



AGENDA
DANIA BEACH CITY COMMISSION
REGULAR MEETING
TUESDAY, MARCH 11, 2025 - 7:00 PM

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

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

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

IN CONSIDERATION OF OTHERS, WE ASK THAT YOU:

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

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

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

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

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

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

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

1. Request for Proclamation Approval:

- National Autism Acceptance Month - April 2025 - *Sponsored by Mayor Davis*
- Mary Alice Fairchild Butler - *Sponsored by Mayor Davis*
- Retroactive Approval - Women in Construction Week - March 2-8, 2025 - *Sponsored by Mayor Davis*

2. Marine Advisory Board Update- Stacy Brown - *Sponsored by Mayor Davis*

3. "I Was Here" Historical Program Presentation - Amanda Deroxtra - *Sponsored by Mayor Davis*

4. PROCLAMATIONS

1. Women's History Month - March 2025 - *Sponsored by Mayor Davis*

5. ADMINISTRATIVE REPORTS

1. City Manager

2. City Attorney

3. City Clerk - Reminders

- March 31, 2025 City Commission Meeting - 7:00 p.m.

- April 8, 2025 - City Commission Meeting - 7:00 p.m.

6. PUBLIC SAFETY REPORTS

7. CITIZENS' COMMENTS

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

8. CONSENT AGENDA

1. Minutes: February 11, 2025 Regular City Commission Meeting

2. Travel Requests: None

3. Request for Use of Discretionary Funds to Sponsor Dania Beach Residents for Spring Camp Program - *Sponsored by Commissioner Lewellen*

4. RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, URGING THE FLORIDA LEGISLATURE TO REJECT SENATE BILL 482, RELATING TO LOCAL GOVERNMENT’S HOME RULE AUTHORITY TO PROVIDE A PUBLIC ART PROGRAM AND TO FUND THE PROGRAM THROUGH DEVELOPMENT APPROVALS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Mayor Davis)*

5. RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF DANIA BEACH AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR GRANT FUNDS IN THE AMOUNT OF TWO HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$275,000.00), TO PROVIDE PARTIAL FUNDING FOR THE REHABILITATION OF LIFT STATION NUMBER 11; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.*(Public Services)*

6. RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF DANIA BEACH AND THE FLORIDA INLAND NAVIGATION DISTRICT FOR GRANT FUNDS IN THE AMOUNT OF FIFTY THOUSAND DOLLARS (\$50,000.00), TO PROVIDE DESIGN SERVICES FOR THE GRIFFIN MARINE BOAT RAMP; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.*(Public Services)*

7. RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING ENVIRONMENTAL, CIVIL ENGINEERING, AND CONSTRUCTION ADMINISTRATION SERVICES FROM CRAVEN THOMPSON AND ASSOCIATES FOR THE GRIFFIN MARINE BOAT RAMP IN THE AMOUNT NOT TO EXCEED NINETY-SEVEN THOUSAND SEVEN HUNDRED AND TEN DOLLARS (\$97,710.00) AND TO EXCEED THE ANNUAL SINGLE VENDOR PURCHASING POLICY OF FIFTY THOUSAND DOLLARS (\$50,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.*(Public Services)*

8. RESOLUTION NO. 2025-_____

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

FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SECOND AMENDMENT TO THE SECOND RENEWAL AGREEMENT FOR EMERGENCY MEDICAL, FIRE PROTECTION, AND FIRE PREVENTION SERVICES WITH THE BROWARD SHERIFF'S OFFICE TO ADD FOUR (4) POSITIONS TO THE STAFFING FOR THE RESCUE 201; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Finance)*

9. RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, ACCEPTING THE TRANSFER OF THE CITY'S COMMUNITY REDEVELOPMENT AGENCY AS A DEPARTMENT OF THE CITY, REPORTING TO THE CITY MANAGER'S OFFICE; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(City Attorney)*

10. RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, CLARIFYING RESOLUTION NO. 2025-006, WHICH AUTHORIZED FUNDING FOR THE INVITATION TO BID ("ITB") NO. 2023-023 "BUILDING DEPARTMENT RENOVATION PROJECT" WITH S3S CONSTRUCTION, INC. FOR AN AMOUNT NOT TO EXCEED SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00) IN ORDER TO CLARIFY THAT THE FUNDS CAN BE USED IN PHASE 1 OR 2; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

9. BIDS AND REQUESTS FOR PROPOSALS: None

10. QUASI-JUDICIAL & PUBLIC HEARING ITEMS

1. RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING, AFTER PUBLIC HEARING, THE REQUEST MADE BY COMMISSIONER LUIS RIMOLI TO NAME THE BANQUET HALL AT IT PARKER COMMUNITY CENTER "THE CHICKIE BRANDIMARTE HALL", LOCATED AT 901 NE 2ND ST., DANIA BEACH, FLORIDA; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Commissioner Luis Rimoli)*

11. FIRST READING ORDINANCES

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

1. ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 28, ENTITLED THE “LAND DEVELOPMENT CODE” (LDC); TO PROVIDE CERTAIN TECHNICAL UPDATES, CLARIFICATIONS, AND LANGUAGE CLEANUP TO THE CODE RELATING TO GREEN BUILDING PROCEDURES, OFF-STREET PARKING, LANDSCAPING REQUIREMENTS IN THE CRA ZONING DISTRICT, PLANNED SMALL LOT MIXED-USE DEVELOPMENT DISTRICT (PMUD-SU); SIGNAGE REGULATIONS, DEFINITIONS AND TERM USAGE WITHIN THE NONCONFORMING USES, STRUCTURES, AND LOTS PROVISIONS OF THE CODE; AND CONCURRENCY REGULATIONS RELATING TO STORMWATER DRAINAGE LEVEL OF SERVICE STANDARDS; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE *(Community Development)*

2. ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, TO AMEND CHAPTER 28, OF THE “LAND DEVELOPMENT CODE”, OF THE CITY’S CODE OF ORDINANCES BY AMENDING ARTICLE 105, ENTITLED “USE REGULATIONS FOR RESIDENTIAL AND OPEN SPACE ZONING DISTRICTS”, AT SECTION 105-160, ENTITLED “ACCESSORY BUILDINGS AND STRUCTURES”, CREATING SECTION 105-260, ENTITLED “ACCESSORY DWELLING UNITS”; AMENDING ARTICLE 725, ENTITLED “DEFINTIONS” AT SECTION 725-30, ENTITLED “TERMS DEFINED”; AMENDING ARTICLE 230, ENTITLED “SPECIAL FLOOR AREA, BUIDLING DIMENSION AND BUILDIN SIZE STANDARDS,” AT SECTION 230-50, ENTITLED “MAXIMUM ALLOWABLE FLOOR AREA FOR ACCESSORY BUILDINGS AND STRUCTURES IN THE E-1, RS-18000, RES-12000, RS-8000, NBHD-RES, RMH, AND RD-8000 DISTRICTS”; AND AMENDING SECTION 230-40, ENTITLED “MINIMUM FLOOR AREAS FOR DWELLINGS AND LODGING UNITS” IN ORDER TO DEFINE “ACCESSORY DWELLING UNITS”, AND TO CREATE REGULATIONS AND DESIGN GUIDELINES FOR ACCESSORY DWELLING UNITS; PROVIDING FOR CONFLICTS; SEVERABILITY; CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

12. SECOND READING ORDINANCES: None

13. DISCUSSION AND POSSIBLE ACTION

1. Clarification of Sponsorship for the Dan Marino Autism Awareness Family Sunday Event - *City Clerk*
2. Advisory Board Qualifications - *City Clerk*
3. Naming of the Southwest Community Center - *Sponsored by Commissioner Lewellen*
4. Discussion on the Nyberg Swanson House - *Sponsored by Commissioner Lewellen*

14. APPOINTMENTS

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

15. COMMISSION COMMENTS

16. ADJOURNMENT



CITY OF DANIA BEACH

OFFICE OF THE CITY MANGER

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

MEMORANDUM

Date: March 11, 2025

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

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

Subject: Manager's Report

As I prepare the Manager's report, I can communicate with you that we are nearing the 800 mark for ticket sales for our Dania After Dark event this Saturday, March 8th. We anticipate a truly amazing experience as the Special Events Team constantly assesses and prepares to augment and enhance the program, activities, vendors, music, etc.

Mullikan Park is ahead of schedule as the construction project has moved forward very quickly. The next couple of weeks we will focus on the details, such as landscaping, clean up, ordering the plaque, etc. We are looking at an April 22nd ribbon cutting at 5:00 p.m. It's the Tuesday of the Commission meeting. Our goal is to maximize the days you are all available.

This past Wednesday, March 5th, I was in communication with Landmark's principal Francisco Rojo regarding City Place. I am very happy to report that Monday, March 3rd, move in commenced. By months end there will be approximately 40 units occupied. We are looking at ribbon cutting April 22nd, at 6:00 p.m., post the park ribbon cutting or Tuesday, May 13th, at 5:00 p.m., prior to the CRA meeting. This partnership with the City for affordable housing in our Downtown core has come full circle from our initial meeting with Francisco back in 2021 and visiting his beautiful properties in Miami with Eleanor and Corinne to working with Frank and Yeimy on the finance/ loan portion and of course the unanimous support of our City Commission.

Our newly promoted CFO has hit the ground running. On Monday, March 3rd, she met with me and by Wednesday the 5th she had set up meetings with all the departments commencing on March 11th. We plan to get a jump start on Fiscal Year 2026 and prepare our proposed budget for your consideration. This year particularly will be very significant as you will work on and adopt your revised Strategic Master Plan that will provide us with new priorities as well as our ongoing commitment associated with Parks, Public Safety, infrastructure and personnel as key examples. We also need to be ready and proactive regarding challenges in funding from the State and the Federal Government.

Candido and I want to ensure the success of all our departments hence we are always evaluating what we can do via strategic assessments and critical moves. To ensure the success of our newly promoted

CFO and to create a better check and balance, effective last month we moved IT out of Finance now reporting to Candido and Procurement as well, now reporting to me.

On Thursday, February 27th, we had our leadership retreat at the beautiful Thallata Estate Park in Palmetto Bay, the Village of Parks. Twenty of our Senior leaders participated in key educational sessions with a focus on Critical Conversations, (required reading) and highlights of Dare to Lead (required reading). The facility was free of charge to us based on our relationship with Parks and Recreation Director Fanny Carmona. We are grateful to her, and all that participated and our HR team for putting it together.

On Tuesday, March 2nd, our Deputy City Manager and I met with Arnaldo Suarez, the GM from The Casino at Dania Beach. He continues to be one of the very best partners our City has. As he has done in the past, he immediately agreed to provide us with additional parking at no cost to assist us in mitigating parking challenges at the beach. In this initial phase employees of Lucky Fish will have designated parking areas, and a shuttle or carpool will transport them to the beach. We will discuss this as well with the Quarterdeck. With the FAU 100 spaces /valet and the additional from the Casino this will be an additional 150 parking spaces. Additionally, there will be 100 more spaces we are exploring on the actual Beach Campus for a total of 250 new parking spaces.

We are finalizing phase 1 of our future Veterans Park. We have created an accessible walking path with new LED light posts, added 20 pallets of sod and have enhanced and improved our connectivity. As more residents make our downtown core their home our City Hall campus can serve as a place to safely exercise, walk their dogs or simply enjoy the outdoors and a beautiful setting. Candido and I will be working together to bring forth some renderings for your consideration as we celebrate Parks and Recreation month this July.

Special Magistrate Agenda

Case #	Status	Hearing Type	Property Address	Cited Party	Default Inspector
2024-00000228	Active	H-ABATEMENT - Abatement Hearing	213-215 SW 11 ST	RUGGERI SAMARRA, MARTIN A	Alberto Chavarria
2024-00000264	Active	H-ABATEMENT - Abatement Hearing	217 SW 3 TER	JUANA ROSA LLERENA	Alberto Chavarria
2024-00000567	Active	H-CONFIRMATION - Confirmation Hearing	307 W DIXIE HWY	307 W DIXIE LLC	Alberto Chavarria
2024-00000568	Active	H-CONFIRMATION - Confirmation Hearing	307 W DIXIE HWY	307 W DIXIE LLC	Alberto Chavarria
2024-00000743	Active	H-EXTENSION - Extension Hearing	380 S FEDERAL HWY	380 DANIA PLAZA LLC	Alberto Chavarria
2024-00001079	Active	H-EXTENSION - Extension Hearing	329 SW 15 ST	ZANTHIA HOLLIS	Alberto Chavarria
2024-00001623	Active	H-EXTENSION - Extension Hearing	20 SW 15 ST	BARIOS LLC	Alberto Chavarria
2024-00001870	Active	H-FIRST HEARING - First Hearing	1401 SW 3 AVE	CAMBRIDGE VENTURES LLC	Alberto Chavarria
2024-00001890	Active	H-FIRST HEARING - First Hearing	1200 S FEDERAL HWY	1200 S FEDERAL HWY LLC	Alberto Chavarria
2024-00001952	Active	H-FIRST HEARING - First Hearing	731 SW 5 ST	LOUISE HENDERSON	Alberto Chavarria
2025-00000010	Active	H-FIRST HEARING - First Hearing	1150 S FEDERAL HWY	PALI LLC	Alberto Chavarria
2025-00000012	Active	H-FIRST HEARING - First Hearing	220 SW 5 ST	REINOSO ROSA INDHIRA	Alberto Chavarria

Special Magistrate Agenda

2025-00000052	Active	H-FIRST HEARING - First Hearing	258 SW 1 CT	DENIS ALBERT	Alberto Chavarria
2025-00000104	Active	H-FIRST HEARING - First Hearing	23 NW 14 CT	DAVIS RANZEL LEE III	Alberto Chavarria
2024-00000204	Active	H-EXTENSION - Extension Hearing	601 NW 3 TER	ANGIE YUK NGAN WONG	Anson Westberry
2024-00000252	Active	H-ABATEMENT - Abatement Hearing	238 NW 7 AVE	TURNKEY ASSETS LLC	Anson Westberry
2024-00000432	Active	H-ABATEMENT - Abatement Hearing	26 SW 5 AVE	COLLINS, DWIGHT A H/E & NUNLEY, HARRISON C ETAL	Anson Westberry
2024-00001453	Active	H-ABATEMENT - Abatement Hearing	804 NW 8 ST	JAMES BRADLEY	Anson Westberry
2024-00001575	Active	H-EXTENSION - Extension Hearing	800 OLD GRIFFIN RD	800 OLD GRIFFIN LLC	Anson Westberry
2024-00001762	Active	H-FIRST HEARING - First Hearing	108 SE 2 AVE	YVONNE COLEY-LEWIS	Anson Westberry
2024-00001841	Active	H-RECURRING - Recurring Hearing	414 SE 5 ST	MORALES, EUGENIA GARAY, RANDOLPH	Anson Westberry
2024-00001875	Active	H-RECURRING - Recurring Hearing	804 NW 8 ST	BRADLEY, JAMES	Anson Westberry
2024-00001947	Active	H-FIRST HEARING - First Hearing	105 SW 5 CT	105 SW HOLDINGS LLC	Anson Westberry
2025-00000110	Active	H-REPEAT HEARING - Repeat Hearing	414 SE 5 ST	MORALES, EUGENIA GARAY, RANDOLPH	Anson Westberry
2025-00000133	Active	H-FIRST HEARING - First Hearing	945 S FEDERAL HWY	EZRA GROUP LLC	Anson Westberry
2025-00000245	Active	H-REPEAT HEARING - Repeat Hearing	402 SE 5 ST	VITALY STESIK / 402 SE 5 ST LLC	George Thompson

Special Magistrate Agenda

2024-00001824	Active	H-FIRST HEARING - First Hearing	228 NW 13 CT	POMPEE UPPAL	Luciano Nibbs
2024-00001839	Active	H-FIRST HEARING - First Hearing	209 NW 7 AVE	MONICA B REYES	Luciano Nibbs
2024-00001861	Active	H-FIRST HEARING - First Hearing	113 SW 5 CT	LIVE CHEAP LLC	Luciano Nibbs
2024-00001901	Active	H-FIRST HEARING - First Hearing	1301 NW 2 ST	FKH SFR PROPCO B-HLD LP % FIRST KEY HOMES LLC	Luciano Nibbs
2022-00001416	Active	H-ABATEMENT - Abatement Hearing	3472 SW 44 ST	HADAD, YARIN AMIR, YARIN	Michelle Shahryar
2022-00001469	Active	H-ABATEMENT - Abatement Hearing	610 SW 2 AVE	BAILEY, DWAYNE	Michelle Shahryar
2023-00000570	Active	H-ABATEMENT - Abatement Hearing	213-215 SW 11 ST	RUGGERI SAMARRA, MARTIN A	Michelle Shahryar
2023-00000845	Active	H-ABATEMENT - Abatement Hearing	212 SW 11 ST	JULIANNA HOLDINGS LLC	Michelle Shahryar
2024-00001046	Active	H-EXTENSION - Extension Hearing	3463 GRIFFIN RD C LOT	GRIFFIN HARBOUR LLC	Michelle Shahryar
2024-00001718	Active	H-FIRST HEARING - First Hearing	4690 SW 25 AVE	MAYER TYLER EDWARD & VICTORIA B	Michelle Shahryar
2024-00001823	Active	H-FIRST HEARING - First Hearing	4696 SW 32 AVE	JINDRICH, BRAD	Michelle Shahryar
2024-00001826	Active	H-FIRST HEARING - First Hearing	2851 RAVENSWOOD RD	2851 RAVENSWOOD ROAD LLC	Michelle Shahryar
2024-00001843	Active	H-FIRST HEARING - First Hearing	2229 GRIFFIN RD	DEER PROPERTIES LLC	Michelle Shahryar

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2024-00001845	Active	H-FIRST HEARING - First Hearing	2231 GRIFFIN RD	DEER PROPERTIES LLC	Michelle Shahryar
2024-00001846	Active	H-FIRST HEARING - First Hearing	4555 SW 32 AVE	RJK IHC LLC	Michelle Shahryar
2024-00001852	Active	H-FIRST HEARING - First Hearing	4111 RAVENSWOOD RD	POINTER FAM REV LIV TR POINTER DEAN A TRS	Michelle Shahryar
2024-00001876	Active	H-FIRST HEARING - First Hearing	4716 SW 33 AVE	BARAKEH LLC	Michelle Shahryar
2024-00001877	Active	H-FIRST HEARING - First Hearing	4617 SW 24 AVE	4617 SW 24 AVE LLC	Michelle Shahryar
2024-00001921	Active	H-FIRST HEARING - First Hearing	3581 SW 26 TER	HYDRASOURCE CORP	Michelle Shahryar
2024-00001954	Active	H-FIRST HEARING - First Hearing	3463 GRIFFIN RD C LOT	GRIFFIN HARBOR LLC	Michelle Shahryar
2021-00000622	Active	H-ABATEMENT - Abatement Hearing	104 NE 2 ST	GAO, YUNQING	Ricky Ali
2023-00001012	Active	H-ABATEMENT - Abatement Hearing	2809 SW 46 ST	URSELLA, HUGO DIEGO	Ricky Ali
2023-00001079	Active	H-EXTENSION - Extension Hearing	4521 SW 42 AVE	ROBERTO BOUZO	Ricky Ali
2024-00001646	Active	H-FIRST HEARING - First Hearing	2708 SW 47 ST	DROUSKIN, IDAN	Ricky Ali
2024-00001825	Active	H-FIRST HEARING - First Hearing	4764 SW 35 AVE	MICHAEL J SAMS	Ricky Ali
2024-00001827	Active	H-FIRST HEARING - First Hearing	5431 SW 44 AVE	CREATIVE BY ME LLC	Ricky Ali
2024-00001865	Active	H-FIRST HEARING - First Hearing	4472 SW 50 ST	ZE MANAGEMENT LLC	Ricky Ali

Special Magistrate Agenda

2024-00001880	Active	H-FIRST HEARING - First Hearing	4248 SW 51 ST	IRINAKA MASAHIRO	Ricky Ali
2024-00001894	Active	H-FIRST HEARING - First Hearing	4872 SW 44 TER	E & D DANIA LIMITED LLC	Ricky Ali
2024-00001948	Active	H-FIRST HEARING - First Hearing	4285 SW 48 CT	HEN, NAVA YONA; HEN, YONATHAN	Ricky Ali
2024-00001957	Active	H-FIRST HEARING - First Hearing	4200 SW 54 CT	DANIA OAKS 54 PO LP	Ricky Ali
2025-00000045	Active	H-FIRST HEARING - First Hearing	4337 SW 49 ST	SULEMA, DAVID ASSAF, YOSSEI	Ricky Ali
2025-00000105	Active	H-FIRST HEARING - First Hearing	5385 SW 40 AVE 103	HAFIZOV, ASHER	Ricky Ali
2025-00000136	Active	H-RECURRING - Recurring Hearing	4406 SW 37 AVE	SAGIV, KELLEY	Ricky Ali
2025-00000200	Active	H-FIRST HEARING - First Hearing	141 SE 3 AVE BLDG E	MEADOWBROOK LAKES VIEW CONDO	Ricky Ali
2023-00000410	Active	H-EXTENSION - Extension Hearing	2460 W STATE ROAD 84	FORT LAUDERDALE HOSPITALITY INC	Windy Damis
2023-00001470	Active	H-ABATEMENT - Abatement Hearing	5520 SW 25 WAY	NORMAND DUMAINE	Windy Damis
2023-00001557	Active	H-EXTENSION - Extension Hearing	5301 SW 29 WAY	KLEIN, LAURA	Windy Damis
2024-00000341	Active	H-ABATEMENT - Abatement Hearing	2240 SW 51 CT	RAVENSWOOD GARDENS ENTERPRISES LLC	Windy Damis
2024-00000514	Active	H-EXTENSION - Extension Hearing	4951 SW 28 TER	WEINSTEIN, RONALD MITCHELL	Windy Damis
2024-00001001	Active	H-EXTENSION - Extension Hearing	2950 GRIFFIN RD	2950 GRIFFIN ROAD LLC C/O: ANGELA SULEYMANOVA	Windy Damis

Special Magistrate Agenda

2024-00001515	Active	H-EXTENSION - Extension Hearing	5180 SW 28 AVE	BRANCH OF FLORIDA LLC	Windy Damis
2024-00001605	Active	H-FIRST HEARING - First Hearing	2465 STIRLING RD	DABBY PROPERTIES; DABBY, KAREN % AUERBACH ASSOC INC	Windy Damis
2024-00001745	Active	H-FIRST HEARING - First Hearing	4960 SW 29 WAY	MOLINO WILLIAM J	Windy Damis
2024-00001752	Active	H-FIRST HEARING - First Hearing	2430 SW 58 MNR	RHONDA WILLIAMS & LLOYD LEWIS	Windy Damis
2024-00001806	Active	H-FIRST HEARING - First Hearing	5517 SW 24 AVE	5517 LAKE LLC	Windy Damis
2024-00001810	Active	H-FIRST HEARING - First Hearing	2440 SW 58 MNR	2240 SW 58TH LLC	Windy Damis
2024-00001859	Active	H-FIRST HEARING - First Hearing	5189 SW 28 AVE	LARRY DEAN FALCH	Windy Damis
2025-00000035	Active	H-FIRST HEARING - First Hearing	4950 SW 28 TER	4950 DANIA LLC	Windy Damis
2025-00000144	Active	H-FIRST HEARING - First Hearing	4847 SW 28 TER	4847 HAGE PROPERTY LLC	Windy Damis
2025-00000197	Active	H-FIRST HEARING - First Hearing	4921 SW 29 WAY	RYLES, DEBBIE L	Windy Damis



MINUTES OF REGULAR MEETING
DANIA BEACH CITY COMMISSION
TUESDAY, FEBRUARY 11, 2025 - 7:00 P.M.

