~ Shall the bond requirements for officers, clerks and employees be undated to include insurance?
- ~~(10)(11)~~ Shall the public procurement piggyback authorization be modified from 18 months to up to three years old?
- ~~(11)(12)~~ Shall obsolete language from prior nominations of City Commission candidate be deleted?
- ~~(12)(13)~~ Shall duplicative language relating to Mayor and Manager executing contracts be eliminated?

- ~~(13)~~~~(14)~~ Shall the advisory board residency requirement be increased from 6 months to 12 months?
- ~~(14)~~~~(15)~~ Shall the mayor and manager sign contracts over \$50,000, and lesser contracts by Manager?
- ~~(15)~~~~(16)~~ Shall the Charter be amended to authorize notices to be published consistent with state law?
- ~~(16)~~~~(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.

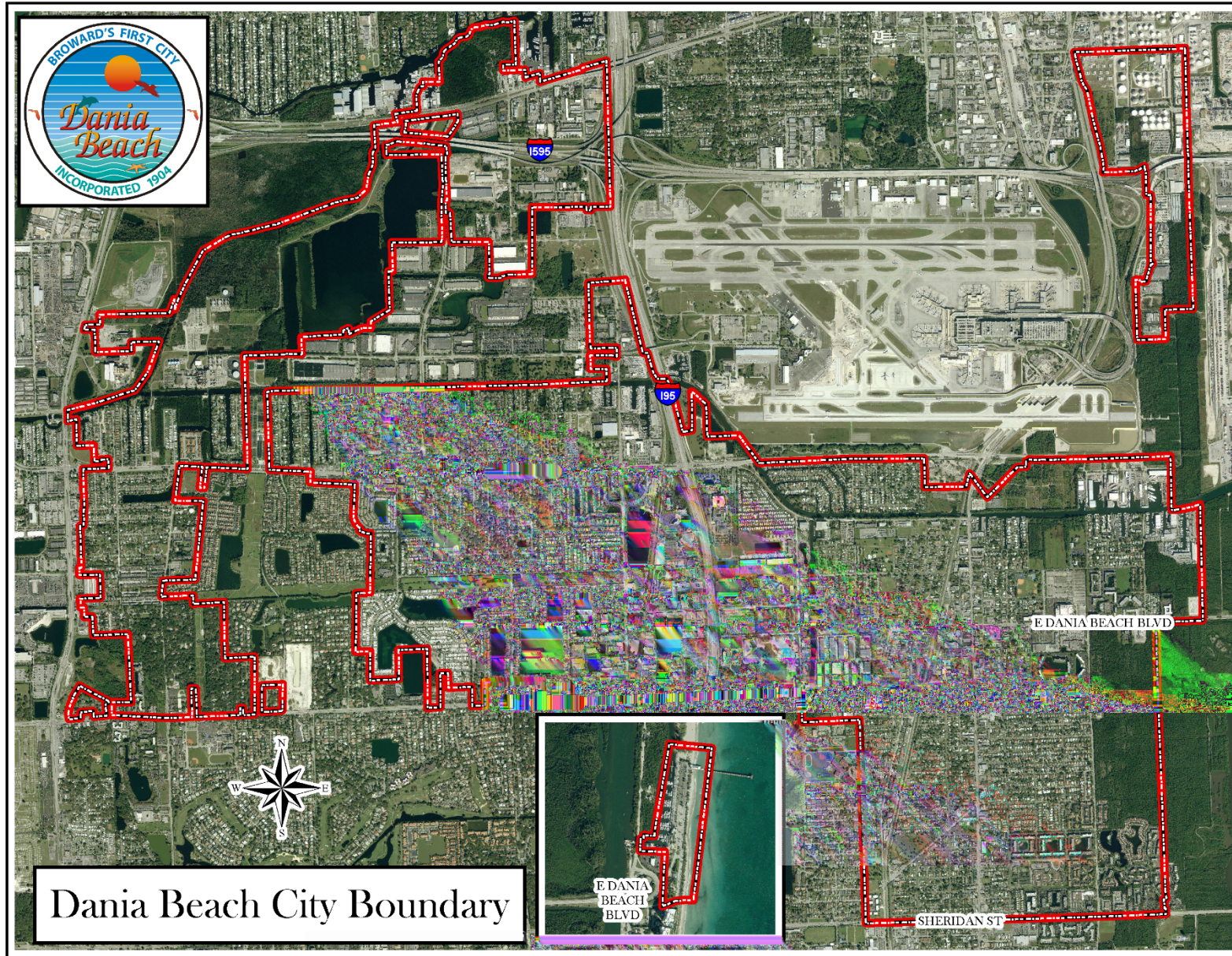
All existing ordinances and resolutions of the City, not in conflict with the provisions of this charter, shall continue in effect unless repealed, amended or modified by the City.

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 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 (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)

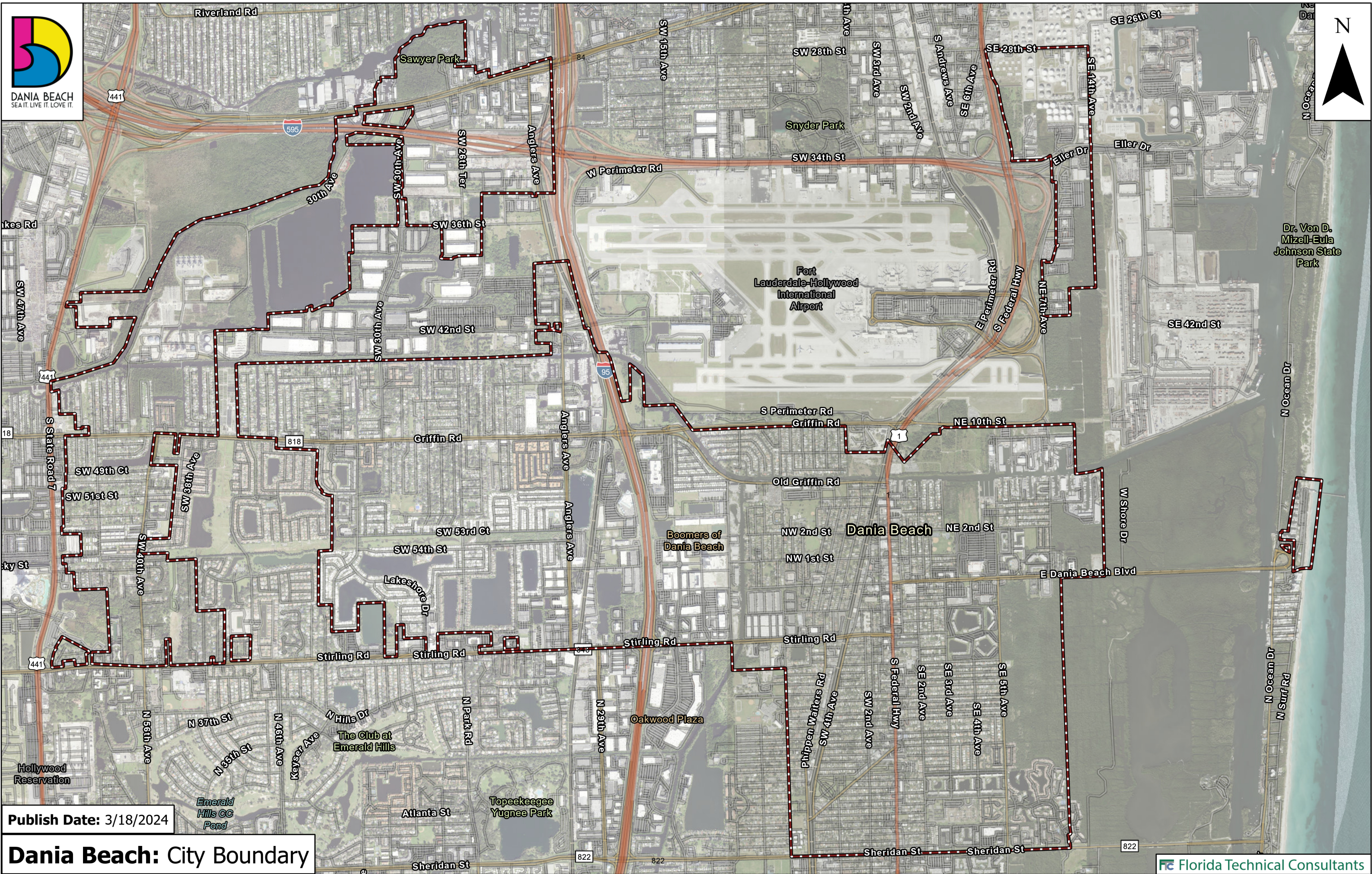
61-89	12-12-89	1	I	1	7(44)
62-89	12-12-89	1	I	1	7(45)
01-90	1- 9-90	1	I	1	7(46)
02-90	1- 9-90	1	I	1	7(47)
03-90	2-13-90	1	I	1	7(48)
06-90	1- 9-90	1	XII	5	3
22-90	5- 8-90	1, 2	III	11	1
25-90	6-26-90	1	I	1	7(49)
26-90	6-26-90	1	I	1	7(50)
42-90	11-27-90	1	I	1	7(53)
43-90	11-27-90	1	I	1	7(54)
44-90	12-11-90	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: 5/14/2024

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) (SECOND 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. Since second reading text has been changed from 15SF to 5SF per street frontage for residential properties at the City Commission’s request, which will total only 8SF of political signage on residential properties.
- 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.