1. CALL TO ORDER/ROLL CALL

Mayor Davis called the meeting to order at 7:27 p.m.

Present:

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

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

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

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

3. PRESENTATIONS AND SPECIAL EVENT APPROVALS

- 3.1 Request for Proclamation Approval:
- Mr. George Hadley Day - Sponsored by Mayor Davis

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

4. PROCLAMATIONS

- 4.1 National GovComms Day, February 21, 2025 - *Marketing and Communications*

Mayor Davis read the proclamation into the record and presented the proclamation to Marketing and Communications Division Director Nannette Rodriguez and Public Information Officer Sussette Rodriguez.

4.2 Black History Month - February 2025 - *Sponsored by Mayor Davis*

Mayor Davis read the proclamation into the record and presented the proclamation to Linda Udell Zakheim, Mary Mulligan and Jerry Hadley.

Mary Mulligan read a tribute recognizing George Hadley for his dedication and exceptional service to Jaxson's Ice Cream Parlor and the community.

Bobbi Grace addressed the Commission and asked the alumni from Attucks High School and Gracefully Aging to take a photograph with the Commission.

5. ADMINISTRATIVE REPORTS

5.1 City Manager

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

- South beach area parking lot milling and resurfacing project
- Employee Wellness Fair
- "Mayor on the Move" program to engage residents and increase communication
- Trip to Tallahassee
- The Strategic Master Plan of 2025
- Progress of construction at C.W. Thomas Park
- Mullikin Park construction project
- Ribbon Cutting Ceremony for Nyberg Swanson House on February 25, 2025
- Dania After Dark Dinner at the Hall

Commissioner Rimoli asked for an update on the parking for Lucky Fish and City Manager Garcia responded that the city previously worked out a deal with FAU for 100 parking spaces and they are now working on obtaining additional spaces to allow for valet parking.

5.2 City Attorney

City Attorney Boutsis commented on the addendum to the agenda item 8.6 and the recent hire of an assistant attorney who will be starting soon.

5.3 City Clerk - Reminders

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

- February 25, 2025 City Commission Meeting - 7:00 p.m.
- March 11, 2025 CRA Board Meeting - 5:30 p.m.
- March 11, 2025 City Commission Meeting - 7:00 p.m.

6. PUBLIC SAFETY REPORTS

Captain Tarala reported on recent criminal activity in the city to include vehicle burglaries at Dania Pointe, recent arrests and traffic enforcement for construction trucks. He advised Mayor Davis that a new sergeant cellphone will be arriving tomorrow for the use of the Commission only. He spoke about the Spring Break Operational Plan for Spring Break and introduced Lieutenant Parish who will be filling the patrol lieutenant spot on alpha shift.

City Manager Garcia asked Captain Tarala to provide an update on the proactive initiative put into place for Dania After Dark. Captain Tarala responded that BSO was able to put up special metal barricades to stop vehicles from coming down the streets. They are in the process of requesting them again for future events.

Fire Chief Pellecer spoke about CAAS Accreditation and Life Safety Education. The department will be looking to reintroduce the bike rodeo. He reported that they have participated in safety presentations and evacuation drills. They are working with private schools and daycares to start age-appropriate fire safety training to build early awareness. They are working with Nautical Ventures and other local businesses for business education providing hands-on training on fire extinguisher use, evacuation procedures and emergency preparedness. In addition, multiple Dania Beach residents have come by the station to learn about car seat installation. He thanked City Manager Garcia for a great meeting about reinforcing and staffing their team and for always having his back and supporting fire rescue.

7. CITIZENS' COMMENTS

The following spoke under citizens' comments:

- Debora McDonough - 42 SE 6th Street

8. CONSENT AGENDA

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

- 8.1 Minutes: January 28, 2025 City Commission Meeting

Approved under consent agenda.

- 8.2 Travel Requests:

- City Manager Ana M. Garcia - Request to Attend Legislative Meetings in Tallahassee, Florida February 18-20, 2025

- 8.3 RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING A LICENSE AGREEMENT WITH RITA CROCKETT BEACH SPORTS ACADEMY (RCBSA) FOR A QUALIFIED PROJECT FOR "THE PIT", A BEACH

SPORTS FACILITY AT FROST PARK; AFTER COMPLIANCE WITH THE REQUIREMENTS OF FLORIDA STATUTES SECTION 255.065, FOR AN UNSOLICITED PROPOSAL; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Parks and Recreation)*

Approved under consent agenda.

8.4 RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO WAIVE COMPETITIVE BIDDING AND TO EXECUTE AN AGREEMENT TO UTILIZE THE SOLE SOURCE PURCHASE OF TWO LIME SLURRY PUMPS/ACCESSORIES FROM LOC PUMP INC AS WELL AS TO EXCEED THE CITY PURCHASING THRESHOLD OF FIFTY THOUSAND DOLLARS (\$50,000.00); AUTHORIZING SUCH PURCHASES TO BE MADE WITHIN THE RESPECTIVE DEPARTMENTS' APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

Approved under consent agenda.

8.5 RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT UNDER THE CITY OF DEERFIELD BEACH CONTRACT ITB NO. 2018-19/22, THROUGH THE SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE PURCHASING GROUP, FOR SULFURIC ACID WITH THE SULPHURIC ACID TRADING COMPANY, INC. VALID THROUGH MAY 31, 2025, AND TO EXCEED THE ANNUAL VENDOR TOTAL AMOUNT OF FIFTY THOUSAND DOLLARS (\$50,000.00); AUTHORIZING SUCH PURCHASES TO BE MADE WITHIN THE RESPECTIVE DEPARTMENTS' APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

Approved under consent agenda.

8.6 RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING RESOLUTION NO. 2018-031, AND 2018-043, RELATING TO THE CITY'S BRAND DESIGN AND LOGO, TO CLARIFY WHEN THE LOGO CAN BE USED; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(City Attorney)*

Approved under consent agenda.

8.7 Approval for Use of City Logo:

- Business View Magazine

Approved under consent agenda.

9. BIDS AND REQUESTS FOR PROPOSALS

9.1 RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, AUTHORIZING THE AWARD OF INVITATION TO BID NO. 24-020 “DANIA BEACH CITY HALL WINDOW AND DOOR REPLACEMENT” TO VPR CONSTRUCTION, INC. IN AN AMOUNT NOT TO EXCEED THREE HUNDRED AND SEVENTY-EIGHT THOUSAND NINE HUNDRED AND NINETY-FIVE DOLLARS AND NINE CENTS (\$378,995.09) PLUS A TEN PERCENT (10%) CONTINGENCY FOR UNFORSEEN CIRCUMSTANCES; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

City Attorney Boutsis read the title into the record.

City Manager Garcia introduced the item.

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

10. QUASI-JUDICIAL HEARINGS

None.

11. FIRST READING ORDINANCES

11.1 ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, TO AMEND CHAPTER 16, ENTITLED “VACATION RENTALS”, OF THE CITY’S CODE OF ORDINANCES BY AMENDING SECTION 16-2 TO CLARIFY ADVERTISING PROHIBITIONS FOR VACATION RENTALS, DEFINING VACATION RENTAL OCCUPANCY AND SPECIFICALLY REFERENCING THE CITY’S NOISE ORDINANCE; PROVIDING FOR CONFLICTS; CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE. *(City Attorney/Community Development)*

City Attorney Boutsis read the title into the record and introduced the item.

Commissioner Lewellen asked how this was going to be enforced and City Attorney Boutsis responded that the issue with the advertising came up from a resident who had a vacation rental, so it is clarifying the code, the noise issue will be easy to follow up as the city has a process to follow. As to the occupancy issue, this will clarify the code so that Code Compliance does not have to be in the middle of the argument. It will come down to if there is a noise ordinance

violation and the police go out and see more than 10 people sleeping or if there is an admission of over 10 people sleeping overnight but no one is going to go in to inspect.

Commissioner Ryan asked about working with the rental companies to not allow bookings for less than five days when entering the cities zip code. City Attorney Boutsis responded that she can attempt to reach out to the companies to see if that is a possibility.

Vice Mayor Salvino said there should be a process to follow up to ensure that the rentals are licensed, and they are following the code. City Attorney Boutsis responded that Code Compliance does monitor the rentals.

Director of Community Development, Eleanor Norena explained the city does utilize a vacation rental tracking service that monitors multiple sites to see if they are advertising for less than five days. If they see that they are, the property will be cited, and the property owner will receive a notice of violation to attend the special magistrate hearing.

Commissioner Rimoli inquired regarding the progression of fines and if there is a time that their license can be revoked. Director of Community Development, Eleanor Norena responded that there is a process in the code and after 3 or more violations, the revocation process can begin.

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

11.2 ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, TO AMEND CHAPTER 27, ENTITLED “WATER AND SEWER”, OF THE CITY’S CODE OF ORDINANCES BY AMENDING ARTICLE II, “WATER USE AND WATER SHORTAGE REGULATIONS” TO AMEND THE TITLE TO “WATER USE/LANDSCAPE IRRIGATION AND WATER SHORTAGE REGULATIONS; CREATING A SUBPART A FOR WATER SHORTAGE REGULATIONS; AND A SUBPART B FOR WATER USE AND LANDSCAPE IRRIGATION REGULATIONS; AND AMENDING SECTION 27-43, ENTITLED "PERMANENT RESTRICTIONS FOR LAWN AND LANDSCAPING IRRIGATION," TO MODIFY THE HOURS OF USE OF SPRINKLERS AND IRRIGATION TO 12:00 A.M. TO 6:00 A.M., AND 6:00 P.M. TO 11:59 P.M., TWICE A WEEK; PROVIDING FOR CONFLICTS; CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE. *(Commissioner Rimoli/City Attorney)*

City Attorney Boutsis read the title into the record and introduced the item.

Commissioner Rimoli introduced the item and commented that a student from the University of Florida brought this to his attention and has advocated for this in other cities.

Vice Mayor Salvino said that the city keeps cutting back on certain things and the City is regulating the residents’ rights. He thinks it is a waste of time and something the city should not be putting out there.

Mayor Davis commented that when the city does start regulating the hours of water use, it does turn to be government overreach with certain items and the city is starting to act like an HOA. She does not want the city to be policing people's water and giving tickets.

City Attorney Boutsis clarified that the city already regulates, this is just changing the hours from 9:00 a.m. to 9:00 p.m. to 6:00 a.m. to 6:00 p.m.

Commissioner Rimoli made a motion to approve the item. Commissioner Lewellen seconded the motion which carried 4-1 on voice vote with Mayor Davis voting no.

12. SECOND READING ORDINANCES

12.1 ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 22, ENTITLED "STREETS AND SIDEWALKS" OF THE CITY'S CODE OF ORDINANCES; TO PROVIDE LANGUAGE CLEANUP TO ALLOW FOR THE CODESIGNATION OF ALL STREETS; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

City Attorney Boutsis read the title into the record.

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

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

13. DISCUSSION AND POSSIBLE ACTION

None.

14. APPOINTMENTS

14.1 Advisory Board Appointments - City Clerk

Green Advisory Board:

- 1 appointment - Mayor Davis appointed Rene Buck
- 1 appointment - Vice Mayor Salvino appointed Gretchen "Brandy" Oliver

Planning and Zoning Board:

- 1 alternate seat – The Commission appointed Gretchen "Brandy" Oliver

There was Commission consensus for all appointments.

15. COMMISSION COMMENTS

15.1 Commissioner Lewellen

Commissioner Lewellen commented on the weathervane that she saw in the City of Hollywood that is identical to the one we have and expressed her disappointment. She suggests there being a clause in future agreements. City Attorney Boutsis commented that we can amend our contracts going forward to include a distance requirement.

15.2 Commissioner Rimoli

Commissioner Rimoli echoed the comments of Commissioner Lewellen regarding the weathervane. He commended the Parks and Recreation team for the wonderful event they put on for Dania After Dark and commented that it was cool to see a lot of people present from other cities in Broward.

15.3 Commissioner Ryan

Commissioner Ryan said it is great to see everyone out and about in the community and let's keep moving forward, working together and getting things done. He wished everyone a nice long weekend for President's Day.

15.4 Vice-Mayor Salvino

Vice Mayor Salvino commented that there was some controversy on some items tonight, but everyone is smiling, and it is important to know that the Commission is working together. He said it feels good being on the dais with all of them and said thank you.

Mayor Davis responded that that is part of a good team. They all want what is best for the city.

15.5 Mayor Davis

Mayor Davis praised the Human Resources Department for a phenomenal job on the Health and Wellness Fair. She commented that she attended a ribbon cutting ceremony for the Blue Pearl Wellness Center and explained the services they offer. She thanked the City Manager for improving communications with the Mayor on the Move initiative and commended the Parks and Recreation team on the Dania After Dark Dinner at the Hall event and said she looks forward to working with the team on many different efforts.

Mayor Davis spoke about a funding request for the Dan Marino Autism Awareness Family Sunday event and explained the different funding levels available. She inquired if the Commission wanted to help sponsor the April 6th event. She is requesting to sponsor at the \$2,500.00 level. City Manager Garcia said she would like to donate \$1,000.00 from her contingency. The Commission agreed to donate \$2,500.00 from the commission contingency and \$500.00 each from the contingency accounts of Vice Mayor Salvino, Commissioner Lewellen and Commissioner Ryan for a total of \$5000.00.

16. ADJOURNMENT

Mayor Davis adjourned the meeting at 8:55 p.m.

ATTEST:

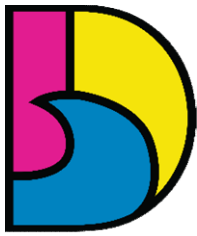
CITY OF DANIA BEACH

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

Approved:

DRAFT



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

**City of Dania Beach
City Commission Discretionary Funds
Use Request Form**

Recipient: City of Dania Beach Request Date: 2/19/25 Agenda Date: 3/11/25

Request Sponsor: Commissioner Lori Lewellen Request Amount: \$1,500.00

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

Request to use discretionary funds to sponsor Dania Beach residents for the spring camp program.

Description of how the funds will be used/deliverables:

PJ Meli Spring Camp: \$500.00 to sponsor 5 Dania Beach residents.
CW Thomas Spring Camp: \$1,000.00 to sponsor 10 Dania Beach residents.

Submitted by: Christine Lottier Date of submission: 2/19/25

Reviewed by:
**Yeimy
Guzman**

Finance

Digitally signed by Yeimy
Guzman
Date: 2025.02.19
16:53:32 -05'00'

Eve A. Boutsis

Legal

Digitally signed by Eve A. Boutsis
Date: 2025.02.20 09:41:30 -05'00'

**Candido
Sosa-Cruz**

City Manager

Digitally signed by
Candido Sosa-Cruz
Date: 2025.02.26
17:04:11 -05'00'

PLEASE ATTACH ALL DOCUMENTATION NECESSARY TO SUPPORT THE REQUEST

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, URGING THE FLORIDA LEGISLATURE TO REJECT SENATE BILL 482, RELATING TO LOCAL GOVERNMENT’S HOME RULE AUTHORITY TO PROVIDE A PUBLIC ART PROGRAM AND TO FUND THE PROGRAM THROUGH DEVELOPMENT APPROVALS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, State Senator DiCeglie introduced Senate Bill 482, relating to local governments, prohibiting an applicant from funding a municipal or county public art program through development permits or orders; and

WHEREAS, the bill provides that municipality may not as a condition of processing or issuing a development permit or development order require an applicant to install a work of art, pay a fee for a work of art, or reimburse the municipality for any costs that the municipality may incur related to a work of art; and

WHEREAS, this bill would destroy the City of Dania Beach’s public art program; and

WHEREAS, the bill has been referred to the Community Affairs, Finance and Tax, and Rules Committees, and there is currently no staff analysis of the bill; and

WHEREAS, if enacted it would become effective July 1, 2025; and

WHEREAS, the City of Dania Beach (“City”) **does not support** Senate Bil 482.

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 urges the Florida Legislature to reject (VOTE NO) on Senate Bill 482.

Section 3. That the City Clerk is requested to send a copy of this Resolution to the Florida Legislature, the Office of Governor Ron DeSantis, the Broward League of Cities, the Florida League of Cities, to the other Cities of Broward County, the Broward County Board of County Commissioners and any other interested parties.

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

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

PASSED AND ADOPTED on _____, 2025.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Lori Lewellen _____

Commissioner Luis Rimoli _____

Commissioner Archibald J. Ryan IV _____

Vice Mayor Marco Salvino _____

Mayor Joyce L. Davis _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

By Senator DiCeglie

18-01476-25

2025482__

A bill to be entitled
An act relating to local government; amending s.
125.022, F.S.; prohibiting a county from requiring an
applicant to take certain actions as a condition of
processing a development permit or development order;
amending s. 163.31801, F.S.; defining the term
"extraordinary circumstances"; requiring that a
demonstrated-need study include certain information;
amending s. 166.033, F.S.; prohibiting a municipality
from requiring an applicant to take certain actions as
a condition of processing a development permit or
development order; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Subsection (8) is added to section 125.022,
Florida Statutes, to read:

125.022 Development permits and orders.—

(8) A county may not as a condition of processing or
issuing a development permit or development order require an
applicant to install a work of art, pay a fee for a work of art,
or reimburse the county for any costs that the county may incur
related to a work of art.

Section 2. Present paragraphs (a) and (b) of subsection (3)
of section 163.31801, Florida Statutes, are redesignated as
paragraphs (b) and (c), respectively, a new paragraph (a) is
added to that subsection, and paragraph (g) of subsection (6) of
that section is amended, to read:

163.31801 Impact fees; short title; intent; minimum

18-01476-25

2025482__

requirements; audits; challenges.—

(3) For purposes of this section, the term:

(a) "Extraordinary circumstances" means:

1. For a county, that the permanent population estimate determined for the county by the University of Florida Bureau of Economic and Business Research is at least 1.25 times the 5-year high-series population projection for the county as published by the University of Florida Bureau of Economic and Business Research immediately before the year of the population estimate;
or

2. For a municipality, that the municipality is located within a county with such a permanent population estimate and the municipality demonstrates that it has maintained a proportionate share of the county's population growth during the preceding 5-year period.

(6) A local government, school district, or special district may increase an impact fee only as provided in this subsection.

(g) A local government, school district, or special district may increase an impact fee rate beyond the phase-in limitations established under paragraph (b), paragraph (c), paragraph (d), or paragraph (e) by establishing the need for such increase in full compliance with the requirements of subsection (4), provided the following criteria are met:

1. A demonstrated-need study justifying any increase in excess of those authorized in paragraph (b), paragraph (c), paragraph (d), or paragraph (e) has been completed within the 12 months before the adoption of the impact fee increase and expressly demonstrates the extraordinary circumstances

18-01476-25

2025482__

necessitating the need to exceed the phase-in limitations. The demonstrated-need study must identify the specific projects that will benefit, and how such projects will benefit, from exceeding the phase-in limitations.

2. The local government jurisdiction has held not less than two publicly noticed workshops dedicated to the extraordinary circumstances necessitating the need to exceed the phase-in limitations set forth in paragraph (b), paragraph (c), paragraph (d), or paragraph (e).

3. The impact fee increase ordinance is approved by at least a two-thirds vote of the governing body.

Section 3. Subsection (8) is added to section 166.033, Florida Statutes, to read:

166.033 Development permits and orders.—

(8) A municipality may not as a condition of processing or issuing a development permit or development order require an applicant to install a work of art, pay a fee for a work of art, or reimburse the municipality for any costs that the municipality may incur related to a work of art.

Section 4. This act shall take effect July 1, 2025.



City of Dania Beach Public Services Memorandum

DATE: 3/11/2025

TO: Mayor and Commissioners

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

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

SUBJECT: APPROVAL OF A GRANT FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION IN THE AMOUNT OF TWO HUNDRED SEVENTY-FIVE THOUSAND DOLLARS FOR THE REHABILITATION OF LIFT STATION NUMBER 11

Request:

The Public Services Department (PSD) requests approval of a grant from the Florida Department of Environmental Protection (FDEP) in the amount of Two Hundred Seventy-Five Thousand (\$275,000) dollars for the rehabilitation of Lift Station (LS) No.11.

Background:

PSD completed the design and permitting for nine lift stations including Lift Station No. 11. The Department also applied for grant funding from FDEP for the rehabilitation of LS No.11 and was awarded grant 25RCP02 in the amount of \$275,000. The estimated cost of the station's rehabilitation work is roughly \$3,000,000.

Budgetary Impact

The actual cost of the rehabilitation of LS No.11 will exceed the \$275,000 grant and additional funds required will be provided from GL 402-35-31-535-63-10.

Recommendation

PSD recommends approval of the acceptance of FDEP grant No. 25RCP2 in the amount of \$275,000.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF DANIA BEACH AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR GRANT FUNDS IN THE AMOUNT OF TWO HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$275,000.00), TO PROVIDE PARTIAL FUNDING FOR THE REHABILITATION OF LIFT STATION NUMBER 11; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Public Services Department's (PSD) engineering consultant completed the design and permitting to rebuild nine sanitary sewer lift stations (LS); and

WHEREAS, the PSD applied for Florida Department of Environmental Protection (FDEP) grant funds to rebuild LS No. 11; and

WHEREAS, FDEP awarded the City of Dania Beach grant 25RCP02 in the amount of Two Hundred Seventy-Five Thousand (\$275,000.00); and

WHEREAS, the City Administration supported the Project and desires to receive funding from FDEP as described in the Agreement attached as "Exhibit A", and the Agreement is made part of and incorporated into the 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 accept and execute an Agreement on behalf of the City of Dania Beach, Florida with the Department of Environmental Protection in the amount of Two Hundred Seventy-Five Thousand (\$275,000), to provide funding for the Project.

Section 3. That the City Manager and City Attorney are authorized to make minor revisions to the services Agreement as are deemed necessary and proper and in the best interest of the City, including amendments extending the Agreement's term.

Section 4. That the Agreement does not require matching funds from the City; however, the actual contract cost will exceed the grant funding, and the remaining balance of approximately \$2,750,000.00 will be funded from GL 402-35-31-535-63-10.

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

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

PASSED AND ADOPTED on _____, 2025.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Lori Lewellen _____

Commissioner Luis Rimoli _____

Commissioner Archibald J. Ryan IV _____

Vice Mayor Marco Salvino _____

Mayor Joyce L. Davis _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): **Dania Beach Lift Station No. 11 Rebuild and Resiliency Project** Agreement Number: **L0024**

2. Parties **State of Florida Department of Environmental Protection,
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **City of Dania Beach** Entity Type: **Local Government**

Grantee Address: **100 W Dania Beach Blvd, Dania Beach, FL 33004** FEID: **59-6000302**

(Grantee)

3. Agreement Begin Date: **7/1/2024** Date of Expiration: **12/30/2026**

4. Project Number: **25RCP02** Project Location(s): **Broward County, Florida**
(If different from Agreement Number)

Project Description: **The City of Dania Beach will conduct the Dania Beach Lift Station No. 11 Rebuild and Resiliency Project to include the demolition and re-building of lift station No. 11 that meets FEMA elevation and resiliency standards and includes a new emergency backup generator.**

5. Total Amount of Funding:	Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
\$ 275,000.00	☒ State ☐ Federal	GAA # 1732A, FY2024-2025	\$ 275,000.00
	☐ State ☐ Federal		\$
	☐ State ☐ Federal		\$
	☐ Grantee Match		\$

Total Amount of Funding + Grantee Match, if any: **\$ 275,000.00**

6. Department's Grant Manager	Grantee's Grant Manager
Name: Sandra Faragalla	Name: Sean Schutten
or successor	or successor
Address: Florida Department of Environmental Protection 2600 Blair Stone Rd MS-235 Tallahassee, Florida, 32399	Address: City of Dania Beach 100 W Dania Beach Blvd Dania Beach, FL 33004
Phone: 850-245-3168	Phone: (954) 924-6808 ext. 3660
Email: Sandra.Faragalla@FloridaDEP.gov	Email: sschutten@daniabeachfl.gov

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☒ Attachment 2: Special Terms and Conditions
☒ Attachment 3: Grant Work Plan
☒ Attachment 4: Public Records Requirements
☒ Attachment 5: Special Audit Requirements
☐ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with section 215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☒ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☒ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☐ Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808 (State)

☐ Exhibit H: Non-Profit Organization Compensation Form (State)	
☐ Exhibit I: Forced Labor Attestation Form	
☐ Additional Exhibits (if necessary):	
8.	The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☒ N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

City of Dania Beach

GRANTEE

Grantee Name

By _____
(Authorized Signature) Date Signed

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By _____
Secretary or Designee Date Signed

Alex Reed, Director of the Office of Resilience and Coastal Protection

Print Name and Title of Person Signing

☐ Additional signatures attached on separate page.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
 - (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement; and/or
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.A change order to this Agreement may be used when:
 - (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

Attachment 1

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department

does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
 - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
 - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
 - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
 - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:
 - i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

- ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing \$10,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-

Attachment 1

- price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
- ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
 - e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing \$5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing \$10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
 - f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
 - g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
 - h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform

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that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee 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 Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant

Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee 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 Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first

arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'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 Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department 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 Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department'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.

Attachment 1

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor 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 Grantee, 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, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. 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 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.
 - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
 - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where

there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- a. Signage Requirements
 - a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: <https://www.epa.gov/invest/investing-america-signage>.
 - b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized

Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; 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/>).

29. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect,

general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, 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 Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee

is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

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

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is \$100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a “public works project” as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be “produced in the United States,” as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

- (1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
- (2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
- (3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor’s minimal use of foreign steel and iron materials if:

- (1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
- (2) the “cost” of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or \$2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state’s obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. L0024**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is Dania Beach Lift Station No. 11 Rebuild and Resiliency Project. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfaction technical and administration performance by the grantee and the availability of funding.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. **Commercial General Liability Insurance.**

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. **Commercial Automobile Insurance.**

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. **Workers' Compensation and Employer's Liability Coverage.**

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. **Other Insurance.** None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The Board of Trustees of the Internal Improvement Trust Fund must be listed as additional insured to general liability insurance required by the Agreement and, if the Grantee is a non-governmental entity, indemnified by the Grantee.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity

This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.

None.

Any terms added here must be approved by the Office of General Counsel.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
AGREEMENT NO. L0024**

ATTACHMENT 3

PROJECT TITLE: Dania Beach Lift Station No. 11 Rebuild and Resiliency Project

PROJECT LOCATION: The Project is located in the City of Dania Beach within Broward County, Florida.

PROJECT DESCRIPTION:

The City of Dania Beach (Grantee) will conduct the Dania Beach Lift Station No. 11 Rebuild and Resiliency Project (Project) to include the demolition of the existing lift station, No. 11, and the re-building of lift station No. 11 that meets FEMA elevation and resiliency standards and includes a new emergency backup generator.

TASKS AND DELIVERABLES:

Task 1: Sea Level Impact Projection (SLIP) Study Report

Description: The Grantee will submit a SLIP study report, if applicable, pursuant to Section 380.0937, Florida Statutes (F.S.) and Chapter 62S-7, Florida Administrative Code (F.A.C.). The SLIP study report must be submitted to the Department, approved, and published for at least 30 days before construction begins. This will inform the project owner about the potential effects of sea level rise and coastal flooding on the structure so they can use this information in project planning and adaptation. Visit the SLIP tool website ([Florida SLIP Tool](https://www.floridadep-slip.org/)) for more information.

Florida SLIP Tool: <https://www.floridadep-slip.org/>

Deliverables: The Grantee will provide the following:

- **1.1:** Published SLIP Study Report and the confirmation email stating the report was published on the Department's website for no less than thirty (30) days before construction commences. **This is a no cost deliverable.**

Task 2: Construction

Description: The Grantee will demolish the existing lift station No. 11 and construct a new lift station No. 11 with a new emergency backup generator in accordance with the construction contract documents. Project costs associated with the Construction task include work approved through construction bids and/or construction-phase engineering and monitoring services contracts. Construction shall be conducted in accordance with all local, state, and federal permits.

Deliverables: The Grantee will provide the following:

- **2.1:** List of permit type, number, and issuing entity for all local, state, and federal permits required for the Project. This should include any permits listed in the original project application;
- **2.2:** A copy of the final design and record (as-built) drawings;
- **2.3:** A Certificate of Completion signed by a Florida-registered Professional Engineer or authorized individual in responsible charge of project; and

- **2.4:** Quarterly Project management reports signed by a Florida-registered Professional Engineer or authorized individual in responsible charge of project, to include:
 - A summary of project and site inspection(s);
 - Meeting minutes to all attended meetings; and
 - Field notes.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to the Department's Grant Manager on or before the Task Due Date listed in the Project Timeline. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or denial of the deliverable(s) to the Grantee within thirty (30) calendar days. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A "full deliverable" is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An "incomplete deliverable" is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department's receipt and approval of all deliverable(s) listed within the task and the Department's approval provided by the Deliverable Acceptance Letter.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received by the Department at one hundred percent (100%) completion and by the specified due date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed and/or submitted to the Department in a timely manner.

PAYMENT REQUEST SCHEDULE: Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. Interim payments will not be accepted. Payment requests will not be accepted until all required Exhibit A, Progress Report Forms, have been submitted to the Department's Grant Manager for all reporting periods dating back to the Agreement Begin Date. Upon the Department's receipt of the aforementioned documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

ADVANCE PAYMENT: For grant agreements for which full advance payment has been authorized and approved, the Grantee shall submit an invoice (i.e., payment request) to its Department Grant Manager for the expected cash needs for the initial three (3) month term of the agreement. Once the initial advance amount has been fully expended, the Grantee may request additional advance payments as needed, but no more frequently than quarterly. The Grantee shall submit all invoice documentation for each previously expended advance with each new payment request. All previous advance payment funds must be fully expended prior to initiating another request.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	DEP Amount	Task Start Date	Task Due Date
1	Sea Level Impact Projection (SLIP) Study Report	No-Cost Deliverable	\$0	7/1/2024	Before Commencing Construction
2	Construction	Contractual Services	\$275,000	7/1/2024	9/30/2026
Total:			\$275,000		

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. 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 Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department 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 Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5

3 of 7

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following <u>Matching</u> Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
	Department of Environmental Protection	24/25	37.039	Lift Station No. 11 Rebuild and Resiliency Project	\$275,000	140047
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award					\$275,000	
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The

¹ Subject to change by Change Order.

² Subject to change by Change Order.

services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

**DEPARTMENT OF ENVIRONMENTAL PROTECTION
Progress Report Form**

Exhibit A

DEP Agreement No.:	L0024		
Grantee Name:	City of Dania Beach		
Grantee Address:	100 W Dania Beach Blvd, Dania Beach, FL 33004		
Grantee's Grant Manager:		Telephone No.:	
Reporting Period:			
Project Number and Title:	25RCP02 - Dania Beach Lift Station No. 11 Rebuild and Resiliency Project		
Provide the following information for all tasks and deliverables identified in the Grant Work Plan: a summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task. NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan. <u>The following format should be followed:</u> Task 1: Progress for this reporting period: Identify any delays or problems encountered:			

This report is submitted in accordance with the reporting requirements of DEP Agreement No. L0024, and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager

Date

Exhibit C
PAYMENT REQUEST SUMMARY FORM

DEP Agreement No.: L0024

Agreement Effective Dates: 7/1/2024 - 12/30/2026

Grantee: City of Dania Beach

Grantee's Grant Manager: _____

Mailing Address: _____

Payment Request No. _____ Date of Payment Request: _____

Performance Period (Start date – End date): _____

Task/Deliverable No(s). _____ Task/Deliverable Amount Requested: \$ _____

GRANT EXPENDITURES SUMMARY SECTION

CATEGORY OF EXPENDITURE <i>(As authorized)</i>	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENT REQUESTS	MATCHING FUNDS FOR THIS REQUEST	TOTAL CUMULATIVE MATCHING FUNDS
Salaries/Wages	\$ N/A	\$	\$N/A	\$N/A
Fringe Benefits	\$ N/A	\$	\$N/A	\$N/A
Indirect Cost	\$ N/A	\$	\$N/A	\$N/A
Contractual (Subcontractors)	\$	\$	\$N/A	\$N/A
Travel	\$ N/A	\$	\$N/A	\$N/A
Equipment (Direct Purchases)	\$ N/A	\$	\$N/A	\$N/A
Rental/Lease of Equipment	\$ N/A	\$	\$N/A	\$N/A
Miscellaneous/Other Expenses	\$ N/A	\$	\$N/A	\$N/A
Land Acquisition	\$ N/A	\$	\$N/A	\$N/A
TOTAL AMOUNT	\$	\$	\$N/A	\$N/A
TOTAL TASK/DELIVERABLE BUDGET AMOUNT	\$		\$N/A	
Less Total Cumulative Payment Requests of:	\$		\$N/A	
TOTAL REMAINING IN TASK	\$		\$N/A	

GRANTEE CERTIFICATION

Complete Grantee's Certification of Payment Request on Page 2 to certify that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid

waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

-REMAINDER OF PAGE INTENTIONALLY LEFT BLANK-

Grantee's Certification of Payment Request

I, _____, on behalf of

(Print name of Grantee's Grant Manager designated in the Agreement)

_____, do hereby certify for

(Print name of Grantee/Recipient)

DEP Agreement No. L0024

and Payment Request No. _____ that:

- ☒ The disbursement amount requested is for allowable costs for the project as described in Attachment 3 of the Agreement.
- ☒ All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.
- ☒ The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts.

Check all that apply below:

- ☐ All permits and approvals required for the construction, which is underway, have been obtained.
- ☐ Construction up to the point of this disbursement is in compliance with the construction plans and permits.
- ☐ The Grantee's Grant Manager relied on certifications from the following professionals that provided services for this project during the time period covered by this Certification of Payment Request, and such certifications are included:

Professional Service Provider (Name / License No.) Period of Service (mm/dd/yy – mm/dd/yy)

Grantee's Grant Manager Signature

Grantee's Fiscal Agent Signature

Print Name

Print Name

Telephone Number

Telephone Number

INSTRUCTIONS FOR COMPLETING PAYMENT REQUEST SUMMARY FORM

DEP AGREEMENT NO.: This is the number on your grant agreement.

AGREEMENT EFFECTIVE DATES: Enter agreement execution date through end date.

GRANTEE: Enter the name of the grantee's agency.

GRANTEE'S GRANT MANAGER: This should be the person identified as grant manager in the grant Agreement.

MAILING ADDRESS: Enter the address that you want the state warrant sent.

PAYMENT REQUEST NO.: This is the number of your payment request, not the quarter number.

DATE OF PAYMENT REQUEST: This is the date you are submitting the request.

PERFORMANCE PERIOD: This is the beginning and ending date of the performance period for the task/deliverable that the request is for (this must be within the timeline shown for the task/deliverable in the Agreement).

TASK/DELIVERABLE NO.: This is the number of the task/deliverable that you are requesting payment for and/or claiming match for (must agree with the current Grant Work Plan).

TASK/DELIVERABLE AMOUNT REQUESTED: This should match the amount on the "TOTAL TASK/DELIVERABLE BUDGET AMOUNT" line for the "AMOUNT OF THIS REQUEST" column.

GRANT EXPENDITURES SUMMARY SECTION:

"AMOUNT OF THIS REQUEST" COLUMN: Enter the amount that was expended for this task during the period for which you are requesting reimbursement for this task. This must agree with the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Grant Work Plan. Enter the column total on the "TOTAL AMOUNT" line. Enter the amount of the task on the "TOTAL TASK BUDGET AMOUNT" line. Enter the total cumulative amount of this request **and** all previous payments on the "LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF" line. Deduct the "LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF" from the "TOTAL TASK BUDGET AMOUNT" for the amount to enter on the "TOTAL REMAINING IN TASK" line.

"TOTAL CUMULATIVE PAYMENT REQUESTS" COLUMN: Enter the cumulative amounts that have been requested to date for reimbursement by budget category. The final request should show the total of all requests; first through the final request (this amount cannot exceed the approved budget amount for that budget category for the task you are reporting on). Enter the column total on the "TOTALS" line. **Do not enter anything in the shaded areas.**

"MATCHING FUNDS" COLUMN: Enter the amount to be claimed as match for the performance period for the task you are reporting on. This needs to be shown under specific budget categories according to the currently approved Grant Work Plan. Enter the total on the "TOTAL AMOUNT" line for this column. Enter the match budget amount on the "TOTAL TASK BUDGET AMOUNT" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "LESS TOTAL CUMULATIVE PAYMENTS OF" line for this column. Deduct the "LESS TOTAL CUMULATIVE PAYMENTS OF" from the "TOTAL TASK BUDGET AMOUNT" for the amount to enter on the "TOTAL REMAINING IN TASK" line.

"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN: Enter the cumulative amount you have claimed to date for match by budget category for the task. Put the total of all on the line titled "TOTALS." The final report should show the total of all claims, first claim through the final claim, etc. **Do not enter anything in the shaded areas.**

GRANTEE'S CERTIFICATION: Check all boxes that apply. Identify any licensed professional service providers that certified work or services completed during the period included in the request for payment. **Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.**

NOTES:

If claiming reimbursement for travel, you must include copies of receipts and a copy of the travel reimbursement form approved by the Department of Financial Services, Chief Financial Officer.

Documentation for match claims must meet the same requirements as those expenditures for reimbursement.



City of Dania Beach Public Services Memorandum

DATE: 3/11/2025

TO: Mayor and Commissioners

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

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

SUBJECT: APPROVAL OF A GRANT FROM THE FLORIDA INLAND NAVIGATION DISTRICT IN THE AMOUNT OF FIFTY THOUSAND DOLLARS FOR DESIGN SERVICES FOR THE GRIFFIN MARINE PARK BOAT RAMP REPLACEMENT

Request:

The Public Services Department (PSD) requests approval of Florida Inland Navigation District (FIND) grant in the amount of Fifty Thousand (\$50,000.00) dollars for design and construction administration services of the “Griffin Marine Park Boat Ramp and Dock Replacement” Project.

Background:

The City of Dania Beach intends to undertake the Griffin Marine Park Boat Ramp and Dock Replacement Project, with an estimated cost of \$1,500,000. This project intends to enhance public safety and accessibility by redesigning and reconstructing the existing boat ramp with a reduced entrance slope and replacing the floating docks for the benefit of both city residents and the broader community of the State of Florida.

The design is substantially complete. The proposal includes funding to apply for permitting from multiple agencies, including the Army Corps of Engineers (ACOE), Broward County Resiliency & Environmental Department (BCRED), and South Florida Water Management District (SFWMD). Additionally, funds are also provided for bidding assistance and construction administration.

FIND funds local projects that promote boating activities on the Intracoastal Waterway. The FIND rules require grant recipients to provide a 50 percent cash match for the project.

Budgetary Impact

The Fifty Thousand (\$50,000.00) matching funds will be appropriated from the General Fund account 001-39-06-541-43-20 to support the Griffin Marine project. This amount will be transferred to the Grant’s Fund GL account 103-72-64-575-31-10 for the FIND grant.

Recommendation

PSD recommends approval of the FIND grant in the amount of \$50,000.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF DANIA BEACH AND THE FLORIDA INLAND NAVIGATION DISTRICT FOR GRANT FUNDS IN THE AMOUNT OF FIFTY THOUSAND DOLLARS (\$50,000.00), TO PROVIDE DESIGN SERVICES FOR THE GRIFFIN MARINE BOAT RAMP; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dania Beach intends to undertake the Griffin Marine Park Boat Ramp and Dock Replacement Project (the “Project”), with an estimated cost of \$1,500,000, to enhance public safety and accessibility by redesigning and reconstructing the existing boat ramp with a reduced entrance slope and replacing the floating docks for the benefit of both city residents and the broader community of the State of Florida; and

WHEREAS, the City of Dania Beach applied for and was awarded a grant in the amount of Fifty Thousand Dollars (\$50,000.00) from the Florida Inland Navigation District (FIND) for design services, with the City providing a matching contribution of Fifty Thousand Dollars (\$50,000.00); and

WHEREAS, the City Administration supported the Project and desires to receive funding from FIND as described in the Agreement attached as “Exhibit A”, and the Agreement is made part of and incorporated into the 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 accept and execute an Agreement on behalf of the City of Dania Beach, Florida with the Florida Inland Navigation District in the amount of Fifty Thousand (\$50,000), to provide design funding for the Project.

Section 3. That the City Manager and City Attorney are authorized to make minor revisions to the services Agreement as are deemed necessary and proper and in the best interest of the City, including amendments extending the Agreement’s term.

Section 4. The Agreement requires the City to provide matching funds in the amount of Fifty Thousand Dollars (\$50,000.00), appropriated from the General Fund account 001-39-06-541-43-20, to support the Griffin Marine Project, with said funds to be transferred to the Grant's Fund GL account 103-72-64-575-31-10 for the FIND grant.

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

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

PASSED AND ADOPTED on _____, 2025.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Lori Lewellen _____

Commissioner Luis Rimoli _____

Commissioner Archibald J. Ryan IV _____

Vice Mayor Marco Salvino _____

Mayor Joyce L. Davis _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

**FLORIDA INLAND NAVIGATION DISTRICT
PROJECT AGREEMENT**

PROJECT NO. BR-DA-24-162

This PROJECT AGREEMENT ("AGREEMENT") made and entered into this _____ day of _____, 20____ by and between the Florida Inland Navigation District (hereinafter the "DISTRICT"), and the City of Dania Beach, (hereinafter the "PROJECT SPONSOR").

In consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **PROJECT** - Subject to the provisions of this AGREEMENT and Rule 66B-2 of the Florida Administrative Code (a current copy of which is attached as Exhibit "B"), the DISTRICT has approved assistance funding to the PROJECT SPONSOR in furtherance of an approved project ("PROJECT") consisting of the Griffin Marine Park Ramp & Dock Replace Ph I. Said PROJECT is more specifically described in the PROJECT SPONSOR'S Waterways Assistance Application, which is on file at the DISTRICT's headquarters.

Any modifications to the PROJECT'S scope of work shall require written advance notice and justification from the PROJECT SPONSOR and the prior written approval of the DISTRICT.

2. **TERM** - The PROJECT SPONSOR shall not commence work on the PROJECT prior to the execution of this AGREEMENT unless specifically authorized by the DISTRICT Board and **shall complete the PROJECT and submit all required payment reimbursement information on or before September 30, 2026 ("PROJECT PERIOD")**, unless the PROJECT PERIOD has been extended with the prior written approval of the DISTRICT. Any request for an extension of the PROJECT PERIOD shall require submittal by the PROJECT SPONSOR of a request for extension to the DISTRICT no later than 60 days prior to the original expiration date of the PROJECT PERIOD. This request will then be considered by the DISTRICT Board, whose decision shall be final. In no event other than a declared state of emergency that affects the project completion shall the PROJECT be extended beyond September 30, 2027. The PROJECT SPONSOR acknowledges this is the only provision to carry over the DISTRICT assistance funding under this AGREEMENT beyond September 30, 2026, and that any extension of funding beyond this date shall be at the sole discretion of the DISTRICT.