City Commission Previous Action

On April 9, 2024, the City Commission approved the item on first reading and directing staff to revise the temporary sign regulations.

Budgetary Impact

N/A

Recommendation

The Community Development Department recommends that the City Commission approve the text amendment on second and final 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*)

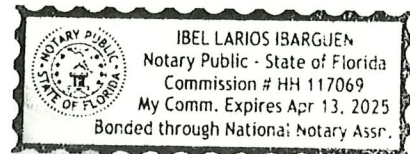
BEFORE ME THIS 22nd DAY OF March, 20 23

By:

Eleanor Norma.
(Print name of person acknowledging)

(Joint owner signature if applicable)

Notary [Signature]
(Signature of Notary Public – State of Florida.)



Personally known Y 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.

(IJ) ~~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.~~

(JK) *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 (12) 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 width.
 - (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>
<u>50 to 99.9 feet</u>	<u>Three (3) signs</u>
<u>100 feet to 200 feet</u>	<u>Four (4) signs</u>
<u>Greater than 200 feet</u>	<u>Five (5) signs</u>

*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 permittedallowed 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.~~
- (5) 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 Drive-through	Permitted Allowed if not oriented toward, or screened <u>visible</u> from, any street				
Menu, other	✓	✓	✓	✓	✓
Monument [see subsection 505-90(PΘ)]	✓ €	✓ X	✓ €	✓ X	X
Private wayfinding [see subsection 505-90(K)]	Permitted Allowed , 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	Upper floor establishment, direct individual outside	Ground or upper floor establishment, shared lobby entrance, no

	shared lobby entrance but has exterior frontage*	public entrance via stairs, elevator	ground story exterior frontage
Identification signs			
Awning, canopy	Permitted <u>Allowed</u>	Permitted <u>Allowed</u>	One (1) sign is permitted <u>allowed</u> adjacent to each public lobby entrance for the anchor tenant or building name, and address.
Gallery edge	Permitted <u>Allowed</u>	Not Permitted <u>Allowed</u>	
Marquee	See subsection 505-130(E)	Not Permitted <u>Allowed</u>	
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 505-210.~~
- (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).

(SF) *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.
- (3-5) 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 (~~P~~O).
 - (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 (45) acres in land area having at least ten-two (210) 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)

1 **Sec. 505-110. Signage regulations for shopping centers and large retail establishments in**
2 **commercial districts (C-1; C-2; C-3; C-4).**

3 (A) *Applicability.* This section regulates the erection ~~and~~ display ~~and maintenance~~ of all signs
4 within shopping centers and for large retail establishments, as defined in section 725-30.
5 Signs shall be erected and displayed only as provided in this section. Large retail
6 establishments within a shopping center are subject to the freestanding identification sign
7 limitations for the entire shopping center development, and are not entitled to additional
8 monument identification signage.

9 (B) ~~Reserved. *Bonus signage.* Shopping centers and large retail establishments located within~~
10 ~~the community redevelopment area are eligible for bonus signage as an incentive for sign~~
11 ~~design pursuant to section 505-210.~~

12 (C) ~~Address signs. Required pursuant to subsection 505-40(A).~~ *Noncommercial signs.* One (1)
13 noncommercial sign is allowed per development, subject to subsection 505-40(H) for each
14 street frontage, not to exceed four (4) square feet in area and four (4) feet in height. The sign(s)
15 may be placed within a ground floor window, supplemental to other window sign allowances,
16 or may be freestanding.

17 (D) *Awning and canopy identification signs.* ~~One (1) sign per awning or canopy. Up to one~~
18 hundred fifty (150) square feet of awning and canopy identification sign area is authorized on
19 each building frontage that is eligible for building signage pursuant to section 505-30(C) is
20 permitted in lieu of a wall sign as follows:

21 ~~(1) Letter height shall not exceed the lesser of eight (8) inches or seventy (70) percent of the~~
22 ~~vertical dimension of the awning or canopy surface upon which placed.~~

23 ~~(2) Sign width shall not exceed seventy (70) percent of width of the surface upon which~~
24 ~~placed.~~

25 ~~(3) Subject to the additional standards in subsection 505-40(B).~~

26 (E) *Changeable copy signs.* ~~Permitted~~ Allowed only for retail motor fuel pumps when required
27 by federal or state preemption, and places of public assembly, subject to subsections 505-
28 130(C) and (D), respectively.

29 (F) *Directional signs.* ~~Permitted~~ Allowed subject to subsection 505-40(E).

30 (G) *Directory signs.* Shopping centers arranged around one or more pedestrian-oriented open
31 spaces are ~~permitted~~ allowed one (1) freestanding or wall-mounted directory sign for each
32 five thousand (5,000) square feet of such open space, or fraction thereof. Directory signs are
33 subject to the standards of subsection 505-40(E), and the following:

34 (1) Freestanding directional signs shall not exceed:

35 (a) Six (6) feet in height; and

36 (b) Eighteen (18) square feet in area.

37 (2) Wall-mounted directory signs shall not exceed:

38 (a) Six (6) feet height above grade; and

- (b) Nine (9) square feet in area.
- (H) *Flags*. ~~Permitted~~ Allowed subject to section 505-150.
- (I) *Gallery edge identification signs*. See subsection (R).
- (J) *Incidental information signs*. Permitted subject to subsection 505-40(H), and as follows:
- (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).~~

(4) ~~Additional sign area and height are permitted within the community redevelopment area as a sign design incentive bonus pursuant to section 505-210.~~

(N) *Private wayfinding signs.* These signs are ~~permitted~~ allowed only within the community redevelopment area within developments of at least five ~~four~~ (45) acres in land area having at least ten (10) 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 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~~ Not more than eight (8) occupant or destination names shall appear on each sign.

(O) *Temporary signs.* ~~Permitted~~ Allowed subject to section 505-160.

(P) *Under-canopy identification signs.* Required within a development of ten (10) or more in-line retail establishments ~~in order~~ to facilitate pedestrian wayfinding. Developments with fewer than ten (10) in-line establishments may also utilize under-canopy identification signs. All 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).

(Q) *Wall and gallery edge identification signs for individual establishments.* Wall and gallery edge identification signs are ~~permitted~~ allowed subject to subsections 505-40(O) and 505-40(G), respectively and as follows.

(1) Gallery edge signs are ~~permitted~~ allowed for individual retail establishments, ~~that have a minimum of twenty five thousand (25,000) square feet of gross floor area and minimum one hundred twenty five (125) feet of building frontage.~~ Gallery signs are subject to the standards for wall signs, below, except as otherwise provided.

(2) ~~One (1) sign is permitted per~~ Each building frontage, ~~not to exceed one~~ is permitted allowed (1) square foot ~~in of sign area for each one (1) foot of building frontage length, up to two hundred fifty (250) square feet for the first seventy five (75) feet, and one quarter (.25) square feet for each additional foot of building frontage, not to exceed one~~

hundred fifty (150) square feet in area. No wall sign shall occupy more than seventy (70) percent of the signable area of the surface upon which placed.

~~(3) Additional sign area is available within the community redevelopment area as a CRA sign design incentive bonus, pursuant to section 505-210.~~

~~(4) 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.~~

~~(45)~~ The maximum ~~permitted~~ allowed vertical dimension of a gallery edge sign is two and one-half (2.5) feet.

~~(56)~~ Letter height for signs under seventy-five (75) square feet shall not exceed twenty-four (24) inches.