3. **ASSISTANCE AMOUNT** - The DISTRICT shall contribute (“ASSISTANCE AMOUNT”) no more than fifty percent (50%) (“MATCHING PERCENTAGE”) of the PROJECT SPONSOR'S eligible out-of-pocket costs for completion of this PROJECT ("PROJECT AMOUNT"). Payment of funds by the DISTRICT to the PROJECT SPONSOR (the "ASSISTANCE AMOUNT") will be on a reimbursement basis only, and only for those authorized out of pocket costs as shown in Exhibit A, Project Cost Estimate (“PROJECT COSTS”) and meeting the requirements of Section 5 below and shall not, in any event, exceed \$ 50,000.00 .

Any modifications to the PROJECT's Cost Estimate (Exhibit A) shall require written advance notice and justification from the PROJECT SPONSOR and the prior written approval of the DISTRICT.

4. **MATCHING FUNDS** - The PROJECT SPONSOR warrants and represents that it has the PROJECT SPONSOR Match Amount (the PROJECT AMOUNT less the ASSISTANCE AMOUNT) available for the completion of the PROJECT and shall, prior to the execution of this AGREEMENT, have provided the DISTRICT with suitable evidence of the availability of such funds using the DISTRICT's Form #95-01 (Exhibit C, Matching Funds Certification) and, upon request, providing the DISTRICT with access to applicable books and records, financial statements, and bank statements.

5. **PROJECT COSTS** - To be eligible for reimbursement under this AGREEMENT, PROJECT COSTS must be necessary and reasonable for the effective and efficient accomplishment of the PROJECT and must be directly allocable thereto. PROJECT COSTS are generally described in Exhibit B, Chapter 66B-2, F.A.C.. PROJECT COSTS must be incurred, and work performed within the PROJECT PERIOD, with the exception of pre-AGREEMENT costs, if any, consistent with Section 6 below, which are also eligible for reimbursement by the DISTRICT.

If the PROJECT SPONSOR receives additional funding for the PROJECT COSTS from another source that was not identified in the original application and that changes the AGREEMENT MATCHING PERCENTAGE, the PROJECT SPONSOR shall proportionately reimburse the DISTRICT's program funds equal to the MATCHING PERCENTAGE in this AGREEMENT. The PROJECT SPONSOR shall promptly notify the DISTRICT of any project payments it receives from a source other than the DISTRICT.

6. **PRE-AGREEMENT COSTS** - The DISTRICT and the PROJECT SPONSOR fully understand and agree that there shall be no reimbursement of funds by the DISTRICT for any

obligation or expenditure made prior to the execution of this AGREEMENT unless previously delineated in Exhibit A, consistent with Exhibit B, and previously approved by the DISTRICT Board during the grant review process.

7. **REIMBURSEMENT PROCEDURES** - PROJECT COSTS shall be reported to the DISTRICT and summarized on the Payment Reimbursement Request Form (Form #90-14) attached as Exhibit D. Supporting documentation including bills and canceled payment vouchers for expenditures shall be provided to the DISTRICT by the PROJECT SPONSOR or LIAISON AGENT with any payment request. All records in support of the PROJECT COSTS included in payment requests shall be subject to review and approval by the DISTRICT or by an auditor selected by the DISTRICT. Audit expenses shall be borne by the PROJECT SPONSOR.

Project funds may be released in installments, at the discretion of the DISTRICT, upon submittal of a payment request by the PROJECT SPONSOR or LIAISON AGENT. The DISTRICT shall retain ten percent (10%) of each installment payment until the completion of the PROJECT.

The following costs, if authorized in the attached Exhibit B, shall be reimbursed only upon completion of the PROJECT to the reasonable satisfaction of the DISTRICT and in accordance with Exhibit B: personnel, equipment, project management, administration, inspection, and design, permitting, planning, engineering, and/or surveying costs. Assuming the PROJECT SPONSOR has otherwise fully complied with the requirements of this AGREEMENT, reimbursement for a PROJECT approved as Phase I project will be made only upon commencement of construction of the PROJECT for which the Phase I planning, designing, engineering and/or permitting were directed, which may or may not involve further DISTRICT funding. Procedures set forth below with respect to reimbursement by the DISTRICT are subject to this requirement of commencement of construction.

The DISTRICT shall have the right to withhold any payment hereunder, either in whole or part, for non-compliance with the terms of this AGREEMENT.

8. **FINAL REIMBURSEMENT** - The PROJECT SPONSOR, upon completion of the PROJECT, shall submit to the DISTRICT a request for final reimbursement of the ASSISTANCE AMOUNT less any prior installment payments. The payment amounts previously retained by the DISTRICT shall be paid upon (1) receipt of the Final Audit report of expenses incurred on the PROJECT by the DISTRICT, (2) full completion of the PROJECT to the reasonable satisfaction of the DISTRICT, (3) submission of Project Completion Certification Form No. 90-13 (Exhibit E), (4) submission of a photograph of the PROJECT showing the sign required by Section 18, and (5) a Final

Project Report as described in Exhibit G, Assistance Project Schedule. As part of the documentation accompanying the request for final reimbursement, PROJECT SPONSOR shall provide proof of payment of all contractors, material suppliers, engineers, architects, and surveyors with whom PROJECT SPONSOR has directly contracted (each a “DIRECT PROVIDER”) to provide services or materials for the PROJECT. The final reimbursement amount shall be adjusted as necessary such that neither the total ASSISTANCE AMOUNT nor the MATCHING PERCENTAGE is exceeded. Unless otherwise determined by the DISTRICT, the final reimbursement check shall be presented by a DISTRICT representative to the PROJECT SPONSOR during a public commission meeting or public dedication ceremony for the PROJECT.

9. **RECORDS RETENTION** - The PROJECT SPONSOR shall retain all records supporting the PROJECT COSTS for three (3) years after the end of the fiscal year in which the Final Payment is released by the DISTRICT, except that such records shall be retained by the PROJECT SPONSOR until final resolution of matters resulting from any litigation, claim, or special audit that starts prior to the expiration of the three-year retention period.

10. **DEFAULT AND REMEDIES** – In the event of a breach of any of the terms of this AGREEMENT by the PROJECT SPONSOR, the DISTRICT shall provide written notice to the PROJECT SPONSOR, which shall have sixty (60) days in which to cure the breach. If the PROJECT SPONSOR fails to cure the breach within the cure period, the DISTRICT shall have the right, but not the obligation, to demand that the PROJECT SPONSOR immediately refund the ASSISTANCE AMOUNT to the extent paid. PROJECT SPONSOR shall refund to the DISTRICT the full amount of the ASSISTANCE AMOUNT paid to PROJECT SPONSOR, whereupon this AGREEMENT, and all further rights thereunder, shall be terminated. If the DISTRICT does not demand reimbursement as aforesaid, the DISTRICT may exercise any and all other remedies available at law or in equity. With respect to the PROJECT SPONSOR’s obligations under Sections 15, 17, and 20, PROJECT SPONSOR acknowledges that breach by the PROJECT SPONSOR of one or more of its obligations under said sections might cause the DISTRICT to suffer irreparable harm, namely harm for which damages would be an inadequate remedy. PROJECT SPONSOR further acknowledges that the DISTRICT might suffer irreparable harm due to delay if, as a condition to obtaining an injunction, restraining order, or other equitable remedy with respect to such a breach, the DISTRICT was required to demonstrate that it would suffer irreparable harm. The parties therefore intend that if the PROJECT SPONSOR breaches one or more of its obligations under Sections 15, 17, or 20, the DISTRICT, in addition to such other remedies which may be available, shall have the right to seek specific

performance and injunctive relief, and for purposes of determining whether to grant an equitable remedy any court will assume that the breach would cause the DISTRICT irreparable harm. The provisions of this section shall survive completion of the PROJECT.

11. **DISTRICT PROJECT MANAGER** - The Executive Director, or his designee, is hereby designated as the DISTRICT's Project Manager for the purpose of this AGREEMENT and shall be responsible for monitoring performance of its terms and conditions and for approving all reimbursement requests prior to payment.

12. **PROJECT SPONSOR'S LIAISON AGENT** - The PROJECT SPONSOR shall appoint a LIAISON AGENT, whose name and title shall be submitted to the DISTRICT upon execution of this AGREEMENT, to act on behalf of the PROJECT SPONSOR relative to the provisions of this AGREEMENT.

13. **STATUS REPORTS** - The PROJECT SPONSOR or LIAISON AGENT shall submit to the DISTRICT project status reports during the PROJECT term. These Quarterly Reports are to be on Form #95-02 (Exhibit F, Assistance Program Project Quarterly Status Report). Project design drawings, engineering drawings, and a copy of the Project bid award construction item cost list will be submitted as available. Photographs shall be submitted when appropriate to reflect the work accomplished. NON-COMPLIANCE by the PROJECT SPONSOR with the reporting schedule in Exhibit G, Assistance Project Schedule, may result in revocation of this AGREEMENT.

14. **LAWS** - The PROJECT SPONSOR agrees to obtain and to abide by all federal, state, and local permits and proprietary authorizations, and all applicable laws and regulations in the development of the PROJECT. The PROJECT SPONSOR agrees that all PROJECT facilities shall be designed and constructed in compliance with applicable state and federal statutory requirements for accessibility by handicapped persons, as well as all other federal, state and local laws, rules, and requirements.

15. **NON-DISCRIMINATION** - The PROJECT SPONSOR agrees that when completed, the PROJECT shall be readily accessible, on a non-exclusive basis, to the general public without regard to age, sex, race, physical handicap, or other condition, and without regard to residency of the user in another political subdivision.

16. **PARKING FACILITIES** - Adequate parking shall be made available by the PROJECT SPONSOR to accommodate vehicles for the number of persons for which the PROJECT is being developed.

17. **SITE DEDICATION** - The PROJECT SPONSOR also agrees that the PROJECT site shall be dedicated for the public use for a minimum period of thirty-five (35) years from the completion of the PROJECT, such dedication to be in the form of a deed, lease, management AGREEMENT or other legally binding document. Any change in such dedication shall require the prior approval of the DISTRICT. The PROJECT SPONSOR shall record evidence of such dedication within the Public Records of the County in which the PROJECT is located.

18. **ACKNOWLEDGMENT** – For construction projects, the PROJECT SPONSOR shall erect a permanent sign, approved by the DISTRICT, in a prominent location such as the PROJECT entrance of the completed PROJECT, which shall indicate that the DISTRICT contributed funds for the PROJECT. The wording of the sign required by this section shall be approved by the DISTRICT's staff before construction and installation of said sign. This sign shall contain the DISTRICT logo (Exhibit H) unless otherwise stipulated by the DISTRICT. In the event that the PROJECT SPONSOR erects a temporary construction sign, it shall also indicate the DISTRICT's participation. For all other types of projects, the PROJECT SPONSOR shall acknowledge the DISTRICT where feasible, in concurrence with the DISTRICT staff's recommendations.

19. **PROJECT MAINTENANCE** - When and as applicable, the PROJECT SPONSOR agrees to operate, maintain, and manage the PROJECT for the life of the PROJECT improvements and will pay all expenses required for such purposes. The PROJECT improvements shall be maintained in accordance with the standards of maintenance for other local facilities owned and operated by the PROJECT SPONSOR, and in accordance with applicable health standards. PROJECT facilities and improvements shall be kept reasonably safe and in reasonable repair to prevent undue deterioration and to encourage public use. The PROJECT SPONSOR warrants and represents that it has full legal authority and financial ability to operate and maintain said PROJECT facilities and improvements.

20. **FEES** – Any fees charged for this PROJECT shall be reasonable and the same for the general public of all member counties. The PROJECT SPONSOR must demonstrate that a minimum of fifty percent (50%) of the PROJECT fees will be utilized for project maintenance and improvements throughout the anticipated life of a development project or the design life of other project types, as applicable.

21. **SOVEREIGN IMMUNITY** - Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors, and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity under Section

768.28, Florida Statutes. The PROJECT SPONSOR acknowledges that the DISTRICT, its employees, commissioners, and agents are solely providing funding assistance for the PROJECT and are not involved in the design, construction, operation, or maintenance of the PROJECT.

22. **INSPECTIONS** - The DISTRICT reserves the right, upon reasonable request, to inspect said PROJECT and any and all records related thereto at any time.

23. **RIGHTS AND DUTIES** - The rights and duties arising under this AGREEMENT shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, and shall, unless the context clearly requires otherwise, survive completion of the PROJECT. The PROJECT SPONSOR may not assign this AGREEMENT nor any interest hereunder without the express prior written consent of the DISTRICT.

24. **WAIVERS** - Waiver of a breach of any provisions of this AGREEMENT shall not be deemed a waiver of any other breach of the same or different provision.

25. **NOTICE** - Any notice required to be given pursuant to the terms and provisions of this AGREEMENT shall be in writing, postage paid, and shall be sent by certified mail, return receipt requested, to the DISTRICT or PROJECT SPONSOR at the addresses below. The notice shall be effective on the date indicated on the return receipt.

To the DISTRICT at:

Florida Inland Navigation District
1314 Marcinski Road
Jupiter, Florida 33477-9498

To the PROJECT SPONSOR at:

City of Dania Beach
Attention: CIP & Grants Administrator, Public Services
100 West Dania Beach Blvd.
Dania Beach, FL 33004

26. **NO JOINT VENTURE** - The DISTRICT's role with respect to the PROJECT is that of a funding assistance authority only and the DISTRICT is not, and shall not be considered to be, an agent, partner, or joint venturer with the PROJECT SPONSOR.

27. **GOVERNING LAW** - The validity, interpretation, and performance of this AGREEMENT shall be controlled and construed according to the laws of the State of Florida.

28. **TRANSFERENCE** - It is the intent of the DISTRICT to issue this funding assistance to the PROJECT SPONSOR who has made application for this assistance. In the event the PROJECT SPONSOR transfers ownership or management of the PROJECT to a party or parties not now a part of this AGREEMENT, other than another governmental entity that agrees to assume, in writing, PROJECT SPONSOR'S obligation hereunder, the DISTRICT retains the right to full reimbursement from the PROJECT SPONSOR to the full extent of the funding assistance provided by the DISTRICT including, but not limited to, any costs and reasonable attorney's fees (regardless of whether litigation ensues) incurred by the DISTRICT in collecting said reimbursement.

29. **ENTIRE UNDERSTANDING** - This AGREEMENT, including any exhibits made a part hereof, embodies the entire AGREEMENT and understanding of the parties and supersedes all prior oral and written communications between them. The terms hereof may be modified only by a written amendment signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day, month and year aforesaid.

FLORIDA INLAND NAVIGATION DISTRICT

By: _____
Executive Director

Date: _____

City of Dania Beach

By: _____

Title: _____

Date: _____

Exhibit A
ATTACHMENT E-5
PROJECT COST ESTIMATE
 WATERWAY ASSISTANCE PROGRAM FY 2024

(See Rule Section 66B-2.005 & 2.008 for eligibility and funding ratios)

Project Title:	Griffin Marine Park Boat Ramp & Dock Replacement Project
Applicant:	City of Dania Beach

Project Elements <i>(Please list the MAJOR project elements and provide general costs for each one. For Phase I Projects, please list the major elements and products expected)</i>	Total Estimated Cost	Applicant's Cost <i>(To the nearest \$50)</i>	FIND Cost <i>(To the nearest \$50)</i>
Design & permitting	100,000.00	50,000.00	50,000.00
**TOTALS =	\$ 100,000.00	\$ 50,000.00	\$ 50,000.00

Exhibit B 2024
CHAPTER 66B-2
WATERWAYS ASSISTANCE PROGRAM

66B-2.001	Purpose
66B-2.002	Forms
66B-2.003	Definitions
66B-2.004	Policy
66B-2.005	Funds Allocation
66B-2.006	Application Process
66B-2.0061	Emergency Applications
66B-2.007	Application Form (Repealed)
66B-2.008	Project Eligibility
66B-2.009	Project Administration
66B-2.010	Project Agreement (Repealed)
66B-2.011	Reimbursement
66B-2.012	Accountability
66B-2.013	Acknowledgement
66B-2.014	Small-Scale Spoil Island Restoration and Enhancement Projects
66B-2.015	Small-Scale Derelict Vessel Removal Projects
66B-2.016	Waterways Cleanup Events

66B-2.001 Purpose.

Recognizing the importance and benefits of inland navigation channels and waterways, as well as noting problems associated with the construction, continued maintenance and use of these waterways, the Florida Legislature created Section 374.976, F.S. This law authorizes and empowers each inland navigation district to undertake programs intended to alleviate the problems associated with its waterways. The purpose of this rule is to set forth the District's policy and procedures for the implementation of an assistance program under Section 374.976, F.S., for local governments, member counties and navigation related districts within the District. This program will be known hereafter as the Florida Inland Navigation District's Waterways Assistance Program.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History--New 12-17-90, Formerly 16T-2.001.

66B-2.002 Forms.

All forms for the administration of this program are available from the District office located at 1314 Marcinski Road, Jupiter, Florida 33477.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History--New 12-17-90, Formerly 16T-2.002.

66B-2.003 Definitions.

The basic terms utilized in this rule are defined as follows:

- (1) "APPLICANT" means an eligible governmental agency submitting an application through this program.
- (2) "APPLICATION" means a project proposal with the required documentation.
- (3) "AUTHORIZED SUBMISSION PERIOD" means the established period for submitting applications to the District.
- (4) "BEACH RENOURISHMENT" means the placement of sand on a beach for the nourishment, renourishment or restoration of a beach.
- (5) "BOARD" means the Board of Commissioners of the Florida Inland Navigation District.
- (6) "DISTRICT" means the Florida Inland Navigation District (FIND).
- (7) "ELIGIBLE GOVERNMENTAL AGENCY" means member counties, local governments and navigation related districts within the taxing boundaries of the District.
- (8) "ENVIRONMENTAL PERMITS" means those permits, proprietary authorizations, exemptions, or general

permits for construction below mean high water line of a navigable waterway required and issued by or on behalf of the U.S. Army Corps of Engineers, the Florida Department of Environmental Protection, and the South Florida or the St. Johns River Water Management Districts or their successors.

(9) “EXECUTIVE DIRECTOR” means the Executive Director of the Florida Inland Navigation District.

(10) “LIAISON AGENT” means the contact person officially designated to act on behalf of the applicant or the project sponsor.

(11) “LOCAL GOVERNMENTS” means municipalities, cities, or consolidated county governments, which are located within the member counties.

(12) “MARITIME MANAGEMENT PLAN” means a written plan containing a systematic arrangement of elements specifically formulated to identify, evaluate and promote the benefits of eligible waterway accessibility and enjoyment, with consideration and respect to the physical, environmental and economic parameters of the planning area.

(13) “MATCHING FUNDS” means those funds provided by the local sponsor to the project.

(14) “MEMBER COUNTY” means a county located within the taxing boundaries of the District which includes Nassau, Duval, St. Johns, Flagler, Volusia, Brevard, Indian River, St. Lucie, Martin, Palm Beach, Broward and Miami-Dade Counties.

(15) “NAVIGATION RELATED DISTRICTS” means port authorities, inlet districts or any other agency having legally authorized navigation related duties in waterways of the District.

(16) “PRE-AGREEMENT COSTS” means project costs approved by the District Board which have occurred prior to the execution of the project agreement.

(17) “PROGRAM” means the Florida Inland Navigation District Waterways Assistance Program.

(18) “PROGRAM FUNDS” means financial assistance awarded by the Board to a project for release to the project sponsor pursuant to the terms of the project agreement.

(19) “PROJECT” means a planned undertaking consisting of eligible program facilities, improvements or expenses for the use and benefit of the general public.

(20) “PROJECT AGREEMENT” means an executed contract between the District and a project sponsor setting forth mutual obligations regarding an approved project.

(21) “PROJECT MAINTENANCE” means any usual action, activity, expense, replacement, adjustment or repair taken to retain a project or grant item in a serviceable, operational or normal condition, or the routine efforts and expenses necessary to restore it to serviceable or normal condition, including the routine recurring work required to keep the project or grant item in such condition that it may be continuously used at its original or designed capacity and efficiency for its intended purpose.

(22) “PROJECT MANAGER” means the District employee who is responsible for monitoring the performance of the Project and compliance with the project agreement.

(23) “PROJECT PERIOD” means the approved time during which costs may be incurred and charged to the funded project.

(24) “PROJECT SPONSOR” means an eligible governmental agency receiving program funds pursuant to an approved application.

(25) “PUBLIC BUILDING” means a building or facility on government owned property that is owned or operated by a governmental entity, or operated by a third party operator. The building or facility must provide waterway related information, public meeting space, or educational services and be open to members of the public on a continual basis without discrimination.

(26) “PUBLIC MARINA” means a harbor complex used primarily for recreational boat mooring or storage, the services of which are open to the general public on a first come, first served basis without any qualifying requirements such as club membership, stock ownership, or differential in price.

(27) “PUBLICLY OWNED COMMERCIAL OR INDUSTRIAL WATERWAY ACCESS” means any publicly owned area specifically designed to be used for staging, launching, or off-loading by commercial or industrial waterway users on a first come, first served, short-term basis, to gain entry to or from the District’s waterways to serve the infrastructure needs of the District’s waterway users.

(28) “WATERWAYS” means the Atlantic Intracoastal Waterway, the Okeechobee Waterway, the Barge Canal in Brevard County west of the Port Canaveral Locks, those portions of the Dania Cut-Off Canal and the Hillsboro Canal

east of the water control structures, all navigable natural rivers, bays, creeks or lagoons intersected by said waterways and all navigable natural creeks, rivers, bays or lagoons entering or extending from said waterways.

(29) “WATERWAY RELATED ENVIRONMENTAL EDUCATION” means an interdisciplinary holistic process by which the learner: develops an awareness of the natural and manmade environments of waterways; develops knowledge about how the environment of the waterways works; acquires knowledge about the technological, social, cultural, political, and economic relationships occurring in waterway related environmental issues; and, becomes motivated to apply action strategies to maintain balance between quality of life and quality of the environment of waterways.

Rulemaking Authority 374.976(2) F.S. Law Implemented 374.976(1) F.S. History—New 12-17-90, Amended 9-2-92, 2-6-97, Formerly 16T-2.003, Amended 5-17-98, 3-21-01, 3-20-03, 3-3-04, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 3-7-11, 3-25-21.

66B-2.004 Policy.