~~(67)~~ Each rear or side service entrance is ~~permitted~~ allowed up to eight (8) square feet of total identification, directional and incidental information signage on the wall immediately adjacent to the entrance.

(R) *Window signs.* ~~Permitted~~ Allowed subject to the following standards:

(1) Signs shall not comprise more than ~~ten~~ twenty (40/20) per cent 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. ~~Additional window signage is available within the community redevelopment area as a CRA sign design incentive bonus pursuant to section 505-210.~~

(2) Maximum ~~permitted~~ allowed letter height is six (6) inches ~~for the business name and street address, and (2) inches for all other permanent lettering.~~

(3) Subject to the additional standards in subsection 505-40(P).

(4) 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. 505-120. Signage regulations for hotels, single-establishment and two-establishment commercial and industrial developments, and institutional developments in commercial and industrial zoning districts.

(A) *Applicability.*

(1) This section regulates the erection and display of signs ~~applies to~~ for hotels, developments of up to two (2) commercial or industrial establishments, and institutional developments within a commercial or industrial zoning district.

(2) This section does not apply to large retail establishments.

(3) Signage for uses within the Port Everglades Development District (PEDD) is subject to the district regulations in subsection 320-50(g) to the extent of conflict with this article.

(4) The signage standards in section 315-50 for hotel overlay districts shall take precedence to the extent of conflict with this article.

(B) ~~Address signs. Required subject to subsection 505-30(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.

~~(C) Bonus signage.~~ Developments located within the community redevelopment area are eligible for bonus signage as a CRA sign design incentive pursuant to section 505-210.

(CD) *Awning and canopy identification signs.* Up to one hundred fifty (150) square feet of One (1) sign per awning or and canopy identification sign area is permitted allowed for each building frontage, is permitted in lieu of, or in combination with, wall signs, provided that the combined awning, canopy and wall signage on a building frontage shall not exceed the allowance for wall signs on such frontage.

(1) Maximum letter size is eight (8) inches, or seventy (70) percent of the vertical dimension of the surface upon which is placed, whichever is less.

(2) Sign width shall not exceed seventy (70) percent of awning valence width.

(3) Awnings are, subject to the additional standards in subsection 505-40(B).

(DE) *Changeable copy signs.* Permitted Allowed only for retail motor fuel pumps when required by preempting federal or state law, subject to subsection 505-130(C), and for places of public assembly, subject to subsection 505-130(D).

(EF) *Directional signs.* Permitted Allowed subject to subsection 505-40(D). Shall not to exceed three (3) square feet in area per sign, and three (3) feet in height if freestanding.

(FG) *Flags.* Permitted Allowed subject to section 505-150.

(GH) *Gallery edge identification signs.* Permitted in lieu of wall signs. See subsection (O).

(HI) *Incidental information signs.* Permitted subject to subsection 505-40(H), and as follows:

(1) As window signs subject to subsection (P).

(2) On building walls adjacent to service entrances subject to paragraph (0)(5) of this section, and up to five (5) square feet of additional incidental information signage per 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. 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.

(IJ) *Marquee signs.* Permitted Allowed within the community redevelopment area for places of assembly subject to subsection 505-130(D). A CRA sign design incentive bonus is required for a marquee sign.

(JK) *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.~~

(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.

(MΘ) ~~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).~~

1 (45) The maximum ~~permitted~~ allowed vertical dimension of a gallery edge sign is two and
2 one-half (2.5) feet.

3 (56) Maximum wall sign letter height is twenty-four (24) inches for signs under seventy-five
4 (75) square feet of area.

5 (67) In-line establishments with a rear or side service entrance are ~~permitted~~ allowed up to
6 eight (8) square feet of identification and directional signage, provided that no other
7 building signage is utilized on the same building frontage of the establishment.

8 (NP) *Window signs.* ~~Permitted~~ Allowed subject to subsection 505-40(P), and as follows.

9 (1) Signs shall not comprise more than ~~ten~~ twenty (40/20) percent of the total window area
10 of an establishment's building frontage. Temporary signage ~~permitted~~ allowed in section
11 505-160 is not subject to this limitation.

12 (2) Maximum ~~permitted~~ allowed letter height is six (6) inches ~~for the business name and~~
13 ~~street address, and two (2) inches for all other permanent lettering.~~

14 (3) Up to four (4) square feet of window sign area may be allocated for a display case
15 attached to the building wall adjacent to an entrance. The display case shall not extend
16 more than six (6) inches from the building wall.

17 **Sec. 505-130. Special signage regulations for certain locations and uses.**

18 (A) *Applicability.* This section specifies signage regulations by type of use or location and
19 supersedes all conflicting requirements of this article.

20 (B) ~~*Nonresidential Shopping centers, hotels, office complexes and industrial complexes*~~
21 ~~*development within one thousand (1,000) feet of I-95 or I-595.*~~ [Cross-reference section 315-
22 50, "Hotel overlay district", which shall prevail in case of conflict.]

23 (1) *Purpose and intent.* The intent of this subsection is to provide for alternative on-premises
24 sign types for ~~nonresidential shopping centers, hotels, office complexes and industrial~~
25 ~~complexes-developments~~ of eighty thousand (80,000) or more square feet of fully
26 enclosed area under roof, located within one thousand (1,000) feet of Interstate 95 or
27 Interstate I-595. The additional sign types available to ~~these~~ such developments
28 ("qualifying developments") properties are provided in recognition of the unique
29 configurations of parcels abutting Interstate 95 or Interstate I-595, which restrict the
30 usage of attached or monument identification signage, and limit the visibility of
31 ~~permitted~~ allowed sign types from adjacent elevated interstate highways.

32 (2) *Pole signs.* Notwithstanding any other provision in this code, qualifying developments
33 ~~shopping centers, hotels, office complexes and industrial complexes of eighty thousand~~
34 ~~(80,000) or more square feet fully enclosed area under roof, located within one thousand~~
35 ~~(1,000) feet of interstate 95 or Interstate 595 shall be~~ are allowed to construct one (1) on-
36 premises pole sign not exceed fifty (50) feet in height, or twenty-five (25) feet above the
37 elevation of the abutting interstate highway, whichever is less.

38 (a) Sign area shall not exceed forty-eight (48) square feet, provided that pole signs that
39 existed on the date of adoption of this article, and that have been legally erected on
40 premises described above, shall be allowed to remain ~~as long as~~ as if they are not
41 unsafe structures as provided for in the building code. Such signs shall not be

- 1 expanded, enlarged or remodeled. Ordinary repairs and routine maintenance may
2 be conducted and sign faces may be changed.
- 3 ~~(b) The sign may indicate only the name and nature of the business.~~
- 4 (be) Signs shall be set back at least ten (10) feet from a street line and a distance equal
5 to the height of the sign from any interior lot line.
- 6 (cd) Digital display is ~~permitted~~ allowed if in accordance with the following:
- 7 1. The display shall be static. Depictions that give an appearance of movement
8 (such as video, animation, text scrolling, fading, blinking, flashing, and racing)
9 are prohibited.
 - 10 2. Audio and pyrotechnics are prohibited.
 - 11 3. A minimum interval of fifteen (15) seconds of display period per message is
12 required.
 - 13 4. A change of message must be accomplished within one (1) second or less. No
14 scrolling, fading, flashing, or other visual effects shall be ~~permitted~~ allowed
15 between messages.
 - 16 5. The display is required to have an automatic turn-off in case of malfunctions.
 - 17 6. A minimum spacing of four hundred (400) feet from the boundary of any
18 property that is zoned to permit residential use is required.
 - 19 7. The display shall not exceed a maximum brightness of five thousand (5,000)
20 nits during daylight and five hundred (500) nits at night, as measured with a
21 meter aimed directly at the sign face at a distance of one hundred (100) feet
22 from the display.
 - 23 8. ~~The sign shall be an on premises sign, used to identify the commercial~~
24 ~~establishment, merchandise, service or entertainment that is sold, produced,~~
25 ~~manufactured, or furnished at the property on which the sign is located.~~
26 However, the ~~The~~ City of Dania Beach may require emergency messages to
27 be displayed on a digital sign to provide public information concerning natural
28 disasters, severe weather alerts, Amber Alerts, and other emergency situations.
- 29 (3) *Wall signs.* Notwithstanding any other provision of this code, wall signs shall be
30 ~~permitted~~ allowed to the extent they do not extend more than eighteen (18) inches
31 beyond the face of the building or exceed up to three (3) square feet for each one (1)
32 linear foot of building frontage, up to a maximum of ~~not to exceed~~ two hundred (200)
33 square feet per establishment in multi-establishment buildings, or three hundred (300)
34 square feet in a single establishment buildings .
- 35 (C) *Retail Motor fuel pumps.* The following additional regulations shall apply to retail motor
36 fuel pumps and shall prevail in the event of conflict with other provisions of this article.
- 37 (1) Monument identification signs that are compatible with the architectural design of the
38 service station building are the only ~~permitted~~ freestanding signs allowed. Only one (1)
39 such sign is ~~permitted~~ allowed per service station site and it can measure no more than
40 ~~seven-eight~~ (87) feet in height and six (6) feet in width one hundred fifty (150) square

1 feet in area. If there are businesses separate from the service station which are also located
2 on site, they may have identification on the monument sign. In recognition of state and
3 federal preemptions that require use of changeable copy, Up to twenty four (24) Six
4 (6) square feet of the monument sign may be digital or changeable copy used only to
5 display gasoline prices. Digital signage shall comply with the regulations in subsection
6 (B)(2)(d) of this section.

7
8 (D) *Places of public assembly.* Places of public assembly may have one (1) monument sign per
9 arterial street frontage with up to twenty-four (24) square feet of changeable copy, limited to eight
10 (8) square feet plus two (2) square feet per auditorium or assembly hall, not to exceed the maximum
11 monument sign allowance for the district or use pursuant to this article. Theaters—Unused
12 changeable copy sign allowance with no changeable copy on any ground sign may be utilized the
13 changeable copy sign allowance as wall signage, if qualified for a design incentive in accordance
14 with the standards and criteria of section 505-210 or as marquee signage if qualified for a design
15 incentive in accordance with the standards and criteria of section 505-210. Digital signage shall
16 comply with the regulations in subsection (B)(2)(d) of this section.

17 (E) *Multiple story office nonresidential and mixed-use buildings and hotels.* ~~Office buildings and~~
18 ~~hotels~~ Multiple-story buildings that devote a minimum of either three (3) floors or fifty
19 percent (50%) of the gross floor area to nonresidential use, and which are not subject to
20 subsection 505-130(B), may locate wall signage on upper stories to identify the building or
21 anchor establishment name as follows:

22 (1) Wall signage ~~permitted~~ allowed in sections 505-90 through 505-210 may be placed on
23 any upper story a ~~multiple-story building that is predominately used for office or hotel,~~
24 ~~even if there are other uses such as residential or retail within the building.~~

25 (2) For each full forty (40) feet above grade that the bottom of the sign is located, the
26 ~~permitted~~ allowed sign area and letter height shall increase by ~~twenty five (25)~~ ten (10)
27 percent. The sign area utilized for upper story signage, excluding the additional twenty-
28 five (25) percent for each forty (40) feet in height, shall count against any cumulative
29 sign area limitations that apply to all building signs on, the same facade. For example, if
30 a 200 square foot wall sign is erected 100 feet above grade, 50 percent of the upper story
31 wall sign area would be a result of the increase in allowable sign area resulting from the
32 height of the sign (25 percent for the first 40 feet and another 25 percent for the second
33 40 feet). The area of the sign as it would be permitted on the ground floor (less 50
34 percent) would be 100 square feet. If the cumulative building sign allowance is 200
35 square feet for the given frontage, another 100 square feet of building signage could still
36 be erected in addition to the upper story wall sign. Two (2) upper story wall signs are
37 permitted ~~allowed~~ per building but must be on separate façade elevations of the building.

38 (3) Wall signs of this nature will be allowed only on facades that do not face a lot located
39 less than one hundred (100) feet away that is zoned for or developed with single-family
40 or townhouse residential development.

41 (F) *Multi-modal transit facilities.* Signs may be displayed on each multi-modal transportation
42 facility in accordance with the following requirements:

- (1) A single ~~multi-modal transportation information identification~~ sign, ~~including with~~ no more than two (2) sign faces of not more than thirty (30) by thirty (30) inches in area per sign face ~~per facility, may identify sponsors of the facility and system on one sign face.~~ The sign faces shall be oriented towards users of the multi-modal transportation facility 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

1 dimensions refer to both vertical flagpoles and mast-arm flagpoles (for example, staffs
2 extending at an angle from a building). On United States and Florida holidays, there shall be
3 no maximum flag size or number or other limitations on manner of display. This section shall
4 not prevent marinas or boat docking facilities holding valid business tax receipts from
5 displaying additional flags for navigation purposes as necessary.

6 **Sec. 505-160. Temporary signs.**

7 (A) ~~*Applicability.* The following temporary Temporary signs shall be permitted in any zoning~~
8 ~~districts, except as otherwise provided, and shall be subject to comply with the following~~
9 ~~provisions in this section.~~

10 (B) *Requirements applicable to all temporary signs.*

11 (1) *Approval of temporary signs.* Temporary signs shall not require city review or
12 permitting unless the building code requires issuance of a building permit before the
13 sign can be erected, in which case the sign shall be approved in accordance with the
14 permitting procedures provided in section 505-190 (signage review, approval process
15 and fees) unless specifically exempted in this section.

16 (2C) ~~*Removal; bond required.* All temporary The maximum cumulative duration for display~~
17 ~~of all temporary signs on a premises posted in accordance with this section shall be sixty~~
18 ~~(60) days within any consecutive period of three hundred and sixty-five (365) days~~
19 ~~removed no later that (7) days after the sign is no longer relevant to an issue or event of~~
20 ~~a temporary duration, unless otherwise provided herein in this section.~~

21 (1) ~~*Application of bond requirement.*~~

22 (a) ~~Unless exempt under subsection (b) below, at the time that an application is made~~
23 ~~for placement of any temporary sign(s) the applicant shall provide a cash bond to~~
24 ~~the city, the condition of which is that all signs permitted in connection with the~~
25 ~~bond shall be removed by the applicant in accordance with the time limits provided~~
26 ~~in this section.~~

27 (b) ~~The bond requirement for temporary signs shall not apply to any person placing~~
28 ~~four (4) or fewer temporary signs none of which exceed a sign area of six (6) square~~
29 ~~feet per sign, or four (4) or fewer special event banners upon the premises of a~~
30 ~~special event, none of which exceed a sign area of eight (8) square feet per sign. All~~
31 ~~temporary signs posted pursuant to this subsection shall otherwise comply with the~~
32 ~~applicable regulations of this section.~~

33 (c) ~~Any person who posts temporary signs pursuant to an exemption from the bond~~
34 ~~requirement shall be subject to a \$25.00 penalty per sign which is placed in violation~~
35 ~~of this section or is not removed within the time frames established by this section.~~

36 (2) ~~*Payment of bond.* Bonds shall be in the principal sum of one hundred dollars (\$100.00)~~
37 ~~and the bond shall contain language that authorizes the city to use all or any part of the~~
38 ~~principal of the bond to cover its expenses in removing the signs if the applicant for the~~
39 ~~certificate of compliance does not remove the sign within this period of time. The~~
40 ~~designated city official responsible for reviewing the temporary sign application~~

pursuant to section 505-190 (signage review, approval process and fees) shall forward proof of the applicant's payment of the bond to the code compliance unit manager and community development director. 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 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~~ Anyone who has installed a temporary sign, as well as the occupant or and property owner, shall ~~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.
- (c) ~~Signs may be double-faced provided the information on both sides is identical.~~
- (5) ~~Maximum sign area for building and window signs that are not freestanding:~~ Three (3) square feet.
- (6) ~~Time period and duration:~~ Must be removed within seven (7) days of the sale or lease of the ~~premises property or portion thereof upon which the sign is located.~~ Open house signs are only permitted while the owner or agent is on the premises.
- (E) Signs for properties with an active building permit. The following signage is authorized during the time that a building permit has been issued and remains active and unexpired. Construction/development signs, may be freestanding, mounted upon a fence or freestanding wall, or the side of a construction trailer.
- (1) ~~Maximum number:~~ One (1) sign per ~~one hundred (100) feet of street frontage, not to exceed two (2) signs per street frontage in the E-1, RS, RD NBHD-RES and RO districts.~~ Two (2) signs per street frontage are permitted in all other districts.
- (2) ~~Maximum height:~~ Four (4) ~~Six (6)~~ feet in the E-1, RS, RD NBHD-RES and RO districts, and ~~ten (10)~~ eight (8) feet in all other districts.
- (3) ~~Maximum signage area:~~ A total of six (6) square feet per street frontage in the E-1, RS, RD, NBHD-RES, and RO districts and Thirty Two (32) twenty-four (24) square feet per project sign in all other districts.
- (4) ~~Time period and duration:~~
- (a) ~~Beginning with the city's acceptance and receipt of a complete application submittal for site plan approval for the development to which the sign pertains; or~~
- (ab) ~~Beginning with the city's acceptance issuance of and receipt of a complete application submittal for a building permit for the development to which the sign pertains, at the developer's option or where no site plan approval is required; and.~~
- (be) ~~In all cases terminating~~ Terminating within five (5) days after the date upon issuance a final of certificate of occupancy, provided is issued unless the building permit expires first, in which case the that such signage shall be removed upon expiration of the approved site plan or expiration of the building permit authorizing the posting of the signage.
- (F) ~~Temporary political and n~~ Noncommercial signs. Temporary signs are being regulated equally, ensuring the same setback, height, and other regulations for temporary signs. The terms "temporary business, real estate, construction, and election/free speech signs" are by way of example and are not meant to be utilized to improperly distinguish content. This section should be constructed consistent with Reed v. Gown of Gilbert, Arizona, 135 S.Ct.