The following constitutes the policy of the District regarding the administration of the program:

(1) Financial Assistance Eligibility: Financial assistance, support and cooperation may be provided to eligible governmental agencies for approved projects as follows:

(a) Member counties may be provided financial assistance, support or cooperation in planning, acquisition, development, construction, reconstruction, extension, improvement, operation or the maintenance of public navigation, local and regional anchorage management, beach renourishment, public recreation, inlet management, environmental education, maritime management plans, and boating safety projects directly related to the waterways.

(b) Eligible local governments may also be provided financial assistance, support and cooperation in planning and carrying out public navigation, local and regional anchorage management, beach renourishment, public recreation, inlet management, environmental education, and boating safety projects directly related to the waterways.

(c) Navigation related districts may be provided with financial assistance to pay part of the costs of the planning and acquisition of dredge material management sites if the Board finds that the site is required for the long-range maintenance of the Atlantic Intracoastal Waterway channel. All such sites must meet the development and operational criteria established by the District through a long-range dredge material management plan for that county. Navigation related districts may also be provided with assistance for waterway related access projects, environmental mitigation projects associated with waterway improvement related activities, and inlet management projects if the Board finds that the project benefits public navigation in the Atlantic Intracoastal Waterway. All navigation related districts shall contribute at least equal matching funds to any District financial assistance provided. Seaports may also be furnished assistance and support in planning and carrying out environmental mitigation projects. All seaport projects shall benefit publicly maintained channels and harbors. Each seaport shall contribute matching funds for funded projects.

(d) Eligible projects shall include the acquisition and development of public boat ramps and launching facilities, including those in man-made, navigable waterways contiguous to “waterways” as defined in Rule 66B-2.003, F.A.C.

(2) Notification: The District will notify by direct mail, email and/or advertised public notice all eligible governmental agencies of the program and the upcoming authorized submission period.

(3) Project Approval: Approval of projects by the District shall be in accordance with these rules.

(4) Project Accessibility: Facilities or programs funded in whole or in part by program funds shall be made available to the general public of all of the member counties on a non-exclusive basis without regard to race, color, religion, age, sex or similar condition. Additionally, facilities funded in whole or in part by program funds, shall not require a paid membership for the general public of all of the member counties as a condition to use the facilities. User or entrance fees may be charged for the use of facilities funded in whole or in part by program funds, however such fees shall be reasonable and shall be the same for the general public of all of the member counties.

(5) Waterway Impacts: All development projects must be designed so as not to impact navigation along the District’s waterways through the placement of structures, attendant uses, or the necessity of a boating speed zone for safety purposes. Before applying for boating speed zone designation in District waterways because of a project funded by this program, the sponsor shall first receive approval from the Board. The Board will use the criteria found in Section 327.46(1), F.S., in determining whether to approve the proposed boating speed zone.

(6) Project Maintenance: The project sponsor shall be responsible for the operation, maintenance, and management of the project for the anticipated life of the project and shall be responsible for all expenses required for such purposes.

The project shall be maintained in accordance with the standards of maintenance for other similar local facilities and in accordance with applicable health standards. Project facilities and improvements shall be kept reasonably safe and in reasonable repair to prevent undue deterioration and to encourage public use. The project sponsor shall have full legal authority and financial ability to operate and maintain the project facilities.

(7) Education Facilities and Programs: Waterways related environmental education facilities and programs sponsored by the District shall occur at specially designated environmental education facilities located adjacent and contiguous to the waterways. It is the District's intent to consolidate its environmental education efforts in the least number of facilities within an area that will adequately serve the education needs of that area of the District.

(8) Public Information Availability: Public information produced with assistance from this program shall not be copyrighted and shall be provided free of cost, except for the cost of reproduction, to the public.

(9) Third-Party Project Operators: Projects that are being operated by a third party shall have sufficient oversight by the eligible project sponsor as determined by the Board. Such oversight, at a minimum, will include a project liaison that is a staff member of the eligible project sponsor, and oversight of the operating hours and admission fees of the facility by the eligible project sponsor through a legal agreement. All third party projects shall be open to the public in accordance with this rule.

(10) Non-compliance: The District shall terminate a project agreement and demand return of program funds disbursed to the project sponsor for non-compliance with any of the terms of the project agreement or this rule, if such non-compliance calls into question the ability of the applicant to complete the project. Failure of a project sponsor to comply with the provisions of this rule or the project agreement shall result in the District declaring the project sponsor ineligible for further participation in the program until such time as compliance has been met to the satisfaction of the District.

(11) Fees: Any public project eligible for District program funds that charges a fee or will charge a fee must create and maintain an enterprise fund for the public project that shall plan for and retain at all times sufficient funds for the ongoing maintenance of the facility during its project life. Accounting records of the previous five years of the public project's enterprise fund will be submitted as part of any subsequent assistance program application to the District.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1), (2) FS. History—New 12-17-90, Amended 2-3-94, 2-6-97, Formerly 16T-2.004, Amended 5-18-98, 3-31-99, 5-25-00, 3-21-01, 7-30-02, 3-3-04, 4-21-05, 4-1-09, 2-22-10, 3-7-11, 3-7-12, 1-27-14, 2-17-15.

66B-2.005 Funds Allocation.

The Board will allocate funding for this program based upon the District's overall goals, management policies, fiscal responsibilities and operational needs for the upcoming year. Funding allocations to navigation related districts, member counties and local governments shall be based upon the proportional share of the District's ad valorem tax collections from each county. If funds are determined to be available for the program, the District will notify potential eligible governmental agencies of the availability of program funding. Applications will be reviewed by the Board utilizing District Forms No. 91-25 and 91-25 (A) through (F) Waterways Assistance Program Application and Evaluation Worksheet (effective date 1/2014), hereby incorporated by reference and available at: <http://www.flrules.org/Gateway/reference.asp?No=Ref-03568>, and available from the District office or by download from the District's webpage at: www.aicw.org.

(1) Funding Assistance Availability: In as much as the District has other fiscal responsibilities and operational needs, financial assistance to eligible government agencies shall not exceed an amount equal to eighty (80) percent of the proportional share of the District's ad valorem tax collections from each county in which such agencies are located. The District may make an exception to this funding limitation, if funds are determined to be available based upon the District's overall goals, management policies, fiscal responsibilities and operational needs, or in counties that are recovering from a state of emergency declared under Chapter 252, F.S.

(2) Project Funding Ratio: All financial assistance and support to eligible governmental agencies shall require, at a minimum, equal matching funds from the project sponsor, with the exception of public navigation projects that meet the provisions of subsection 66B-2.005(6), F.A.C., land acquisition projects in accordance with subsection 66B-2.005(7), and Rule 66B-2.008, F.A.C., small-scale spoil island restoration and enhancement projects that meet the provisions of Rule 66B-2.014, F.A.C., derelict vessel projects consistent with Rule 66B-2.0015, F.A.C., and Waterway Cleanup Projects approved under Rule 66B-2.0016, F.A.C., and projects approved in counties recovering from a state of emergency.

Applicant's in-house costs are limited pursuant to paragraph 66B-2.008(1)(c), F.A.C. All financial assistance to seaports shall require equal matching funds. The District shall contribute no more than fifty percent (50%) of the local share of the cost of an inlet management or beach renourishment project. The District shall not contribute funding to both the state and local shares of an inlet management or beach renourishment project.

(3) Pre-agreement Expenses: The project sponsor shall not commence work on an approved project element prior to the execution of the project agreement unless authorized by the Board during the review and funding approval process. Board authorization of pre-agreement expenses will be given for the commencement of work prior to the execution of a project agreement if the Board determines that there is a benefit to the District, its waterways or its constituents. All project costs must be incurred and work performed within the project period as stipulated in the project agreement unless pre-agreement costs are approved by the Board. Pre-agreement expenses will be approved if they are consistent with the provisions of Rule 66B-2.008, F.A.C., and occur within the fiscal year of the grant application submission (October 1st to September 30th). Pre-agreement expenses, except for projects approved by the Board as multi-year projects, will be limited to fifty (50) percent of the project's total cost and if the expenses are eligible project expenses in accordance with this rule. Only one-half (1/2) or less of the approved pre-agreement expenses will be eligible for reimbursement funding from the District, except for projects approved by the Board as multi-year projects. The Board shall consider a waiver of the limitation on pre-agreement expenses for Small-Scale Derelict Vessel grants and land acquisition projects when the applicant demonstrates a direct need and benefit and the project is in accordance with the applicable provisions of Chapter 66B-2, F.A.C.

(4) Multi-Year Funding: The construction phase of projects that are large scale, involve multiple phases, have a construction time line of one year or longer, or are requesting a significant amount of assistance funding in relation to the total assistance available for the county where the project is located, will be reviewed and approved by the District Board for a multiple year period subject to budgeting and allocation pursuant to the provisions of Chapter 200, F.S. The determination by the Board to provide assistance funding on a multi-year basis can be made at any time during the application review process. All approved multi-year projects are limited to a maximum of two (2) additional funding requests.

(5) Inlet Management and Beach Renourishment: Projects and project elements in the categories of inlet management and beach renourishment shall be subject to the following provisions. The District shall contribute no more than fifty percent of the local share of the cost of the project. The District shall not contribute funding to both the state and local shares of an inlet management or beach renourishment project. Funding for the construction phase of an inlet management or beach renourishment project may be approved by the District Board for a multiple year period subject to budgeting and allocation pursuant to the provisions of Chapter 200, F.S. Additionally the following provisions shall be met for inlet management or beach renourishment projects:

(a) Inlet Management: Inlet management projects shall benefit public navigation within the District and shall be consistent with Department of Environmental Protection approved inlet management plans and the statewide beach management plan pursuant to Section 161.161, F.S. Prior to funding any inlet management project, the Board shall make a finding that the project is a benefit to public navigation in the District. Inlet management projects that are determined to be consistent with Department of Environmental Protection approved inlet management plans are declared to be a benefit to public navigation.

(b) Beach Renourishment: All projects in this category shall be consistent with the statewide beach management plan. Beach renourishment projects shall only include those beaches that have been adversely impacted by navigation inlets, navigation structures, navigation dredging, or a navigation project. Prior to funding any beach renourishment project, the Board shall make a finding that the beaches to be nourished have been adversely impacted by navigation inlets, navigation structures, navigation dredging or a navigation project. The determination of beach areas that are adversely impacted by navigation for the purposes of this program shall be made by Department of Environmental Protection approved inlet management plans. If state funding is not provided for a beach project, public access with adequate parking must be available in accordance with Chapter 161, F.S.

(6) Public Navigation: Projects or project elements in the category of public navigation that will qualify for up to seventy-five percent (75%) program funds must be within the Intracoastal Right-of-Way (ROW), or provide public navigation channel access to two or more publicly accessible launching, mooring or docking facilities. In addition, the following shall apply:

(a) Navigation channel dredging: The project sponsor must demonstrate that the source of channel sedimentation has been identified and is in the process of, or has been controlled, or that the frequency and amount of shoaling is such that dredging will provide an improvement to the channel that will last for twenty (20) years or more and therefore is more cost effective than identifying and correcting the cause of shoaling, or that the cost of identifying the source of channel sedimentation exceeds the cost of the dredging project.

(b) Navigation channel lighting and markers must be located on primary or secondary public navigation channels. Navigation projects or project elements that have one facility open to the public will qualify for up to fifty percent (50%) program funding. Dredging that is associated or ancillary to another use (such as a boat ramp, marina or pier) will be prioritized according to the associated use.

(7) Land Acquisition: Land acquisition projects shall qualify for a maximum of fifty (50) percent funding. All pre-agreement expenses for land acquisition must be completed within one-year of the date of application for funding. Except for acquisition of publicly owned spoil disposal site, all funded land acquisition projects must construct the required boating access facility within 7 years of completion of the land acquisition, or the District may require the applicant to refund the program funding. Immediately upon acquiring title to the land, the applicant shall record a declaration of covenants in favor of the District stating that if the required boating access facility is not constructed within 7 years and dedicated for the public use as a boating access facility in perpetuity after completion of construction, the District shall require the applicant to refund the program funding.

(8) Seaport Funding Eligibility: Financial assistance to seaports may exceed the proportional share of the District's ad valorem tax collections as set forth in subsection 66B-2.005(1), F.A.C., from the county in which such seaport is located if the seaport can demonstrate that a regional benefit occurs from the port's activities. Financial assistance to a seaport project that demonstrates a regional benefit shall not exceed an amount equal to (i) the proportional share of the District's ad valorem tax collections as set forth in subsection 66B-2.005(1), F.A.C., from the counties where the benefit is demonstrated less (ii) funding allocated in the same fiscal year to all other local government projects funded in those counties.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1), (3) FS. History--New 12-17-90, Amended 6-24-93, 9-5-96, 2-6-97, Formerly 16T-2.005, Amended 5-17-98, 8-26-99, 3-21-01, 7-30-02, 3-3-04, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 4-1-09, 3-7-11, 3-7-12, 4-10-13, 1-27-14, 5-15-16, 3-25-21.

66B-2.006 Application Process.

(1) Application Period: With the exception of eligible Disaster Relief Projects, eligible Small-Scale Spoil Island Restoration and Enhancement Projects eligible Small-Scale Derelict Vessel Applications and Waterway Cleanup Events, all applications for assistance through this program will be submitted during the authorized submission period that shall be established by vote of the Board at a scheduled meeting.

(2) Application Forms: Florida Inland Navigation District Waterways Assistance Program Project Application FIND Form Number 90-22 (effective date 4-24-06) and the Waterway Assistance Program Application and Evaluation Worksheet No. 91-25 and 91-25 (A) through (F) (effective date 1/2014) are hereby incorporated by reference and available from the District office. With the exception of projects eligible under the Small-Scale Spoil Island Restoration and Enhancement program, the Small-Scale Derelict Vessel program, and eligible Waterway Cleanup Events, all applications for financial assistance and support through this program from member counties and local governments shall be made on Form Number FIND 90-22 and the Waterway Assistance Program Project Application and Evaluation Worksheet No. 91-25 and 91-25 (A) through (F) and shall include a detailed cost estimate submitted on FIND Form No. 90-25, Florida Inland Navigation District Assistance Program Project Cost Estimate, (effective date 4-24-06), hereby incorporated by reference and available from the District office. In addition, all applicants shall submit a complete and detailed Project Timeline (FIND FORM No. 96-10) (effective date 4-15-07).

(3) Sponsor Resolution: The project sponsor shall approve the submission of an application by official resolution from its governing board or commission. Said resolution shall be made on FIND Form No. 90-21, Resolution for Assistance Under the Florida Inland Navigation District Waterways Assistance Program (effective date 10-14-92), hereby incorporated by reference and available from the District office.

(4) Attorney's Certification: If the application is for a project that is a land based development project the applicant shall submit an Attorney's Certification of Title, FIND Form Number 94-26 (effective date 5-25-00), hereby incorporated

by reference and available from the District office.

(5) Maps and Geographic Information: All applicants shall be required to submit, at minimum, the following geographic information: A County location map, a project location map, a project boundary map, and a clear and detailed site development map for land development projects.

(6) Application Review: Applicants shall obtain the local FIND Commissioner's initials on Form No. 90-26 prior to submitting the application to the District office. It is the applicant's responsibility to make timely arrangements for the local FIND Commissioner's review. In the absence of extenuating circumstances outside of the applicant's control as determined by the Board of Commissioners, an application shall not be considered complete if it does not include the local FIND commissioner's initials on Form No. 90-26. Upon receipt in the District office, staff will review the applications for completeness of the informational requirements identified in the Application Checklist, FIND Form Number 90-26 (effective date 7-30-02), and for compliance with the eligibility requirements of this rule. When an application is determined by staff to be incomplete or ineligible, staff will immediately inform the applicant by mail. The applicant will then have until the date established by the Board in the application package to bring the application into compliance. If the applicant fails to provide a complete application in compliance with these rules, the application will not be considered for funding. In order to have a complete application, the applicant shall not only submit the forms required under Rule 66B-2.006, F.A.C., and any other information requirements identified in the Application Checklist (FIND Form Number 90-26), but such forms and other submitted information must be completely filled out, executed as applicable, and also establish compliance with Chapter 66B-2, F.A.C.

(7) Interlocal Agreements: Applications that the Board determines will directly benefit the maintenance of the Atlantic Intracoastal Waterway channel as documented by the District's long range dredged material management plans, will directly benefit the maintenance of the Okeechobee Waterway channel as documented by the District's long range dredged material management plan, will directly benefit the maintenance or improvement of District property, right-of-way or navigation interests, or have multiple funding partners including the Corps of Engineers as the project manager can qualify for project assistance through an interlocal agreement pursuant to Chapter 163 or Section 374.984(6)(a), F.S. District staff will identify these applications and present them to the Board for their determination as to funding. Interlocal agreement projects shall comply with all other provisions of this rule, except for pre-agreement expenses, permitting and property control requirements.

(8) Application Presentations: Applications determined to be complete and in compliance with this rule will be forwarded to the Board for review and then scheduled for presentation to the Board at a scheduled meeting of the Board. Applicants can decline to make a presentation to the Board by submitting a written request.

(9) Application Evaluation and Rating Score: Following the presentations, the Board will review the applications and evaluate them using the Waterways Assistance Program Application and Evaluation Worksheets No. 91-25 (A) through (F) for Waterways Assistance Program applications. The total points awarded to each application by the Commissioners will be averaged to determine an application's final rating score. The final rating score for each application must equal or exceed 35 points for the application to be considered for funding assistance. Reconsideration of any application with a final rating score of less than 35 points will only occur if the majority of the Commissioners evaluating the project rated the project equal to or exceeding 35 points and two-thirds of the Commissioners vote for reconsideration of the application. Only Applicants that are eligible under Rule 66B-2.0061, F.A.C., "Disaster Relief Applications," shall complete FIND Form No. 91-25F Emergency Re-Construction (effective date 4-24-06, 1/2014).

(10) Funding Determination: The Board will hold a funding allocation meeting at which time the Board will determine the allocation of funds, if any, to each project and the projects will be ranked by overall average score to facilitate final funding decisions by the Board. Allocations will be based in part upon the cumulative score of the applications as calculated from the Project Evaluation and Rating Form. Allocations will also be based upon the specific needs of the individual counties.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 12-17-90, Amended 9-2-92, 6-24-93, 4-12-95, Formerly 16T-2.006, Amended 5-25-00, 3-21-01, 7-30-02, 3-20-03, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 3-7-11, 1-27-14.

66B-2.0061 Disaster Relief Applications.

Disaster Relief applications may be submitted to the District and considered by the Board at any time during the year to provide assistance to an eligible applicant for the removal of navigation obstructions and repair or replacement of

waterway facilities damaged by a declared natural disaster. Applicants for Disaster Relief shall use the same forms listed in subsection 66B-2.006(2), F.A.C. The District shall consider these applications in accordance with these rules.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 6-24-93, Amended 2-6-97, Formerly 16T-2.0061, Amended 4-24-06, 3-25-21.

66B-2.007 Application Form.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 12-17-90, Amended 6-24-93, 2-3-94, 4-12-95, Formerly 16T-2.007, Repealed 7-30-02.

66B-2.008 Project Eligibility.

(1) Eligible Projects: Financial assistance and support through this program shall be used to plan or carry out public navigation and anchorage management, public recreation, environmental education, boating safety, acquisition and development of spoil sites and publicly owned commercial/industrial waterway access directly related to the waterways, acquisition and development of public boat ramps, launching facilities and boat docking and mooring facilities, inlet management, maritime management planning, environmental mitigation and beach renourishment.

(a) Program funds may be used for projects such as acquisition, planning, development, construction, reconstruction, extension, or improvement, of the following types of projects for public use on land and water. These project types will be arranged into a priority list each year by vote of the Board. The priority list will be distributed to applicants with the project application.

1. Public navigation channel dredging,
2. Public navigation aids and markers,
3. Inlet management projects that are a benefit to public navigation in the District,
4. Public shoreline stabilization directly benefiting the District's waterway channels,
5. Acquisition and development of publicly owned spoil disposal site and public commercial/industrial waterway access,
6. Waterway signs and buoys for safety, regulation or information,
7. Acquisition, dredging, shoreline stabilization and development of public boat ramps and launching facilities,
8. Acquisition, dredging, shoreline stabilization and development of public boat docking and mooring facilities,
9. Derelict Vessel Removal,
10. Waterways related environmental education programs and facilities,
11. Public fishing and viewing piers,
12. Public waterfront parks and boardwalks and associated improvements,
13. Maritime Management Planning,
14. Waterways boating safety programs and equipment,
15. Beach renourishment on beaches adversely impacted by navigation inlets, navigation structures, navigation dredging, or a navigation project; and,
16. Environmental restoration, enhancement or mitigation projects; and,
17. Other waterway related projects. Waterway projects that do not meet specific criteria in subsection 66B-2.005(5) or (6) or subparagraphs 66B-2.008(1)(a)1.-16., F.A.C., but are located on eligible waterways shall be considered for funding under the priority listing of "other waterway related project" and eligible for 25% funding.

(b) Ineligible Projects or Project Elements. Project costs ineligible for program funding or matching funds will include: contingencies, miscellaneous, reoccurring personnel related costs, irrigation equipment, ball-courts, park and playground equipment, and any extraneous recreational amenities not directly related to the waterway such as the following:

1. Landscaping that does not provide shoreline stabilization or aquatic habitat,
2. Restrooms for non-waterway users,
3. Roadways providing access to non-waterway users,
4. Parking areas for non-waterway users,
5. Utilities for non-waterway related facilities,
6. Lighting for non-waterway related facilities,

7. Project maintenance and maintenance equipment,
8. Picnic shelters and furniture for non-waterway related facilities,
9. Vehicles to transport vessels; and,
10. Operational items such as fuel, oil, etc.
11. Office space that is not incidental and necessary to the operation of the main eligible public building; and,
12. Conceptual project planning, including: public surveys, opinion polls, public meetings, organizational conferences; and,
13. Inlet maintenance.

(c) Project Elements with Eligibility Limits: Subject to approval by the Board of an itemized expense list:

1. The following project costs will be eligible for program funding or as matching funding if they are performed by an independent contractor:
 - a. Project management, administration and inspection,
 - b. Design, permitting, planning, engineering or surveying costs for completed construction project,
 - c. Restoration of sites disturbed during the construction of an approved project,
 - d. Equipment costs.

Before reimbursement is made by the District on any of the costs listed in subparagraph 1., above, a construction contract for the project, approved and executed by the project sponsor and project contractor must be submitted to the District.