1 2218 (2015).Temporary political and noncommercial signs, subject to the removal
2 requirements of subsection (C) above, are authorized as follows.

3 (1) On a property that contains only residential buildings, regardless of zoning district,
4 or on a vacant property that is located in a residential zoning district, one (1)
5 noncommercial temporary sign with a maximum of three (3) square feet in area and
6 four (4) feet in height is authorized for each street frontage, except as provided in
7 paragraph (4), below.

8 (2) On a property that is both within a residential zoning district and contains a
9 nonresidential building or principal use, one (1) noncommercial temporary sign up
10 to twenty-four (24) square feet in area and eight (8) feet in height is authorized for
11 each street frontage.

12 (3) On all other properties, one (1) noncommercial temporary sign up to twenty-four
13 (24) square feet in area and eight (8) feet in height is authorized for each street
14 frontage.

15 (4) Supplemental to the noncommercial sign allowances in this subsection, during each
16 period that is ninety (90) days prior to an election day, as such term is defined in
17 F.S. § 97.021:

18 1. The display of a noncommercial temporary sign shall not be counted for
19 purposes of the durational limitation set forth in paragraph (B)(2) of this
20 section, which otherwise limits the display of a noncommercial temporary sign
21 to no more than sixty (60) days in any consecutive 365-day period;

22 2. On a property that contains only residential buildings regardless of zoning
23 district, or on a vacant property that is located in a residential zoning district,
24 an additional five (5) square feet of noncommercial temporary sign area is
25 authorized for each street frontage, without limitation as to the number of
26 signs.

27 3. ~~Within five (5) days after each election day, any additional noncommercial~~
28 ~~temporary signage authorized by this subsection shall be removed.~~

29 Temporary signs shall only be allowed for a period beginning with the
30 temporary activity which is the subject of the sign and must be removed
31 within five calendar days from the date the temporary activity ceases.
32 Temporary signs shall only be allowed for a period beginning with the
33 temporary activity which is the subject of the sign and must be removed
34 within seven days from the date the temporary activity ceases. Temporary
35 business signs may be erected and maintained for a period not to exceed 30
36 days, except that the city manager may approve an extension of time for the
37 business to erect and maintain such signs beyond the 30 days, after the
38 manager finds that such extension is necessary to mitigate the impacts of
39 public construction on visibility of, or access to, the business. Such extension
40 beyond 30 days shall terminate concurrent with the termination of the public
41 construction.

1
2 of eight (8) square feet in area or less. Temporary political signs shall not be posted or displayed
3 prior to the date of qualification of the candidate identified in such signs. For signs relating
4 to any other ballot matter, such signs shall not be posted or displayed prior to the date of
5 receipt by the office of the Broward County Supervisor of Elections of the ballot matter
6 wording for printing on the ballot for the applicable election. All other temporary
7 noncommercial signs without a specific timeframe for posting under this section shall be
8 permitted to be posted no earlier than the date on which such signs become relevant to an
9 issue or event of a temporary duration.

10 ~~(G) City-sponsored event signage.~~

11 ~~(1) Decorative banners and bunting.~~ Such signs shall only be permitted by the city
12 commission in connection with special events held in the city which are sponsored by
13 the city and open to the general public, and shall be limited to information pertaining to
14 the special event. In no case shall the banners or bunting be displayed more than thirty
15 (30) days prior to the date of the event and seven (7) days after the event has concluded.

16 ~~(2) Banners or signs placed across any public street, park or other public way or property.~~
17 Such signs shall only be permitted by the city manager on a temporary basis, on a finding
18 that they are in connection with a special event being held in the city which is sponsored
19 by the city and open to the general public. Such signs shall not be permitted to be
20 displayed more than thirty (30) days prior to the special event and seven (7) days after
21 the event has concluded. Information on the banner shall relate only to the special event,
22 and shall consist only of the event name, the date(s) of the special event, the time and
23 location.

24 ~~(H) Temporary special event signs, other.~~ Temporary special event signs for commercial uses are
25 permitted only for grand openings, semi-annual sales, licensed going out of business sales,
26 established legal holidays, and changes in ownership or management. Noncommercial
27 entities can only qualify for a legitimate, established activity or event directly related to their
28 function or purpose as determined by the director, including but not limited to, grand openings
29 and special promotions.

30 ~~(1) General provisions.~~

31 ~~(a)~~ All signs shall be posted on the premises of the event.

32 ~~(b)~~ Not more than two (2) special events with temporary signage are permitted to occur
33 at any one time within a shopping center.

34 ~~(c)~~ Signs may be illuminated subject to compliance with section 505-30.

35 ~~(2) Posting and removal.~~ Temporary special event signs shall be displayed not more than:

36 ~~(a)~~ Thirty (30) days per event signage permit.

37 ~~(b)~~ Three (3) days after the event has concluded, at which time all such signs must have
38 been removed.

- 1 ~~(c) Sixty (60) days per twelve (12) month period for any occupant, provided that a~~
2 ~~minimum thirty (30) days is required in between the issuance of temporary signage~~
3 ~~permits.~~
- 4 ~~(d) Three (3) special event permits per twelve (12) month period for any occupant.~~
- 5 ~~(e) Two (2) simultaneous event signage permits per multiple occupant development~~
6 ~~such as a shopping centers and business park.~~
- 7 ~~(3) Application. The applicant shall submit a written application for the special event and~~
8 ~~proposed signage to the community development department on a form to be provided~~
9 ~~by the city, which shall provide the following information:~~
- 10 ~~(a) Nature of the special event. The application shall include the location of the special~~
11 ~~event and daily schedule of activities.~~
- 12 ~~(b) Duration of special event. The application shall include dates of commencement~~
13 ~~and termination of the special event.~~
- 14 ~~(c) Type of signage proposed. The application shall include a description of signage~~
15 ~~including dimensions, materials used, method of construction and placement~~
16 ~~including dimensions from driveway, right of way and edge of pavement, list of~~
17 ~~sign locations, proposed illumination, and such other information as the city may~~
18 ~~require.~~
- 19 ~~(d) Number of signs. The application shall specify the number of temporary special~~
20 ~~event signs requested and shall conform to the applicable requirements for a~~
21 ~~temporary sign bond, as applicable pursuant to subsection (C) of this section.~~
- 22 ~~(e) Responsible agents. The application shall identify the name and phone number of~~
23 ~~the sponsoring entity and principle contacts responsible for erecting and removing~~
24 ~~signage.~~
- 25 ~~(4) Permitted signage. Total signage for any special event shall not to exceed one hundred~~
26 ~~sixty (160) square feet of total signage and twenty (20) signs. The total permissible~~
27 ~~signage may be allocated among the different types of authorized signage, but is subject~~
28 ~~to the restrictions on size and number established below for each type of sign. For~~
29 ~~establishments with more than one building frontage, the longest such frontage that has~~
30 ~~a public entrance shall be utilized to calculate allowable signage area.~~
- 31 ~~(a) Attached banner signs.~~
- 32 ~~1. Two (2) square feet of banner signage is permitted for each foot of building~~
33 ~~frontage of the establishment having the special event, not to exceed fifty (50)~~
34 ~~square feet per building frontage.~~
- 35 ~~2. Banners must be attached to the façade of the establishment having the special~~
36 ~~event below the roofline and extending no closer than two (2) feet to the~~
37 ~~demising partition walls of the establishment, or may be attached to a fence or~~
38 ~~wall if the establishment is freestanding and not part of a multiple occupant~~
39 ~~building or lot.~~

1 (b) ~~Freestanding signs.~~

- 2 1. ~~Freestanding signs are permitted in any yard fronting an arterial or collector~~
3 ~~street, provided that the yard is at least fifty (50) feet in depth.~~
- 4 2. ~~Two (2) square feet of freestanding signage is permitted for each foot of~~
5 ~~building frontage of the establishment for which the sign permit is issued, not~~
6 ~~to exceed six (6) feet in height and twenty (20) square feet per sign, and a total~~
7 ~~of sixty (60) square feet of sign area.~~
- 8 3. ~~The signs may be placed within any pervious area upon the lot on which the~~
9 ~~establishment having the special event is located, subject to all setback and~~
10 ~~clear sight distance requirements for freestanding signs. In the absence of~~
11 ~~pervious area adjacent to a street, only one (1) sign is permitted on a paved~~
12 ~~surface, which shall not be placed within a driveway, drive aisle, parking~~
13 ~~space, or public sidewalk (located within the public right-of-way or special~~
14 ~~purpose public sidewalk easement). Directional signs are permitted on~~
15 ~~adjacent lots if such lots are utilized as part of the event and included within~~
16 ~~the event permit.~~
- 17 4. ~~Such signs are not permitted in conjunction with banner signs attached to~~
18 ~~fences or freestanding walls.~~
- 19 5. ~~Freestanding signs may include vinyl banners placed on individual banner~~
20 ~~stands that are properly sized for the banners.~~

21 (c) ~~Inflatable signs.~~

- 22 1. ~~Inflatable signs are permitted only for grand openings and changes in~~
23 ~~ownership or management.~~
- 24 2. ~~Sixty (60) square feet of inflatable signage is permitted per event.~~
- 25 3. ~~The area of each inflatable sign shall be determined by multiplying its largest~~
26 ~~vertical dimension by its largest horizontal dimension.~~
- 27 4. ~~Inflatable signs may be attached to any structure or the ground. Maximum~~
28 ~~permitted height is twelve (12) feet above the surface to which attached, but~~
29 ~~in no event higher than thirty-five (35) feet above grade.~~
- 30 5. ~~The use of inflatable signs is limited to one event per twelve (12) month period~~
31 ~~for any given establishment.~~

32 (I) ~~Temporary garage sale signs.~~ The posting of garage sale signs shall be permitted if a garage
33 ~~sale license has been granted pursuant to chapter 21 "sales and auctions", article III "garage~~
34 ~~sales." Garage sale signs shall be posted in accordance with the following requirements:~~

35 (1) ~~Sign area.~~ A garage sale sign shall not exceed four (4) square feet in area.

36 (2) ~~Each sign shall display a registration sticker bearing the garage sale license number~~
37 ~~issued by the city.~~

1 ~~(3) Placement of signs. A maximum of two (2) garage sale signs may be placed on the~~
2 ~~property upon which the sale is located. Up to three (3) garage sale signs may be placed~~
3 ~~upon private property, with the consent of the property owner.~~

4 ~~(4) Duration. Garage sale signs may be posted only between the hours of 5:00 a.m. and 7:00~~
5 ~~p.m. on the days the sale is licensed.~~

6 (G) Signs following issuance of a Certificate of Occupancy. Upon issuance of a Certificate of
7 Occupancy, up to two (2) banner signs may be affixed to each arterial frontage of any building
8 with four (4) or more stories. The banners shall:

9 (1) Not exceed one (1) percent of the building facade on each arterial building frontage;

10 (2) Not cover any fenestrated surface;

11 (3) Be flush-mounted to a flat building surface;

12 (4) Not extend below the third story of a building;

13 (5) Not be illuminated; and,

14 (6) Be removed within ninety (90) days of sign permit issuance;

15 **Sec. 505-170. Nonconforming signs.**

16 (A) Signs that were lawfully erected and rendered nonconforming by Ordinance No. 2012-009
17 are ~~permitted~~ allowed to remain and shall be properly maintained, subject to the following
18 restrictions:

19 (1) No such sign shall be enlarged, extended, relocated, moved, structurally altered,
20 discontinued for a period exceeding ninety (90) consecutive days, replaced, nor
21 reconstructed or repaired after substantial damage as defined in section 710-20, unless it
22 is for the purpose of making the sign comply with this article. Any of the above actions
23 for a purpose other than to comply with this article shall nullify the nonconforming status
24 of the sign, and shall require full compliance with this article.

25 (2) Once a sign is replaced or made to conform with this article, its nonconforming status
26 shall be permanently lost.

27 (B) *Signs made nonconforming by previous ordinances.* The following provisions from prior
28 ordinances that replaced or amended the city's sign regulations are recited below for
29 informational purposes.

30 (1) Ordinance No. 25-98 declared the following types of signs to be nonconforming, and
31 required their removal no later than five (5) years from the date of adoption of the
32 ordinance:

33 (a) All roof signs, except integral.

34 (b) All pole signs, except those allowed in section 505-130 (special signage regulations
35 by location or type of use) and section 315-50 (signage for hotel overlay district) or
36 any pole sign determined by the community development director, based on a

reasonable analysis of the available information, to have been built prior to annexation into the city, which is located within a county-owned right-of-way.

~~(c) Painted wall signs, except those meeting the requirements of Section 505-90(V)(8), and other than murals.~~

(2) Any of the following types of signs that were rendered nonconforming as to size, height or both, or other requirements of Ordinance No. 25-98, were required by Ordinance No. 25-98 to conform to the requirements of the ordinance no later than five (5) years from the date of its adoption:

(a) All wall signs.

(b) All monument signs.

(3) All sign types which were lawfully erected and rendered nonconforming by Ordinance No. 2003-44 were required to be removed or brought in to conformance with Ordinance No. 2003-44 no later than ninety (90) days from the date of its adoption.

(4) Notwithstanding the provisions above, any pole sign determined by the community development director, based on a reasonable analysis of the available information, to have been built prior to annexation into the city and which is located within county-owned right-of-way, shall be declared to be nonconforming, and shall comply with the regulations set forth in article 710, nonconforming uses, structures and lots, except that no improvements shall be made to the sign.

(5) 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.

(C) *Removal of legally nonconforming signage.* All signage which is ~~legally~~ nonconforming under this section, including cabinets, raceways, wiring, and all other sign components, shall be removed if no business, holding a current business tax receipt, has occupied the property or tenant space for a period of six (6) months or more. Upon removal of such signage, the structure ~~where to which~~ the sign was attached shall be restored.

Sec. 505-180. Relief from requirements, sign variances.

(A) A sign variance may be granted pursuant to the procedures and requirements of article 625, except that the criteria for granting variances in section 625-40 shall be replaced with the following criteria:

(1) The variance request is in harmony with the general intent and purpose of this article, and is not contrary to the public interest, especially ~~with regarding to~~ the aesthetic impact on the surrounding area; and

(2) The variance is reasonably necessary for the sign to achieve the level of visibility and effectiveness typical for conforming signs within the same zoning district in the city and intended by this article; and

- (3) ~~The impaired visibility or effectiveness of the signage allowed in this article would result in unnecessary or undue hardship; and~~
- (4) ~~The hardship is not a result of the applicant's actions, financial hardship, or any inconvenience of complying with the code, but are a result of:~~
- ~~(a) Conditions that are unique to the land, building, site configuration; or~~
 - ~~(b) Conditions that are unique to the configuration of the site in relation to adjacent sites or features; or~~
 - ~~(c) Other unique conditions that are not self-created by the applicant.~~
- (35) The request is the minimum necessary deviation from the requirements of this article to provide for reasonable and adequate sign visibility and effectiveness, with due consideration for the aesthetic of the sign and its scale relative to that of buildings and signs on the same and adjacent properties; and
- (B) A sign variance shall not be granted to allow a type of sign that is prohibited in section 505-50 (prohibited signs).
- (C) An application for a sign variance shall be made with the community development department. Notice shall be as provided in section 610-20 (table of public notice requirements).
- (D) The provisions of the building code pertaining to unsafe structures shall apply to signs that were ~~permitted~~ allowed through the sign variance process.

Sec. 505-190. Signage review, approval process and fees.