2. Marine fire-fighting, Marine law enforcement and other vessels are eligible for a maximum of \$125,000 in initial District funding. All future replacement and maintenance costs of the vessel and related equipment will be the responsibility of the applicant.

3. Waterway related environmental education facility funding will be limited to those project elements directly related to the District's waterways.

(d) Phasing of Projects: Applications for eligible waterway projects may be submitted as a phased project where Phase I will include the design, engineering and permitting elements and Phase II will include the construction of the project. A description and cost estimate of the Phase II work shall be submitted along with the Phase I application for Board review.

(2) Property Control: The site of a new proposed land-based development project, with the exception of those projects requesting Small-Scale Spoil Island Restoration and Enhancement funding, shall be dedicated for the public use for which the project was intended for a minimum period of 35 years after project completion. Such dedication shall be in the form of a deed, lease, management agreement or other legally binding document and shall be recorded in the public property records of the county in which the property is located. This property control requirement also applies to a project site owned by another governmental entity. The governmental entity that owns the project site may be joined as a co-applicant to meet this property control requirement. Existing land based development projects that are being repaired, replaced or modified must demonstrate that the project site has been dedicated for public use for at least 25 years with at least 10 years remaining on the dedication document. Property shall also be deemed dedicated for public use if:

(a) The property has been designated for the use for which the project is intended (even though there may have been no formal dedication) in a plat or map recorded prior to 1940, or

(b) The project sponsor demonstrates that it has had exclusive control over the property for the public use for which the project is intended for a period of at least 30 years prior to submission of the application, or

(c) There is no ongoing litigation challenging the designated use of the property as shown on the plat or map, nor has there been any judicial determination contrary to the use by the public for the use shown on the plat or map.

(3) Permits: The project sponsor is responsible for obtaining and abiding by any and all federal, state and local permits, laws, proprietary authorizations and regulations in the development and operation of the project. Applicants for construction projects that include elements that require state or federal environmental permits or proprietary authorizations will demonstrate that all required environmental permitting and authorizations will be completed by the third Monday in September. This demonstration will be by submission of the required environmental permit(s) and authorizations, or by submission of a letter from the agency(s) stating that a permit or authorization is not required. Failure to timely submit the required environmental permits and authorizations or letters stating such permits or authorizations are not required shall result in the application not being considered for funding.

(4) Public Marina Qualifications: All public marina projects funded through this program shall include sewage

pumpout facilities for vessels, unless the applicant can demonstrate that inclusion of such a facility is physically, operationally or economically impracticable. All public marina projects funded through this program shall have at least ten percent (10%) of their slips or mooring areas available for transient vessels. Public marina dockage rates shall be within market comparison of the dockage rates of other area marinas. The public marina will be required to establish and maintain an accounting of the funds for the facility and shall plan for and retain at all times sufficient funds for the ongoing maintenance of the facility during its project life.

(5) The District may assist eligible local governments with efforts to prepare and implement a comprehensive maritime management plan. The plan shall be utilized by the eligible government to promote and maximize the public benefit and enjoyment of eligible waterways, while identifying and prioritizing the waterway access needs of the community. The plan should not duplicate any existing or ongoing efforts for the same waterway or water shed, nor shall the District participate in any effort that does not address the basic maritime needs of the community.

(a) Existing plans may be updated at reasonable intervals or amended to include waterway areas previously not included in the original effort. Public, government, environmental, industry and other pertinent interest groups shall be solicited and included for input in the planning process.

(b) The plan shall be utilized as a tool to provide a minimum 5-year planning analysis and forecast for the maritime needs of the community, and shall include, at minimum, the following:

1. Public boat ramp and ramp parking inventory and analysis.
2. Public mooring and docking facility analysis, including day docks and transient slips.
3. Commercial and working waterfront identification and needs analysis.
4. The identification, location, condition and analysis of existing and potential navigation channels.
5. An inventory and assessment of accessible public shorelines.
6. Public Waterway transportation needs.
7. Environmental conditions that affect boat facility siting, a current resource inventory survey, and restoration opportunities.
8. Economic conditions affecting the boating community and boating facilities.
9. Acknowledgment and coordination with existing data and information, including an emphasis on the Intracoastal Waterway.

(c) Projects requested for assistance program funding shall be consistent with the applicant's maritime management plan. The applicant should utilize the plan to assist in prioritizing waterway improvement projects.

(6) All eligible environmental restoration, enhancement or mitigation projects as well as the environmental restoration, enhancement or mitigation components of other types of projects shall be required to pursue and assign any available mitigation credits to the District for that share of the project funded through the District's Assistance Program. All eligible environmental restoration, enhancement or mitigation projects shall provide public access where possible.

(7) Final Decisions: The Board will make all final decisions on the eligibility of a Project or specific project costs.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1)-(3) FS. History--New 12-17-90, Amended 9-2-92, 6-24-93, 2-3-94, 4-12-95, 9-5-96, 2-6-97, Formerly 16T-2.008, Amended 5-17-98, 3-31-99, 5-25-00, 3-21-01, 7-30-02, 3-20-03, 3-3-04, 4-15-07, 3-25-08, 4-1-09, 2-22-10, 3-7-11, 3-7-12, 1-27-14, 2-17-15, 2-21-16, 3-25-21, 3-9-23, 3-11-24.

66B-2.009 Project Administration.

The District will appoint a project manager who shall be responsible for monitoring the project and the project agreement. The project manager shall also be responsible for approving all reimbursement requests. The project sponsor shall appoint a liaison agent, who will be a member of the eligible applicant's staff, to act on its behalf in carrying out the terms of the project agreement. Administration of the project will be as follows:

(1) Project Agreement: For each funded project, the District and the project sponsor will enter into a project agreement. The project agreement shall be executed and returned by the project sponsor within six (6) months of the approval of the project funding and prior to the release of program funds, setting forth the mutual obligations of the parties concerning the project. The project agreement shall incorporate the applicable policies and procedures of the program as outlined in this rule. Project agreements will be for a two-year period with the possibility for one, one-year extension. Any request for a one-year extension of funding shall require submittal by the PROJECT SPONSOR of a request for extension to the DISTRICT no later than July of fiscal year two of the approved project. This request will then be

considered by the DISTRICT Board, whose decision shall be final. In review of these requests, the Board will take into consideration the current status and progress of the project and the ability of the applicant to complete the project within one additional year.

(2) Matching Funds: The project sponsor shall clearly identify and enumerate the amount and source of the matching funds it will be using to match the program funds supplied by the District for an approved project. The project sponsor shall provide suitable evidence that it has the matching funds available at the time the project agreement is executed.

(3) Agreement Modification: All proposed changes to the project agreement must be submitted to the District in writing by the project sponsor accompanied by a statement of justification for the proposed changes. All project agreement amendments shall be approved by the District Board, except that the Executive Director may approve a minor project agreement amendment for a project within a county with the local District commissioner's concurrence. A minor project amendment shall not change the approved project's category, result in a reallocation of more than 35% of the approved funding of the project among project elements, nor allow for a greater than 35% change in the project scale or scope of work. Project agreement amendments will not include a change to the approved project's location or a change in the approved project's purpose or project type. Agreed changes shall be evidenced by a formal amendment to the project agreement and shall be in compliance with these rules.

(4) Project Reporting: The liaison agent will submit quarterly reports to the project manager summarizing the work accomplished since the last report, problems encountered, percentage of project completion and other appropriate information. These reports shall continue throughout the length of the project period until completion of the project. The report shall be submitted on Form 95-02, "Assistance Program Project Quarterly Status Report," dated 7-30-02, hereby incorporated by reference and available at the District office. A Final Project Report shall be submitted at the completion of the project and shall at minimum include: project summary, photo of completed project, final cost, project benefits to the waterway and location address.

(5) Reimbursement Requests: The liaison agent may submit periodic reimbursement requests during the project period in accordance with Rule 66B-2.011, F.A.C. The project manager will approve or disapprove all reimbursement requests. The final payment of program funds will be made upon certified completion of the project by the District.

(6) Project Inspection: Upon reasonable request, the project manager shall have the right to inspect the project and any and all records relating to the project.

(7) Project Completion: The project shall be completed within three (3) years of the date of the beginning of the District's first fiscal year for which the project was approved. If the completion of a project is impacted by a declared state of emergency and the Board waives this rule section, the extension of time granted shall not exceed one additional three (3) year period.

(8) Project Completion Requirements: Upon completion of the project, the liaison agent shall provide the following to the project manager:

(a) A Project Completion Certificate, FIND Form No. 90-13 (effective date 7-30-02), hereby incorporated by reference and available from the District office, which certifies that the project was completed in accordance with the project agreement and the final project plans.

(b) A final reimbursement request accompanied by all required billing statements and vouchers.

(c) Photograph(s) showing the installation of the sign required by Rule 66B-2.013, F.A.C.

(d) Photograph(s) of the completed project clearly showing the program improvements.

(9) Project Completion Review: The project manager will review the project completion package and will authorize or reject the final reimbursement payment which will include all retained funds from previous requests.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 12-17-90, Formerly 16T-2.009, Amended 3-21-01, 7-30-02, 3-7-11, 1-27-14, 3-25-21.

66B-2.010 Project Agreement.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 12-17-90, Amended 9-5-96, Formerly 16T-2.010, Amended 3-21-01, Repealed 7-30-02.

66B-2.011 Reimbursement.

The District shall release program funds in accordance with the terms and conditions set forth in the project agreement.

This release of program funds shall be on a reimbursement only basis. The District shall reimburse the project sponsor for project costs expended on the project in accordance with the project agreement. Project funds to be reimbursed will require the submission of a Reimbursement Request Form and required supporting documents, FIND Form No. 90-14 (effective date 7-30-02) hereby incorporated by reference and available from the District office.

(1) Authorized Expenditures: Project funds shall not be spent except as consistent with the project agreement cost estimate that was approved by the Board, which shall be an attachment to the project agreement. This cost estimate will establish the maximum funding assistance provided by the District and the percentage of funding provided by each party to the project. The District will pay the lesser of:

- (a) The percentage total of project funding that the Board has agreed to fund, or
- (b) The maximum application funding assistance amount.

(2) Phase I Reimbursement: In accordance with these rules, reimbursement cannot be made on a Phase I application until a construction contract is executed by the applicant for the construction phase of the project. If the Phase I project is completed but a construction contract is not executed by the three (3) year project deadline, then the District shall only allow one (1) year from the Phase I project deadline to enter into the required construction contract before the Phase I funding is cancelled.

(3) Reimbursement Requests: All project costs shall be reported to the District and summarized on the Reimbursement Request Form. All requests for reimbursement shall include supporting documentation such as billing statements for work performed and cancelled payment vouchers for expenditures made.

(4) Retainage: The District shall retain ten percent (10%) of all reimbursement payments until final certification of completion of the project. The District shall withhold any reimbursement payment, either in whole or part, for non-compliance with the terms of this agreement.

(5) Check Presentations: A District representative shall present the final reimbursement check to the project sponsor during a public commission meeting or public dedication ceremony for the project facility.

(6) Recovery of Additional Project Funding: If the project sponsor receives additional funding for the project costs from another source that was not identified in the original application and that changes the agreement cost-share percentage, the project sponsor shall proportionately reimburse the District's program funds equal to the cost-share percentage in the approved project agreement. The project sponsor shall promptly notify the District of any project payments it receives from a source other than the District.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History--New 12-17-90, Amended 6-24-93, Formerly 16T-2.011, Amended 3-31-99, 7-30-02, 3-7-11.

66B-2.012 Accountability.

The following procedures shall govern the accountability of program funds:

(1) Accounting: Each project sponsor is responsible for maintaining an accounting system which meets generally accepted accounting principles and for maintaining such financial records as necessary to properly account for all program funds.

(2) Quarterly Reports: The project sponsor shall submit quarterly project status reports to FIND in accordance with subsection 66B-2.009(4), F.A.C.

(3) Completion Certification: All required final completion certification documents and materials as outlined in subsection 66B-2.009(8), F.A.C., of this rule shall be submitted to the District prior to final reimbursement of program funds.

(4) Auditing: All project records including project costs shall be available for review by the District or by an auditor selected by the District for 3 years after completion of the project. Any such audit expenses incurred shall be borne entirely by the project sponsor.

(5) Project Records: The project sponsor shall retain all records supporting project costs for three years after either the completion of the project or the final reimbursement payment, whichever is later, except that should any litigation, claim, or special audit arise before the expiration of the three year period, the project sponsor shall retain all records until the final resolution of such matters.

(6) Repayment: If it is found by any State, County, FIND, or independent audit that program funds have not been used in accordance with this rule and applicable laws, the project sponsor shall repay the misused program funds to the

District.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History--New 12-17-90, Formerly 16T-2.012, Amended 7-30-02.

66B-2.013 Acknowledgement.

The project sponsor shall erect a permanent sign, approved by the District, at the entrance to the project site which indicates the District's participation in the project. This sign shall contain the FIND logo. In the event that the project sponsor erects a temporary construction sign, this sign shall also recognize the District's participation. If the final product of the project is a report, study or other publication, the District's sponsorship of that publication shall be prominently indicated at the beginning of the publication. If the project results in an educational display, the District's logo and a statement of the District's participation in the project shall be contained in the display.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History--New 12-17-90, Formerly 16T-2.013, Amended 2-22-10.

66B-2.014 Small-Scale Spoil Island Restoration and Enhancement Projects.

Proposals shall be accepted for the restoration or enhancement of spoil islands and natural islands within the District's waterways for recreational, navigational, educational, and environmental purposes. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure – A Request for Proposals procedure will be used to request proposals for consideration. Proposals shall follow the format described in FIND Document #03-02, Call for Proposals – Small-Scale Spoil Island Restoration and Enhancement Program (effective date 7-30-02), hereby incorporated by reference and available from the District office. Proposals may be submitted to the District and considered by the Board at any time during the year.

(2) Matching Funds: Small-scale spoil island restoration and enhancement may qualify for up to ninety percent (90%) program funds. The applicant's ten percent (10%) matching funds may include in-kind contribution pursuant to paragraph 66B-2.014(4)(b), F.A.C.

(3) Eligibility: All proposals must meet the following eligibility criteria to be considered for funding:

(a) Management Plan Compliance: Projects shall be in compliance with the provisions of any Spoil Island Management Plans or other management plans that govern the Project site.

(b) Property Control: The Project Sponsor must have written property rights on the Project site to construct and maintain the Project for a minimum of five years. Such property rights can be in the form of a lease, interlocal agreement, use agreement or other legal form approved by the District. The applicant shall include a map clearly delineating the location of all proposed work included in the application.

(4) Funds Allocation: Funds shall be allocated pursuant to Rule 66B-2.005, F.A.C., subject to the exceptions identified in this rule, and with the following additions:

(a) The District shall fund a maximum of up to \$10,000 per project, not to exceed \$30,000 per County, per fiscal year.

(b) The Project Sponsor may contribute in-kind construction labor; such in-kind construction labor costs will be valued at the Independent Sector estimated national value of each volunteer hour. No administrative costs can be incorporated into the Project as Project costs.

(c) The funding provided by the District shall only be allocated for specific Project expenses such as construction materials, trash removal and management, sign installation, plant materials, herbicides, etc. The funding provided by the District shall not be allocated for parties, food or beverages.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History--New 7-30-02, Amended 4-24-06, 3-7-11, 3-25-21, 3-11-24.

66B-2.015 Small-Scale Derelict Vessel Removal Projects.

Proposals shall be accepted for financial assistance for the removal of derelict vessels within the District's waterways. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure – Applications shall be submitted on a completed FIND Form No. 05-01 (Small-Scale

Derelict Vessel Removal Program) (effective date 4-24-06), and FIND Form No. 01-06 (Small-Scale Derelict Vessel Removal Program – Project Cost Estimate), (effective date 4-24-06), hereby incorporated by reference and available from the District office. Applications may be submitted to the District and considered by the Board at any time during the year.

(2) The District shall only fund applicants that have identified derelict vessels to be removed and have a current bid for removal for such vessels, or have completed the removal of such vessels within the 6 months preceding the application, subject to eligibility under these program rules.

(3) The program must be sponsored by an eligible government agency or not-for-profit organization.

(4) District funding shall be limited to \$150,000.00 per county, per year, provided on a reimbursement basis only. The limitation on pre-agreement expenses may be waived by the Board in accordance with subsection 66B-2.005(3), F.A.C.

(5) The eligible applicant must provide the remaining matching funds for project completion. In no case shall the District's cost-share contribution exceed 75% of the total project costs. In-house project management or administration costs are not eligible costs or matching costs.

(6) The derelict vessel must be located in the District's Waterways, as defined in Rule 66B-2.003, F.A.C. The applicant shall include a map clearly delineating the location of all vessels included in the application.

(7) The District shall be recognized when possible in all written, audio or video advertising and promotions as a participating sponsor of the program.

(8) The funding provided by the District shall only be allocated for removal of derelict vessels. The District is providing program reimbursement funds only and shall be held harmless with regards to the activities initiated by the applicant.

(9) The applicant shall be responsible for all maintenance, management, disposal and operating expenses associated with the program.

(10) Funds derived from the sale of any derelict vessels or vessel parts removed through this grant program must be reinvested into the applicant's derelict vessel removal program.

(11) The District Board shall make all final decisions concerning the provision of funding for this program.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History--New 4-24-06, Amended 4-15-07, 3-25-08, 3-7-11, 1-27-14, 3-25-21, 3-9-23, 3-11-24.

66B-2.016 Waterways Cleanup Events.

Proposals shall be accepted for financial assistance for the organized removal of refuse within the District's waterways. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure: Prior to the event, a request for funding shall be submitted to the District by means of a cover letter detailing the occurrence of the cleanup, contact information, a map of the cleanup locations and the general parameters of the event. In addition, the Applicant will submit a detailed budget clearly delineating the expenditure of all District funds, as well as the overall general budget of the event. Proposals may be submitted to the District and considered by the Board at any time during the year.

(2) Availability: The District shall fund a maximum of one clean-up program per waterway, per year within a county, with exception to the provisions of subsections (8) through (10), below.

(3) Applicant Eligibility: The clean-up program must be sponsored by a government agency or a registered not-for-profit corporation.

(4) Funding: District funding shall be limited to \$5,000 per waterway, per county, except for the provisions of subsections (8) through (10), below.

(5) The District shall be recognized in all written, online, audio or video advertising and promotions as a participating sponsor of the clean-up program.

(6) Funding Eligibility: The funding provided by the District shall only be allocated to reimburse the applicant for out of pocket expenditures related to specific cleanup program expenses such as trash bags, trash collection, haul and landfill fees, gloves, advertising, T-shirts, and related expenses. The funding provided by the District shall not be allocated for parties, meetings, food or beverages.

(7) The District Board shall make all final decisions concerning the provision of funding for a clean-up program. In addition to the requirements stated above, a cleanup program implementing all of the following additional incentives

will qualify for up to additional \$5,000 in clean up funds.

(8) The clean-up program budget must provide equal or greater matching funds for all Navigation District funding.

(9) The applicant shall tally and report the composition and location of the waterway-related debris, with the goal to show definitive progress in the amount of refuse collected, a reduction in the overall debris in the waterway, or an increase in the number of additional waterway areas included in the clean up.

(10) For each additional \$1,000 in Navigation District funding, the applicant shall coordinate a minimum of one waterway collection point or clean up area, or an applicant can conduct an additional waterway cleanup program for the waterway areas.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 3-7-11.

EXHIBIT C
FLORIDA INLAND NAVIGATION DISTRICT
ASSISTANCE PROGRAM

Matching Funds Certification

Sponsor: _____

Project Title: _____ Project #: _____

Source of Matching Funds: _____

Amount of Matching Funds: _____

I hereby certify that the above referenced project Sponsor, as of
October 01, 2023, has the required matching funds for the accomplishment of the
referenced project in accordance with the Waterways Assistance Program Project
Agreement between the Florida Inland Navigation District and
the Sponsor, dated

_____.*

Project Liaison Name: _____

Project Liaison Signature: _____

Date: _____

*S. 837.06 Florida Statutes, False official statements. - Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 F.S.

EXHIBIT D

**FLORIDA INLAND NAVIGATION DISTRICT
ASSISTANCE PROGRAM
PAYMENT REIMBURSEMENT REQUEST FORM**

PROJECT NAME: _____ PROJECT #: _____

PROJECT SPONSOR: _____ BILLING #: _____

Amount of Assistance	A.	_____
Less Previous Total Disbursements	B.	_____
and Less Previous Total Retainage		
Held Balance Available	=	_____

Funds Requested This Disbursement

Funds Requested	C.	_____
Less Retainage (-10% unless final)	D.	_____
Check Amount	=	_____

Amount of Assistance		_____
Less Total Prior and Current		
Payments Including all retainage		
held (B+C)	=	_____
= Balance Remaining		

SCHEDULE OF EXPENDITURES

Expense Description (Should correspond to Cost Estimate Sheet Categories in Exhibit "A")	Check No. Vendor Name and Date	Total Cost	Applicant Cost	FIND Cost
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EXHIBIT D (CONTINUED)

SCHEDULE OF EXPENDITURES

Expense Description (Should correspond to Cost Estimate Sheet Categories in Exhibit "A")	Vendor Name	Check No. and Date	Total Cost	Applicant Cost	FIND Cost
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Certification for Reimbursement: I certify that the above expenses were necessary and reasonable for the accomplishment of the approved project and that these expenses are in accordance with Exhibit "A" of the Project Agreement. *

Project Liaison

Date

*S. 837.06 Florida Statutes, False official statements. - Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 F.S.

EXHIBIT E
FLORIDA INLAND NAVIGATION DISTRICT ASSISTANCE PROGRAM
Project Completion Certification

Sponsor: _____

Project Title: _____ Project #: _____

I hereby certify that the above referenced project was completed in accordance with the Assistance Program Project Agreement between the Florida Inland Navigation District and _____, dated _____, 20____, and that all funds were expended in accordance with Exhibit "A" and Paragraph 1 of the Project Agreement. *

Project Liaison Name: _____

Project Liaison Signature: _____

Date: _____

*S. 837.06 Florida Statutes, False official statements. - Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 F.S.

EXHIBIT F

**ASSISTANCE PROGRAM PROJECT
QUARTERLY STATUS REPORT**

PROJECT NO. _____

PROJECT TITLE: _____

PROJECT SPONSOR: _____

REPORT PERIOD (Please place an " X " in front of the report period and complete the year in the table below.)

___ Oct-Dec 20__	___ Jan-Mar 20__	___ April-June 20__	___ July-Sept 20__
Report Due: (Dec 30)	(March 30)	(June 30)	(Sept 30)

WORK ACCOMPLISHED:

PROBLEMS ENCOUNTERED:

PERCENTAGE COMPLETION:

OTHER NOTABLE ITEMS:

EXHIBIT G
ASSISTANCE PROJECT SCHEDULE

OCTOBER 2024-	Project Agreement Executed, Project Initiates.	
DECEMBER 30, 2024-	First Quarterly Report Due. -	Use Quarterly Status Report Form Exhibit F
MARCH 30, 2025-	Second Quarterly Report Due.	http://www.aicw.org/assistance_programs/waterway_assistance_programs/index.php
JUNE 30, 2025-	Third Quarterly Report Due.	
SEPTEMBER 30, 2025-	Fourth Quarterly Report Due.	
DECEMBER 30, 2025-	Fifth Quarterly Report Due.	
MARCH 30, 2026-	Sixth Quarterly Report Due.	
JUNE 30, 2026-	Seventh Quarterly Report Due.	

NOTE: *If the project will not be completed and all close out paperwork submitted by September 30th, a request for a 1-year extension of the completion date of the project should be submitted with the June 2026 quarterly report.*

SEPTEMBER 1-30, 2026- Work on Closeout paperwork
Closeout paperwork consists of :

1. Project Completion Certificate, FIND Form No. 90-13 (effective date 7-30-02), which certifies that the project was completed in accordance with the project agreement and the final project plans.
2. A final reimbursement request accompanied by all required supporting documentation including bills and canceled payment vouchers for expenditures.
3. Photograph(s) showing the installation of the sign required by Rule 66B-2.013, F.A.C.
4. Photograph(s) of the completed project clearly showing the program improvements. (jpg or tif format)
5. A Final Project Report (1-2 pages) that shall at minimum include: project name and address, project summary, final cost, and project benefits to the waterway.

SEPTEMBER 30, 2026 - End of Grant. All work must be complete closeout paperwork submitted.
October 2026- finish processing closeout paperwork, perform project inspection and submit final reimbursement check and coordinates check presentation with sponsor.

NOTE: ANY MODIFICATIONS to the PROJECT shall require advance notice and prior written approval of the District. The appropriate timing for modifications to the project cost estimate, Exhibit A, would be after receipt of bids.

***NON-COMPLIANCE by the PROJECT SPONSOR with the reporting schedule in Exhibit G may result in revocation of this agreement pursuant to Section 13 of the project agreement.**

EXHIBIT H

http://www.aicw.org/studies_and_information/bids_files_plans_logos/logos.php#revize_document_center_rz617





City of Dania Beach Public Services Memorandum

DATE: 3/11/2025

TO: Mayor and Commissioners

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

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

**SUBJECT: APPROVAL OF THE CRAVEN THOMPSON AND ASSOCIATES
PROPOSAL FOR THE GRIFFIN MARINE BOAT RAMP
ENVIRONMENTAL, ENGINEERING, AND CONSTRUCTION
ADMINISTRATIVE SERVICES**

Request:

The Public Services Department (PSD) requests approval of a proposal from Craven Thompson and Associates (CTA) for environmental and civil engineering services in the amount of \$97,710.

Background:

The Griffin Marine Boatr Ramp design phase is substantially complete. Additional funding is required to cover the environmental services necessary for completing a grant and permit applications as well as responding to agency requests for additional information. These agencies include the Army Corps of Engineers (ACOE), Broward County Resiliency & Environmental Department (BCRED), Florida Department of Environmental Protection (FDEP), Florida Inland Navigation District (FIND), and South Florida Water Management District (SFWMD).

The proposal also includes engineering services for the development of technical specifications and bid process assistance. Additionally, construction administration services are required, including structural engineering support to address RFIs, review submittals, attend meetings, and conduct site visits/inspections. Further services encompass change order review and assistance, shop drawing review, and project close-out support.

Budgetary Impact

Funding for this proposal will be appropriated from a grant provided by the Florida Inland Navigation District (FIND) complemented by matching funds from the General Fund. These funds will be appropriated to account No. 103-72-64-575-31-10.

Recommendation

PSD recommends approval of the attached proposal from CTA.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING ENVIRONMENTAL, CIVIL ENGINEERING, AND CONSTRUCTION ADMINISTRATION SERVICES FROM CRAVEN THOMPSON AND ASSOCIATES FOR THE GRIFFIN MARINE BOAT RAMP IN THE AMOUNT NOT TO EXCEED NINETY-SEVEN THOUSAND SEVEN HUNDRED AND TEN DOLLARS (\$97,710.00) AND TO EXCEED THE ANNUAL SINGLE VENDOR PURCHASING POLICY OF FIFTY THOUSAND DOLLARS (\$50,000.00); 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 or limitation at Fifty Thousand Dollars (\$50,000.00) for a vendor each fiscal year; and

WHEREAS, the Public Services Department is requesting authorization to accept a proposal for environmental, civil engineering, and construction administration services from Craven Thompson and Associates (CTA) for the Griffin Marine Boat Ramp (the “Project”); and

WHEREAS, CTA was chosen as one of fifteen firms awarded a contract as an approved engineering consultant for continuing contract services by the City Commission on January 12, 2021, pursuant to RFQ No. 20-005 under Resolution No. 2021-007; and

WHEREAS, CTA will provide environmental, engineering, construction administration, bidding, and close-out services related to this Project, and which this proposal is made a part of and incorporated into this Resolution as Exhibit “A”.

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

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

Section 2. That CTA is authorized to provide environmental, civil engineering, and construction management services for the Griffin Marine Boat Ramp in an amount not to exceed Ninety-Seven Thousand Seven Hundred Ten Dollars (\$97,710.00).

Section 3. That funding for this project will be sourced from a grant provided by the Florida Inland Navigation District (FIND), complemented by matching funds from the General Fund. These funds will be appropriated to account No. 103-72-64-575-31-10.

Section 4. That the City is authorized to exceed the annual Fifty Thousand Dollars (\$50,000.00) purchase threshold for a single vendor for fiscal year 2024/2025 and for all subsequent fiscal years that the agreement is in place.

Section 5. That the City Manager and City Attorney are authorized to make minor revisions to the services Agreement as are deemed necessary and proper and in the best interest of the City.

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

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

PASSED AND ADOPTED on _____, 2025.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Lori Lewellen _____

Commissioner Luis Rimoli _____

Commissioner Archibald J. Ryan IV _____

Vice Mayor Marco Salvino _____

Mayor Joyce L. Davis _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

January 22, 2025

Ms. Megan Yany
Project Manager
City of Dania Beach
1201 Stirling Road
Dania Beach, Florida 33004

**RE: GRIFFIN MARINE PARK BOAT RAMP AND DOCK
ADDITIONAL SERVICES
CTA PROJECT NO 23-0013
CTA PROPOSAL NO. 2025-R04.025**

Dear Ms. Yany,

The firm of Craven Thompson & Associates, Inc. (CTA) is pleased to provide the following proposal for professional services for the above referenced project.

The specific scope tasks are as follows:

I. ENVIRONMENTAL SERVICES (Provided by The Chappell Group)

1.1 Prepare Permit Application

Prepare environmental resource permit applications to the U.S. Army Corps of Engineers (ACOE), the Florida Department of Environmental Protection (FDEP), and Broward County Resiliency & Environmental Department (BCRED) to replace and expand an existing boat ramp and install new floating docks for transient mooring. Structural plans of the boat ramp to be provided by MUE Engineers and the floating dock will be provided by the selected manufacturer chosen by the design team. Prepare necessary exhibits to be submitted with the applications.

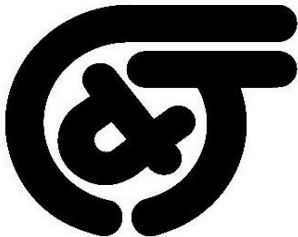
Lump Sum.....\$5,250.00

1.2 Process Permit Application

Process environmental resource permits with the ACOE, FDEP, and BCRED including responses to Requests for Additional Information (RAI), revisions to plans, benthic resource survey verification with agency staff, and coordination with Client and/or contractor. Prepare correspondence letters to U.S. Fish and Wildlife Service and Florida Fish and Wildlife Conservation Commission if necessary.

Lump Sum.....\$15,750.00

CRAVEN THOMPSON



& ASSOCIATES INC.

Engineers
Planners
Surveyors
Landscape Architects

- 1.3 Prepare SFWMD Right of Way Permit Application
Prepare right of way (ROW) permit applications to South Florida Water Management District (SFWMD) for construction of the seawall, marginal dock and floating docks. Attend preapplication meeting with SFWMD staff prior to submittal of application to discuss ownership and plans.
- Lump Sum..... \$5,250.00*
- 1.4 Process SFWMD Right of Way Permit Application
Process SFWMD ROW permit applications including responses to Requests for Additional Information (RAIs), revisions to plans, and preparation of exhibits.
- Lump Sum..... \$10,500.00*
- 1.5 FIND Grant Application
Preparation of the application for Waterways Assistance Program (WAP) grant with the Florida Inland Navigation District (FIND) for the construction (Phase II) of boat ramp improvements including presentation to the commission for approval. Attend FIND board meeting in Cocoa Beach and assist City with presentation and question and answer session. Coordination with FIND staff for processing application and providing necessary documents for approval. Prepare cost estimate with city staff to develop the grant request amount that is sufficient to cover cost of construction, bidding, and construction administration.
- Lump Sum..... \$10,500.00*

***Client to provide updated electronic AutoCAD file of survey and site plan if available.**

****This proposal does not include impacts to benthic resources, mangroves, mitigation, processing sovereign submerged lands lease or variances with the local municipality. If these services are required or requested by the client a proposal will be provided under separate cover.**

II. STRUCTURAL ENGINEERING SERVICES (Provided by MUEngineers, Inc.)

- 2.1 Technical Specifications (Provided by MUEngineers, Inc.)
Technical specifications related to the structural design of the building structure (if requested).
- Lump Sum..... \$2,890.00*
- 2.2 Bidding Assistance (Provided by MUEngineers, Inc.)
Bidding Assistance (responding to bidders RFIs and attending up to one bidding phase conference call)
- Lump Sum..... \$1,155.00*

III. CONSTRUCTION ADMINISTRATION - STRUCTURAL ENGINEERING (Provided by MUEngineers)

3.1 Construction Administration Services

Basic CA services

- Review and responses to RFIs related to clarifications related to the structural items indicated on the structural construction documents, structural design errors and omissions).
- Structural review of submittals (including up to one re-submittal per submittal) related to structural components indicated on the structural construction documents
- Attending virtual OAC meetings during construction on an as needed and scheduled basis.
- Up to 2 engineering site visits during construction.

Lump Sum..... \$7,875.00

3.2 Additional Project Engineer Site Visits

Additional project engineer site visits and attending meetings during construction as / if scheduled.

Lump Sum (10 Visits)..... \$5,250.00

3.3 Special Inspections

Special Inspections and additional site visits during construction.

Lump Sum..... \$10,290.00

IV. CONSTRUCTION ADMINISTRATION – CIVIL ENGINEERING

4.1 Civil Construction Phase Services (CTA Task No. 33120)

- Attend Pre-Construction conference meeting
- Prepare Meeting Minutes for Pre-Construction Meeting.
- Review and process shop drawings.
- Perform general site inspections/reviews as required to determine in general if the work is being performed in a manner that when completed will be in accordance with the contract documents. Inspections will be part-time, approximately three (3) hours per day, three (3) days per week for a Senior Supervising Engineer with an anticipated construction schedule of six (6) months to complete construction of all utilities and paving.
- Take photos of construction activities during site visits.
- Review change order request and provide professional opinion of request to City project manager *(if required)*.
- Prepare Change Order on City change order format *(if required)*.
- Negotiate change orders on behalf of the City *(if required)*.
- Substantial and Final walkthrough with Contractor, Client, and regulatory agencies.
- Prepare final punch list and follow-up.

Hourly, Not-to-Exceed \$9,000.00

4.2 Project Final Certification (CTA Task No. 31125)

- Review as-built information (for approval) provided by contractor's Registered Professional Surveyor.
- Process as-built drawings through applicable governmental agencies based upon engineers approved as-built information provided by contractor's Registered Professional Surveyor. This does not include field survey services.
- Prepare Statement of Substantial Completion of Construction and project close-out documents.

Hourly, Not-to-Exceed \$4,000.00

IV. PROJECT MANAGEMENT

5.1 Project Management (CTA Task No. 24070)

Provide oversight of project to ensure timeline and direction desired by client are followed as closely as possible. Management and direction of design disciplines. Attend meetings and provide coordination between client and design team.

Hourly, Not-to-Exceed \$10,000.00

VI. MISCELLANEOUS

6.1 Reimbursables (CTA Task No. 31140)

Reimbursable expenses such as courier services, FedEx charges, progress prints, permit prints, set of reproducible Mylar, etc.

Estimated Budget..... \$1,000.00

SUMMARY OF FEES

I.	ENVIRONMENTAL SERVICES.....	\$47,250.00
II.	STRUCTURAL ENGINEERING SERVICES	\$4,045.00
III.	CONSTRUCTION ADMINISTRATION – STRUCTURAL ENGINEERING	\$23,415.00
IV.	CONSTRUCTION ADMINISTRATION – CIVIL ENGINEERING.....	\$13,000.00
V.	PROJECT MANAGEMENT	\$10,000.00
	GRAND TOTAL (NOT INCLUDING REIMBURSABLE EXPENSES)	\$97,710.00

ITEMS NOT INCLUDED:

- RFI reviews related to construction errors, deficiencies, omissions, and unforeseen field conditions.
- RFIs reviews not related to structural items indicated on the structural CDs.
- 3rd + Re-submittal reviews and submittal reviews not related to structural items indicated on the structural construction documents.
- Work related to owner and / or contractor requested design changes during construction.
- Engineer site visits exceeding the included engineering site visits in the basic CA services above.
- Structural Engineering Attending in person OAC meetings during construction.
- Civil or Landscape Design
- Utility Locates or test holes
- Planning services
- Surveying services

Acceptance

This proposal and fee schedules are based on acceptance within 30 days of the date of preparation. If not accepted by you within that time period, we reserve the right to re-evaluate the terms and conditions contained herein.

The above will be subject to the terms and conditions specified in the Contract Documents. If the proposed work and fees contained herein are agreeable with you, please provide a Purchase Order and a Notice to Proceed.

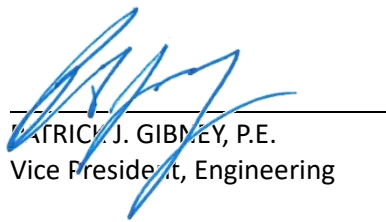
Sincerely,

CRAVEN THOMPSON & ASSOCIATES, INC.



LEONARD (ZACH) GAMBLE, P.E.
Senior Engineer

LZG/tg



PATRICK J. GIBNEY, P.E.
Vice President, Engineering



City of Dania Beach Finance Memorandum

DATE: 3/11/2025

TO: Honorable Mayor and Commissioners

FROM: Ana Garcia, ICMA-CM, City Manager

VIA: Yeimy Guzman, Chief Financial Officer

SUBJECT: Resolution authorizing the Second Amendment to the Second Renewal Agreement between the City of Dania Beach and the Broward County Sheriff's Office for adding four (4) Firefighters and authorizing additional funding for the positions.

Request:

Resolution authorizing the Second Amendment to the Second Renewal Agreement between the City of Dania Beach and the Broward County Sheriff's Office for adding four (4) Firefighters and authorizing additional funding for the positions.

Background:

Fire Rescue 201 needs a third firefighter to enhance operational efficiency and safety in emergency medical services. This additional responder will improve patient care in critical situations and lessen the strain on current firefighters. The role also offers mentoring opportunities for future personnel. Moreover, adding a third firefighter will decrease wear and tear on the aerial fire truck, which frequently responds to one (1) for high-acuity calls, helping to extend the truck's operational lifespan.

The City Administration believes that the addition of these positions is necessary and in the best interest of the City and, therefore, recommends approval of the Second Amendment to the Second Renewal Agreement for the addition of four (4) Fire Rescue positions.

Budgetary Impact

Funding in the amount of 403,083.00 will be transferred from General Fund salary vacancy savings of \$98,847.00, Capital Project Fund savings totaling \$190,405, and vacancy credits from the Broward Sheriff's Office of \$113,831 into the Fire Rescue Contractual Services account number 001-22-01-522-34-10.

Recommendation

Approve the Resolution authorizing the Second Amendment to the Second Renewal Agreement between the City of Dania Beach and the Broward County Sheriff's Office to add four (4) firefighters and authorizing additional funding for the positions.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SECOND AMENDMENT TO THE SECOND RENEWAL AGREEMENT FOR EMERGENCY MEDICAL, FIRE PROTECTION, AND FIRE PREVENTION SERVICES WITH THE BROWARD SHERIFF'S OFFICE TO ADD FOUR (4) POSITIONS TO THE STAFFING FOR THE RESCUE 201; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on or about October 1, 2020, SHERIFF and the CITY entered into an Agreement for Fire Rescue Services ("Agreement"); and

WHEREAS, the parties have agreed to two extensions of the underlying Agreement; and

WHEREAS, the parties are desirous of adding four (4) Firefighter/Paramedic positions to staff the second ALS Rescue Truck on April 1, 2025, at a cost of Three Hundred Ninety Thousand Eight Hundred Eighty Dollars (\$390,880.00) plus a one-time charge for one (1) radio at a cost of Twelve Thousand Two Hundred and Three Dollars (12,203.00) in FY2024-25; and

WHEREAS, The Second Agreement was amended to include the Life Safety Educator, who joined in October 2024 at no cost to the City.

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

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

Section 2. That the proper City officials are authorized to execute a second Amendment to the Second Renewal Agreement for Emergency Medical, Fire Protection, and Fire Prevention Services, which Amendment will adjust the staffing structure and is deemed necessary and in the best interests of the City. A copy of the Amendment is attached as Exhibit "A" and made a part of and incorporated into this Resolution by this reference.

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

Section 4. That the total cost for the additional positions from April-September is, Three Hundred Ninety Thousand Eight Hundred Eighty Dollars (\$390,880.00) plus a one-time charge for one (1) radio at a cost of Twelve Thousand Two Hundred and Three Dollars (12,203.00) in FY2024/25. Funding will be appropriated from the General Fund salary vacancy

savings amounting to \$98,847.00, Capital Project Fund savings totaling \$190,405, and vacancy credits from the Broward Sheriff's Office of \$113,831.00, into the Fire Rescue Contractual Services account number 001-22-01-522-34-10.

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

Section 6. That this Resolution shall become effective immediately upon its passage and adoption.

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

PASSED AND ADOPTED on _____, 2025.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Lori Lewellen _____

Commissioner Luis Rimoli _____

Commissioner Archibald J. Ryan IV _____

Vice Mayor Marco Salvino _____

Mayor Joyce L. Davis _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

SECOND AMENDMENT
TO THE AGREEMENT
FOR EMERGENCY MEDICAL, FIRE PROTECTION
AND FIRE PREVENTION SERVICES

This second Amendment is entered into this _____ day of February, 2025 by and between the Broward Sheriff's Office (hereinafter referred to as "SHERIFF") and the City of Dania Beach, FL (hereinafter referred to as the "CITY").

WHEREAS, on or about October 1, 2020, SHERIFF and the CITY entered into an Agreement for Fire Rescue Services; and

WHEREAS, the Parties entered into a First Amendment to add nine positions to the staffing complement:

WHEREAS, the parties are desirous of adding four Firefighter/Paramedic positions to staff the second ALS Rescue Truck as well as add a Life Safety Educator.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein, the parties agree as follows:

1. The foregoing recitations are true and correct and are incorporated by reference.
2. Effective October 1, 2024, the staffing levels will be adjusted to add a Life Safety Educator as reflected in Exhibit "A" to the Second Amendment, attached hereto and incorporated by reference.
3. Effective April 1, 2025, the staffing levels will be adjusted to add Four Firefighter/Paramedics to staff the second ALS Rescue Truck located at Fire Station 1 with One Officer and Two Firefighter/Paramedics as reflected in Exhibit "A" to the Second Amendment, attached hereto and incorporated by reference.
4. Except as modified herein, all remaining items and conditions of the Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, each of the parties hereto executes this Second Amendment through its duly authorized representatives as set forth below.

Broward Sheriff's Office

DR. GREGORY TONY, Sheriff

Date: _____

Approved as to form and legal sufficiency
subject to the execution by the parties:

By: _____
TERRENCE O. LYNCH, General Counsel/Executive Director

City of DANIA BEACH

ATTEST:

By: _____
ELORA RIERA, MMC, City Clerk

By: _____
JOYCE L. DAVIS, Mayor

____ day of _____, 2025.

APPROVED AS TO FORM:

By: _____
ANA M. GARCIA, ICMA-CM
City Manager

EVE A. BOUTSIS, City Attorney

H:Lee/Contract/City Contracts/Dania Fire/Dania 2nd amendment 2-18-25

EXHIBIT A TO THE SECOND AMENDMENT

SPECIAL TERMS AND CONDITIONS

The following Special Terms and Conditions have been agreed upon by and between the CITY and BSO:

CITY:	City of Dania Beach
EFFECTIVE DATE:	October 1, 2020
TERM:	October 1, 2020 – September 30, 2025
RENEWAL OPTION:	Renewable for one, five year term upon the City and BSO agreeing to such renewal and the terms and conditions thereto.
VEHICLE STAFFING AND STRUCTURE:	<u>Fire Prevention Services:</u> The Fire Prevention Bureau will be located at 102 West Dania Beach Boulevard. The following staff will work on a forty (40) hour per week full-time basis. 1. One (1) Captain, Lieutenant or Fire Prevention Officer certified by the State of Florida as a fire fighter and Fire Safety Inspector. Individual must also be certified by the Broward County Board of Rules and Appeals as a Fire Plans Examiner. 2. Five (5) Fire Safety Inspectors certified by the State of Florida and the Broward County Board of Rules and Appeals as a fire fighter and Fire Safety Inspector. 3. One (1) Administrative Assistant. 4. One (1) Life Safety Educator

Fire Station 1 Located at 116 West Dania Beach Blvd

One (1) ALS Rescue Truck (Ambulance) – staffed with one (1) Officer and two (2) Firefighter/Paramedics

One (1) ALS Rescue Truck (Ambulance) – staffed with one (1) Officer and two (2) Firefighter/Paramedics

One (1) ALS Engine / Aerial – Staffed with one (1) Officer, one (1) Driver Engineer and one (1) Firefighter/Paramedic.