- (A) *Certificate of compliance required.* Prior to the erection, construction, alteration, relocation, painting of a painted sign, or repair of any sign, a city certificate of compliance and building permit must first be obtained for such work, unless such sign is exempt from the certificate of compliance requirement pursuant to section 505-140, or exempt from the requirement to obtain building permit pursuant to the building code. Failure to obtain a certificate of compliance, if required shall be a violation of this section. An application for certificate of compliance, if required, shall be submitted to the community development department and processed in accordance with this section. No sign shall be approved for use unless it has been inspected and found to be in compliance with all requirements of this article.
- ~~(B) *Review and approval of temporary political and noncommercial signs.* An application to place temporary political and noncommercial signs of eight (8) square feet or less shall be made to the city clerk on a form prepared by the clerk. An applicant seeking to place more than four (4) temporary political or noncommercial signs, and any applicant seeking to place one (1) or more signs of six (6) square feet or more in size, shall post a bond in accordance with section 505-160 (temporary signs) of this article. Persons placing less than four (4) temporary signs that do not exceed six (6) square feet in size, shall be exempt from the bond~~

1 requirements. ~~The receipt for bond payment shall serve as a permit for placement of~~
2 ~~temporary political and noncommercial signs of eight (8) square feet or less.~~

3 (B~~C~~) The owner of all signs for which permits are required shall be responsible for permanently
4 affixing the permit number on all erected signs.

5 (C~~D~~) An application for certificate of compliance shall be submitted to the community
6 development department. The application shall include drawings and specifications as may
7 be required to fully advise the community development department with the location, size,
8 materials/appearance, color/manner of illumination, the number of signs applied for, and the
9 consent of the property owner.

10 (1) Upon submission of an application, staff shall have ~~twenty ten (2010)~~ business days to
11 determine whether it is complete, and if not, to provide the applicant with written notice
12 of the deficiencies. Upon resubmission of the application within ninety (90) days of such
13 written notice, staff shall have ~~fifteen five (15)~~ additional business days to determine
14 whether the applicant's revisions are sufficient to complete the application, and if not, to
15 again inform the applicant within the five (5) day period of any remaining deficiencies
16 in writing. This process shall continue until the applicant has submitted a complete
17 application or demands that the application be reviewed as is.

18 (2) If the applicant fails to resubmit within ninety (90) days of the City's written notice of
19 deficiencies, the application shall be considered withdrawn, and any subsequent
20 resubmittal shall be deemed a new application for the purpose of applying the timeframes
21 for review established in this subsection.

22 (3~~2~~) The director shall review ~~all of the~~ information submitted to determine conformity with
23 this article, and any applicable conditions of a related development order, including but
24 not limited to, site plan, site plan modification or variance approval, including the
25 location of the proposed sign. Upon payment of the required fee, the director shall
26 approve or deny the application based on whether it complies with the aforementioned
27 requirements, within twenty (20) business days of determining the application is after
28 receipt of a complete application.

29 (3) The director shall prepare a written notice of decision, describing the applicant's appeal
30 rights, and mail it to the applicant. The applicant may file a written notice of appeal to
31 the city commission within ten (10) business days after the date of receipt of the director's
32 decision. The city commission shall hear and decide the appeal at the next available
33 commission meeting that is at least twenty (20) business days after the date of receiving
34 the written notice of appeal. If the city commission does not grant the appeal, then the
35 appellant may immediately seek relief in the Circuit Court for Broward County, as
36 provided by law.

37 (D~~E~~) *Time limitations for effectiveness of a certificate of compliance.*

38 (1) An application for a certificate of compliance pursuant to this article for any proposed
39 work shall be deemed to have been abandoned six (6) months after the date of filing for
40 the certificate, unless a certificate has been issued before then. One (1) or more
41 extensions of time, for a period not to exceed sixty (60) business days may be allowed

1 by the community development director, upon a written request and demonstration of
2 justifiable cause.

- 3 (2) Every certificate of compliance issued by the city pursuant to this article shall become
4 invalid unless the work authorized by such sign certificate is commenced within six (6)
5 months after its issuance, or if the work authorized by such certificate is suspended or
6 abandoned for a period of six (6) months after the time that the work has commenced. If
7 the work has commenced and the certificate is revoked, becomes null and void or expires
8 because of a lack of progress or abandonment, a new certificate covering the proposed
9 work shall be obtained before proceeding with the work.

10 ~~(EF)~~ *Revocation of certificate.*

- 11 (1) The community development director is authorized and empowered to revoke, in
12 writing, any certificate of compliance issued pursuant to this article, upon failure of the
13 holder of the certificate to comply with the provisions of this article, including
14 compliance with any related development order conditions, or if the certificate was
15 issued on the basis of misstatement of facts or fraud by the applicant.

- 16 (2) The written revocation shall describe the appeal process.

- 17 (3) The director shall send the written revocation by certified mail, return receipt requested,
18 to the sign owner.

- 19 (4) Any person having an interest in the sign or property may appeal the revocation, by filing
20 a written notice of appeal to the city commission, to be submitted in duplicate to the city
21 clerk and community development director within fifteen (15) calendar days after the
22 date of receipt of the director's written revocation.

- 23 (5) The city commission shall hear and decide the appeal at the next available commission
24 meeting that is at least thirty (30) calendar days after the date of receiving the written
25 notice of appeal. If the city commission does not grant the appeal, then the appellant may
26 immediately seek relief in the Circuit Court for Broward County, as provided by law.

27 ~~(FG)~~ *Fees.* Application fees shall be paid as provided by schedule on file in the office of the
28 community development department and as established by the city commission by resolution
29 from time to time.
30

31 **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.~~

Xyz Store

Abc Company

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 exceeded 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.~~

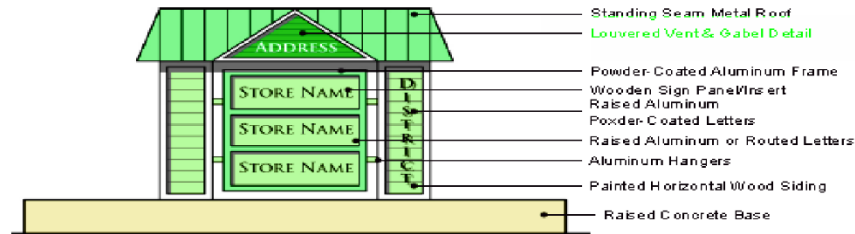
(a) ~~This type of sign shall be located and oriented to facilitate on-site wayfinding, and not for visibility from adjacent streets. The minimum required setback is forty (40) feet from any street line.~~

(b) ~~Letter size shall not exceed four (4) inches.~~

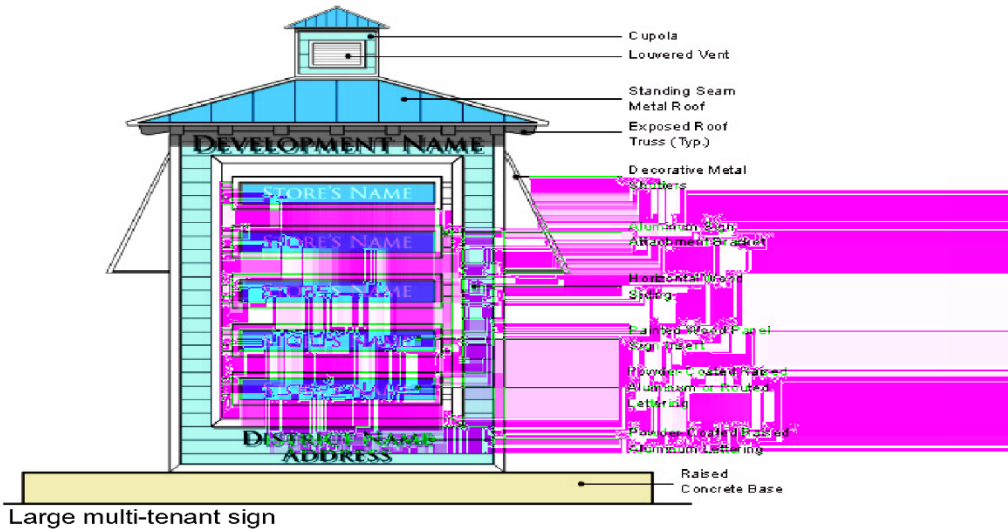
(c) ~~A sign location plan and details of all proposed wayfinding signs, including colors and type fonts that are coordinated with other development signage, must be submitted for city approval.~~



Individual establishment sign



Small multi-tenant sign



Large multi-tenant sign

Figure 505-4

(4) Marquee sign supplemental standards.

(a) Signage is permitted on all sides of the marquee.

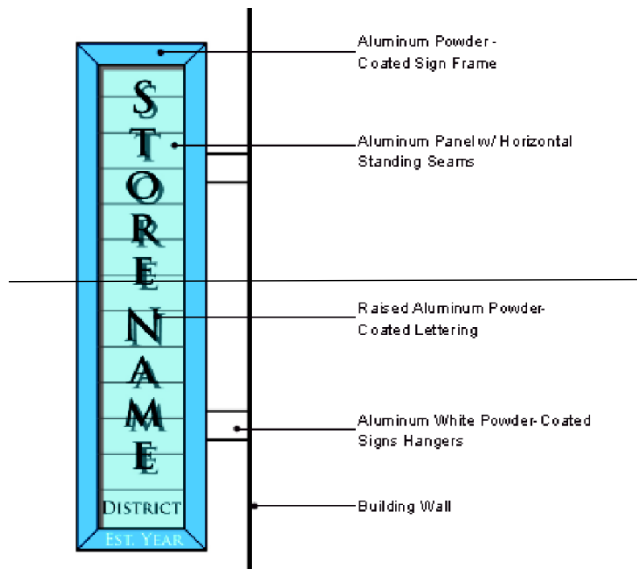


Figure 505-5

- (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.~~

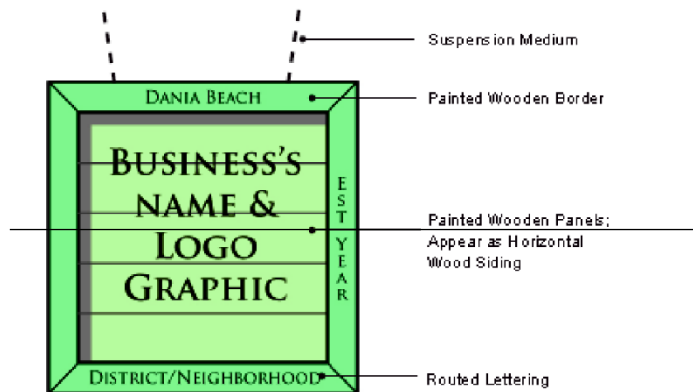
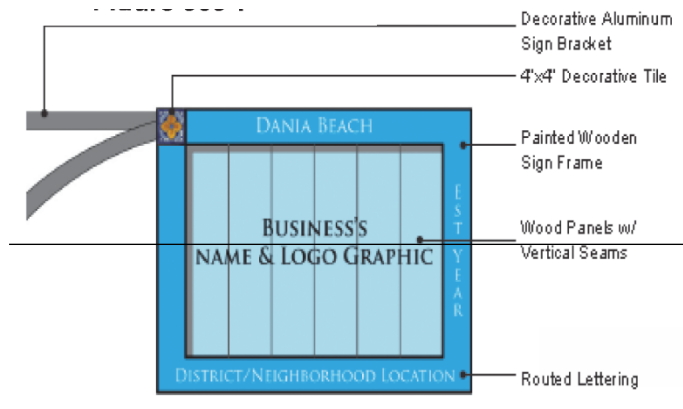


Figure 505-6

(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.~~

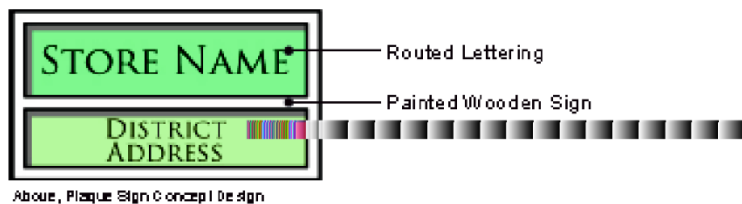
(d) ~~Sign height should not exceed two and one-half (2.5) feet.~~



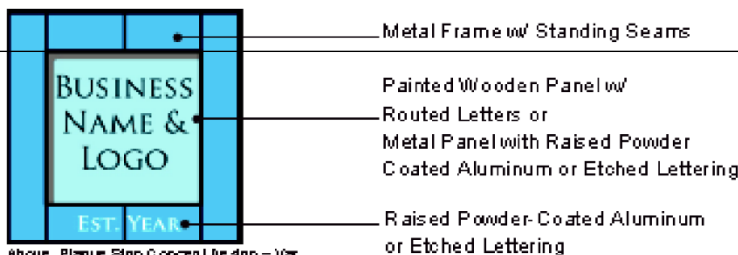
Figure

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 _____

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



May 9, 2024

Glen A. Wiltshire, Acting Port Director
Port Everglades
1850 Eller Drive
Fort Lauderdale, Florida 33316
gwiltshire@broward.org

RE: Letter Of Support For U.S Environmental Protection Agency (EPA) 2024 Clean Ports Program:
Zero-Emission Technology Deployment Competition

Dear Acting Director Wiltshire,

The City of Dania Beach supports Port Everglades grant application to the U.S. Environmental Protection Agency (EPA) 2024 Clean Port Program: Emission Technology Development Competition for Shore Power Infrastructure for marine vessels.

The installation of shore power at Port Everglades is expected to reduce CO₂ emissions by nearly 25%, an impact equivalent to removing 2,470 cars from the road annually. This significant reduction in pollutants like NO_x and SO₂ will markedly improve air quality in Dania Beach and other neighboring cities and the broader Broward County area.

As an adjacent city to Port Everglades, this grant application supports the City's Green Initiatives pertaining to energy efficiency and help mitigate the effects of climate changes and promotes environmental health, improving the air quality in and adjacent to Port Everglades including the City of Dania Beach.

With Florida's ports in constant competition for maritime business not only within the U.S. but globally, it is imperative that the facilities are equipped to manage increasing volumes of cruise traffic sustainably. Implementing shore power at Port Everglades is a crucial step toward achieving this goal and enhancing our competitive edge.

The City of Dania Beach looks forward to shore power providing significant health and environmental benefits and economic gains associated with the ability to attract the newest generation of cruise vessels designed to operate on shore power when at berth.

We look forward to the successful implementation of Port Everglades Shore Power Project and a continued relationship with Port Everglades for sustainable advancements that benefit our community and the environment.

Sincerely,

Archibald J. Ryan IV
Mayor

POLICE & FIRE PENSION BOARD
MEMBERSHIP – 4 Year Terms
Thursday, May 09, 2024

Name/Address Phone Number	Date Appointed	Term	Position
Dean Harley 606 NW 8 Street Dania Beach, FL 33004 513-652-5140 धारलेयह@gmail.com	Re-appointed February 28, 2023	March 2023 through March 2027	9 th Member Selected by Board Secretary
David Nuby, Jr. 401 SW 12 Avenue P.O. Box 1214 Dania Beach, FL 33004 954-275-2579 754-321-2320 Work दavidnuby@aol.com	Re-appointed February 28, 2023	March 2023 through March 2027	Commission Appointment
Rae Lair (fka Sandler) 5650 SW 32nd Terrace Fort Lauderdale, FL 33312 954-743-1177 (Does not have email)	Re-appointed February 28, 2023	March 2023 through March 2027	Commission Appointment
		March 2023 through March 2027	Commission Appointment
Patricia Fuccile 306 SE 6 th Street Dania Beach, FL 33004 954-931-7799 PJFuccile@RRRpaving.com	Re-appointed February 28, 2023	March 2023 through March 2027	Commission Appointment
Richard Sieb 1411 SE 4th Avenue Pompano Beach, FL 33060 754-224-0852 siebftl8@yahoo.com	Re-appointed February 28, 2023	March 2023 through March 2027	Fire Department Employee
Todd Neal, Vice Chairman 500 SW Siesta Way Stuart, FL 34994 772-341-4704 Cell tneal44@gmail.com	Re-appointed February 28, 2023	March 2023 through March 2027	Fire Department Employee

POLICE & FIRE PENSION BOARD
MEMBERSHIP – 4 Year Terms
Thursday, May 09, 2024

Name/Address Phone Number	Date Appointed	Term	Position
Larry Rogers, Chairman 317 SE 5th Street Dania Beach, FL 33304 954-393-9061	Re-appointed February 28, 2023	March 2023 through March 2027	BSO & Dania Beach Employee Retiree
Richard Tarrant 9213 Arborwood Circle Davie, FL 33328 Rich.Tarrant@comcast.com	Re-appointed February 28, 2023	March 2023 through March 2027	Police Department Retiree