(Either the Driver Engineer or the Officer must be cross trained as a firefighter/paramedic with the resulting staffing being at least two cross trained personnel on the suppression apparatus.)

Fire Station 17 located at 2308A SW 42nd Street

One (1) ALS Rescue Truck – staffed with one (1) Officer and two (2) Firefighter/Paramedic

One (1) ALS Engine / Aerial – Staffed with one (1) Officer, one (1) Driver Engineer and one (1) Firefighter/Paramedic.

(Either the Driver Engineer or the Officer must be cross trained as a firefighter/paramedic with the resulting staffing being at least two cross trained personnel on the suppression apparatus.)

BSO will provide the CITY with a District Fire Chief as described in Section 1 of Exhibit B of the Agreement.

The CITY and BSO will continue to analyze appropriate data and provide recommendations for additional EMS and/or Suppression enhancements due to call volume and concurrency data.

NOTICE CITY ADDRESS:	Office of the City Manager City of Dania Beach 100 W. Dania Beach Boulevard Dania Beach, FL 33004 Copy to: City Attorney City of Dania Beach 100 W. Dania Beach Blvd. Dania Beach, FL 33004
CONSIDERATION	The annual consideration will be increased for the new positions



City of Dania Beach City Attorney Memorandum

DATE: 3/11/2025

TO: Mayor and Commissioners

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

VIA: Eve A. Boutsis, City Attorney

SUBJECT: Resolution authorizing the transfer of the CRA as a department under the Office of the City Manager

Request:

To authorize the transfer of the CRA Executive Director and the CRA from reporting to the CRA Board, to being a department of the City, reporting to the Office of the City Manager.

Background:

The CRA was created in 2002 and amended and expanded in 2009. Over the years CRA has been treated as a separate entity from the City of Dania Beach, with the Executive Director reporting directly to the CRA Board of Directors. The CRA bylaws contemplate that the Executive Director can be an employee of the City of Dania Beach.

At the CRA's February 11, 2025 meeting moved to have the CRA report to the City Manager's Office. Thereafter, on March 11, 2024, the CRA Board ratified its February 11, 2025 action to have the CRA report to the City Manager's Office, and it is now the City Commission's roll to decide whether to accept the CRA as a Department of the City, with the CRA reporting to the City Manager's Office. The City Manager would designate the Deputy City Manager as the Executive Director to the CRA, and the current Executive Director would be the director of the CRA who would report to the Deputy City Manager/Executive Director of the CRA.

The intent of moving the CRA under the City Manager's Office for leadership is to maximize the success of the CRA and ensure all the deliverables and priorities of the CRA are met in a timely fashion.

Budgetary Impact

No budgetary impact anticipated.

Recommendation

Approval of the transfer.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, ACCEPTING THE TRANSFER OF THE CITY'S COMMUNITY REDEVELOPMENT AGENCY AS A DEPARTMENT OF THE CITY, REPORTING TO THE CITY MANAGER'S OFFICE; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in 2002 the City Commission of the City of Dania Beach began to take definitive steps toward redevelopment and created a Community Redevelopment Agency (CRA) to establish a Community Redevelopment Area upon 525 acres within the City and its downtown; and

WHEREAS, the Downtown Community Redevelopment Plan, which contained general recommendations, was adopted in 2004, confirming the creation of the Redevelopment Area and establishing specific parameters for partnership between Broward County, the City and the CRA; and

WHEREAS, in 2009, the CRA modified its original plan to include neighborhoods in need of significant redevelopment. The CRA Boundaries were expanded by increasing the CRA size to 1,349 acres; and specific projects were identified which were strategic and implementable; and

WHEREAS, the CRA has been treated as a separate entity from the City of Dania Beach, with the Executive Director reporting directly to the CRA Board; and

WHEREAS, the CRA bylaws contemplate that the Executive Director can be an employee of the City of Dania Beach; and

WHEREAS, the CRA at its February 11, 2025 meeting moved to have the CRA report to the City Manager's Office; and

WHEREAS, the City Manager's designee, the Deputy City Manager, would act as the Executive Director of the agency, and for the current Executive Director to become the Director of the agency, reporting to the City Manager's Office; and

WHEREAS, on March 11, 2024, the CRA approved the proposal to have the CRA report to the City Manager's Office, and it is now the City Commission's roll to decide whether to accept the CRA as a Department of the City, with the CRA reporting to the City Manager's Office; and

WHEREAS, the City Manager would designate the Deputy City Manager as the Executive Director to the CRA, and the current Executive Director would be the director of the CRA who would report to the Deputy City Manager/Executive Director of the CRA; and

WHEREAS, the intent of moving the CRA under the City Manager's Office for leadership is to maximize the success of the CRA and ensure all the deliverables and priorities of the CRA are met in a timely fashion; and

WHEREAS, CRA would be a department of the City, with Deputy Director Sosa Cruz as the Executive Director, and Mr. Michael Chen, as a Director, neither of which shall have employment contracts as they are at-will employees (Mr. Chen's amended contract would expire 11/15/2025, and he would be treated the same as all other directors and at will employees).

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 reference.

Section 2. That the City Manager's Office, through her designee, the Deputy City Manager, shall be the Executive Director of the CRA. The existing Executive Director shall become the Department Director of the agency, who shall report to the Deputy City Manager, rather than directly to the City Commission. The Deputy City Manager/ Executive Director shall report directly to the City Commission. In all other respects, the CRA operations shall remain the same. The City Manager's Office shall prepare a budget for the CRA, for ultimate review and approval of the City Commission.

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

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

SIGNATURES ON THE FOLLOWING PAGE

PASSED AND ADOPTED on _____, 2025.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Lori Lewellen _____

Commissioner Luis Rimoli _____

Commissioner Archibald J. Ryan IV _____

Vice Mayor Marco Salvino _____

Mayor Joyce L. Davis _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY



City of Dania Beach Community Development Memorandum

DATE: 3/11/2025

TO: Mayor and Commissioners

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

VIA: Candido Sosa-Cruz, ICMA-CM, Deputy City Manager
Eleanor Norena, CFM, Community Development Director
Corinne Lajoie, AICP, Deputy Director

SUBJECT: Clarification of use of funding previously approved for the Community Development Department Renovation Project.

Request:

The Community Development Department (Department) is requesting clarification on the use of the previously approved contingency funds relating to the Department renovation project.

Background:

S3S Construction, Inc. was awarded the contract under ITB No. 2023-023 for an amount not to exceed \$1,325,393.00. On January 14, 2025, the City Commission approved additional funding of Seventy-Five Thousand Dollars (\$75,000) for project contingency for Phase II of the project. Funds will be allocated to cover any expenses incurred during the completion of Phase I, with the remaining residual amount designated for allocation to Phase II.

The Department recommends the approval of the previously approved \$75,000 contingency fund be used for both Phase I and Phase II of the project.

Budgetary Impact

No additional funding, just clarification.

Recommendation

The Department recommends the previously established contingency fund in the amount of Seventy-Five Thousand Dollars (\$75,000) to be used for the entire construction project as deemed necessary.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, CLARIFYING RESOLUTION NO. 2025-006, WHICH AUTHORIZED FUNDING FOR THE INVITATION TO BID (“ITB”) NO. 2023-023 “BUILDING DEPARTMENT RENOVATION PROJECT” WITH S3S CONSTRUCTION, INC. FOR AN AMOUNT NOT TO EXCEED SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00) IN ORDER TO CLARIFY THAT THE FUNDS CAN BE USED IN PHASE 1 OR 2; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, S3S Construction, Inc. was awarded the contract under ITB No. 2023-023 for an amount not to exceed \$1,325,393.00; and

WHEREAS, On January 14, 20205, the City Commission approved Resolution 2025-006, which provided additional funding of \$75,000.00 for project contingency for Phase II of the project; and

WHEREAS, the Department is seeking clarification that the contingency funding will be allocated to cover final expenses incurred during Phase I, and the remaining residual amount designated for allocation to Phase II.

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

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

Section 2. That the City Commission authorizes the proper City officials to use the contingency funds authorized pursuant to Resolution No. 2025-006, to be used for both Phase 1 and Phase 2 as needed for project completion.

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

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

SIGNATURES ON THE FOLLOWING PAGE

PASSED AND ADOPTED on _____, 2025.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Lori Lewellen _____

Commissioner Luis Rimoli _____

Commissioner Archibald J. Ryan IV _____

Vice Mayor Marco Salvino _____

Mayor Joyce L. Davis _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY



City of Dania Beach Parks & Recreation Memorandum

DATE: 3/11/2025

TO: Mayor and Commissioners

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

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

SUBJECT: Naming of the banquet hall located at IT Parker Community Center, 901 NE 2nd St., the Chickie Bandimarte Hall

Request:

The Parks and Recreation Department is requesting the adoption of a resolution approving the request made by Commissioner Luis Rimoli to name the banquet hall located at IT Parker Community Center, 901 NE 2nd St., the Chickie Bandimarte Hall.

Background:

The Department of Parks and Recreation received from Commissioner Luis Rimoli the application for the naming of the banquet hall at IT Parker Community Center the Chickie Brandimarte Hall on December 18, 2024.

The renaming application was brought before the Parks, Recreation and Community Affairs Advisory Board on January 21, 2025. At the January 21st meeting the board voted unanimously in favor of naming the banquet hall at IT Parker Community Center the Chickie Brandimarte Hall.

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 February 25, 2025. The newspaper advertising the notice was advertised in the Sun Sentinel on February 6, 2025. The posting on site was done on February 7, 2025.

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. 001-11-01-511-49-25 - Other Current Charges/Obligations Co-designation Costs.

Recommendation

It is recommended that the City Commission adopt the resolution approving the request made by Commissioner Luis Rimoli to name the banquet hall located at IT Paker Community Center, 901

NE 2nd St., the Chickie Bandimarte Hall.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING, AFTER PUBLIC HEARING, THE REQUEST MADE BY COMMISSIONER LUIS RIMOLI TO NAME THE BANQUET HALL AT IT PARKER COMMUNITY CENTER “THE CHICKIE BRANDIMARTE HALL”, LOCATED AT 901 NE 2ND ST., DANIA BEACH, FLORIDA; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City received an application from Commissioner Luis Rimoli for the naming of the banquet hall at IT Paker Community Center as “the Chickie Brandimarte Hall”; and

WHEREAS, on January 21, 2025, the Parks, Recreation and Community Affairs Advisory Board voted unanimously in favor of the naming request; and

WHEREAS, the required mailed notices, newspaper posting, and the on-site signage advertising the public hearing were sent out and posted by February 7, 2025, 30 days in advance of the public hearing.

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 banquet hall at IT Parker Community Center will be named “The Chickie Brandimarte Hall.”

Section 3. That funding for the required notices and advertisement is available and appropriated within account no. 001-11-01-511-49-25- 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.

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PASSED AND ADOPTED on _____, 2025.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Lori Lewellen _____ _____

Commissioner Luis Rimoli _____ _____

Commissioner Archibald J. Ryan IV _____ _____

Vice Mayor Marco Salvino _____ _____

Mayor Joyce L. Davis _____ _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY



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: Chickie Brandimarte / Luis Rimoli

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: Luis Rimoli, Title City Commissioner

Address: 100 W Dania Beach Blvd

Daytime Phone: 954-478-0653 Evening Phone: n/a

E-mail: lrिमoli@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?

Proposing to name the Ballroom at IT Parker (which currently has no name) to the "Chickie Brandimarte Ballroom". Chickie has made significant contributions to our city as an elected official and as a longtime resident. Chickie has been the President of the senior club for over 20 years. She has provided an invaluable service to our Dania Beach Seniors who meet at IT Parker every month. It would be the right thing to name the room in her honor where Chickie has spent so much of her free time arranging the programing for our seniors.

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:

I do not think that this applies since the naming is not a park or building, it is a room in inside a facility.

Signature of Applicant

If Applicant is an organization, signature must be by the presiding officer

12/17/2024

Date



**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, March 11, 2025
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 banquet hall inside of IT Parker Community Center, which is a city owned park located at 901 NE 3rd St. The applicant would like to name the banquet hall at IT Parker Community Center the Chickie Brandimarte Hall.

SPONSORED BY COMMISSIONER LUIS RIMOLI

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 LUIS RIMOLI TO NAME THE BANQUET HALL AT IT PARKER COMMUNITY CENTER THE CHICKIE BRANDIMARTE HALL LOCATED AT 901 NE 2ND ST., DANIA BEACH, FLORIDA; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

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



Folio:
5042 35 16 0010

FIGURE 54 – IT PARKER CENTER

Application Information

Project: IT PARKER COMMUNITY CENTER BANQUET HALL, CHICKIE BRANDIMARTE HALL

Property Owner: City of Dania Beach

Application Site: 901 NE 3rd St

Request: To request approval to name the banquet hall at IT Parker Community Center the Chickie Brandimarte Hall.

Hearing Date & Time: March 11, 2025 at 7:00 PM

Hearing Location: City Commission Chambers, Dania Beach City Hall, 100 West Dania Beach Blvd

Contact Information: Cassi Waren, CPRP, Director of Parks & Recreation, (954) 924-6800 Ext. 3731

**CITY OF DANIA BEACH, FLORIDA
COMMUNITY DEVELOPMENT DEPARTMENT
POSTING OF PUBLIC HEARING NOTICE SIGN**

COUNTY OF Broward

1. I, Christina Mathews, am an individual over the age of 18 years old and
(Print Name)

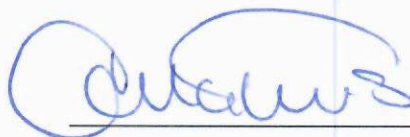
I am the property Owner,

X _____ I am a representative of the property owner(s), City of Dania Beach and _____, for property located at _____ (the "Property"), and this sworn statement pertains to the application for naming _____, relating to Petition number _____ in the Code of Ordinances of the City of Dania Beach, Florida.

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

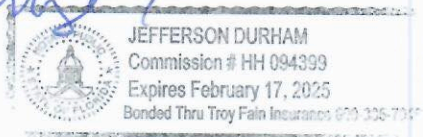
Sworn to and subscribed before me on February 7, 20125.



NOTARY PUBLIC

State of Florida at Large

My Commission Expires: 2/17/25



DeSantis

from Page 6

Venezuelan American citizens: “A couple of things: One, the people that voted for me are not on TPS. They are U.S. citizens. They have every right to be voters. And it’s no different than someone that came on the Mayflower. Like once you’re a citizen of this country, you have the same rights as everyone, whether you’re newly naturalized or whether you go back 10 generations,” DeSantis said.

Venezuelan community: The governor praised the Venezuelans in Florida and criticized the Maduro and Chavez regimes. They’re widely seen as authoritarian dictators who have repressed the Venezuelan people and wrecked the economy. “And so yes, we have a very strong Venezuelan American community. They see a lot of things similar to how I do and President Trump does because they’ve seen leftist oppression up close. Their friends and family have seen it up close. Venezuela used to be a very affluent country and then Chavez wrecked it, and now you got the current situation

which is still very bad. So that’s separate,” he said.

Biden criticism: DeSantis criticized Biden, whose administration granted TPS that the Trump administration is now ending. Biden also authorized TPS for other countries, including people leaving Haiti, where the government and much of society has crumbled since a devastating earthquake in 2010.

“TPS was abused by Biden. It’s not a question of do you like this person or not. He did not have the authority to do it under those circumstances. That is, he was giving TPS saying come here. That’s not what it was for. So I think President Trump is getting the law right.

He’s going to get control over who is in this country,” DeSantis said. “You cannot have a situation where people are just pouring in willy-nilly.” His comment didn’t address TPS for Venezuelans.

Fight with Legislature: DeSantis brought up his fight with the state Legislature. They’ve differed over the best approach to support Trump’s plans to round up and deport immigrants in the country illegally. Lawmakers ignored proposals DeSantis offered when

he called lawmakers into a special session, and the Legislature passed its own plan. He predicted a deal would be struck ending the dispute.

“I called the special session of the Legislature. They were in last week. I made my feelings known about what I thought of that product, but the good news is we are working together.

I think we’re going to have a really strong product that’s going to help bolster the Trump administration’s efforts to just enforce immigration laws, ensure we’re removing the people that don’t have a right to be here and that we’re doing that effectively,” DeSantis said.

Southern border: DeSantis brought up illegal immigration at the southern U.S. border, which surged for much of the Biden presidency, declined toward the end of Biden’s time in office, and was a major issue in the 2024 elections. “And then what’s happened at the border, you’ve seen a big decline in crossings,” he said.

Haiti: In March 2024, DeSantis said the “state faces the possibility of invasion” of people fleeing unrest in Haiti. He said Wednesday that Florida’s marshaling of state government

resources helped prevent that result.

“We’ve been engaged in the boats. Remember everyone was saying like a year or two ago we were going to be overrun by boats from Haiti because of all the problems that were happening. Guess what? We had, we’re working with the Coast Guard, interdiction, we’ve got radar and we’ve been able to snuff that up.

“We’ve had very few relative to what was predicted of people coming, so I think this is just an issue that look, if you’re a U.S. citizen and you come from another country and you’re naturalized, you’re every bit as American as anybody else, but just coming without process or without legality, that has got to end,” he said. “We just have to stop that.”

Congress created TPS in 1990 to prevent deportations to countries suffering from natural disasters or civil strife, giving people authorization to work in increments of up to 18 months. About 1 million immigrants from 17 countries are protected by TPS. Venezuelans comprise one of the largest beneficiaries.

Trump’s Department of Homeland Security said conditions had improved enough in Venezuela to

warrant ending protective status, that TPS allowed people who otherwise didn’t have an immigration pathway to settle in America, and members of the Venezuelan gang Tren de Aragua have been coming to the U.S.

U.S. Rep. Debbie Wasserman Schultz said last week her office has been fielding concerns from individual Venezuelans and community leaders — “my neighbors and friends” — since the Trump administration announced the move. Wasserman Schultz, a Democrat who represents south and west Broward, lives in Weston, which has one of the largest Venezuelan populations in the United States — so big the city is sometimes referred to as Westonzuela.

She said there is potential for great harm from the decision to end temporary protected status for Venezuelans.

Information from The Associated Press was used in this report.

Anthony Man can be reached at aman@sunsentinel.com and can be found @browardpolitics on Bluesky, Threads, Facebook and Mastodon.

Fluoride

from Page 1

he didn’t feel comfortable about removing fluoride, likening the situation to a “jump ball” in basketball.

“The federal agencies are split in terms of their recommendations to us. That’s bad. The medical communities are split. That’s not good,” he said. “My neighbors are all split on this. It’s literally right down the middle.”

The two who voted against fluoride in the water were Mayor Tom Carney and Commissioner Angela Burns.

Carney said during Tuesday’s meeting he didn’t “feel right imposing a chemical on people that really don’t want to have a chemical in their system.”

He pointed out that people can get fluoride in other ways, such as toothpaste and mouthwash.

Burns said she spoke to nearly 100 Delray Beach residents, and almost everyone said they would not want fluoride to stay.

“I think there are many ways that we can get fluoride to students in the schools in the home, and I don’t think that it should be forced upon them in the water,” she said.

Delray Beach will continue the practice of adding fluoride in the drinking water, which has been

done since 1989 and costs the city more than \$50,000 annually.

Municipalities across the state are facing the same decision, with many others recently deciding to remove fluoride. They include Port St. Lucie, Stuart and Naples.

Examining fluoride

The U.S. Centers for Disease Control and Prevention has said fluoride strengthens teeth and reduces cavities, and the majority of the population in the U.S. gets fluoridated drinking water. In 1950, federal officials endorsed water fluoridation to prevent tooth decay, and the addition of low levels of fluoride to drinking water has long been considered one of the greatest public health achievements of the last century, according to The Associated Press.

But new research and studies have called attention to a different concern: a link between higher levels of fluoride and brain development. The August report by the federal government’s National Toxicology Program — summarizing studies conducted in Canada, China, India, Iran, Pakistan and Mexico — concluded that drinking water containing more than 1.5 milligrams of fluoride per liter was associated with lower IQs in kids, the AP reported. Most tap water only contains about 0.7 milligrams

per liter.

This research is contested, however. The National Institutes of Health recently stated: “a 2023 meta-analysis of eight studies found that fluoride exposure at concentrations similar to that used in fluoridated community drinking water in the United States is not associated with lower IQ scores.”

Some studies even indicate removing fluoride from water supplies led to a worsened dental state for the children in the area — in Calgary, Canada, fluoride use was discontinued in 2011, which led to a rise in cavities and dental operations, according to Johns Hopkins Bloomberg School of Public Health.

Still, state Surgeon General Joseph Ladapo has encouraged municipalities to end the practice of adding fluoride to their water. Ladapo, who was appointed by Gov. Ron DeSantis in 2021, has taken previous controversial public health stances, such as being against the COVID-19 vaccine, masks and other pandemic containment measures.

Ladapo attended a public meeting in Delray Beach on Tuesday evening to share why he thought the city commissioners should vote to oust it from the water supply.

“The studies are very consis-

tent. What they find is that when there’s more fluoride in the urine or the blood of pregnant women or children, the children tend to have lower IQs, lower intelligence, not by a little bit but actually substantially,” he said during the meeting. “And also potentially behavioral changes, so things like ADHD and hyperactivity disorder for attention deficit hyperactivity disorder and other disorders related to neurologic function.”

Those in the dental field, however, do not agree.

“One of the most concerning issues I see on a daily basis is the domino effect in dentistry. It starts with a single cavity, which leads to a filling. Over time, that filling breaks down and requires a larger replacement,” Jeffrey Ganeles, a Boca Raton periodontist, said during Tuesday’s meeting.

“These treatments are costly, invasive, anxiety producing, and, most importantly, preventable. I can usually tell within minutes whether a new patient grew up in an area of fluoridated water. People with a mouthful of fillings, crowns and missing teeth almost certainly did not. Those with only a few small fillings likely had fluoridated water as kids.”

The fluoride level present in drinking water is “well below harmful levels,” Ganeles said at the meeting.

Bruce Tandy, a retired dentist who now teaches at Nova Southeastern University’s College of Dental Medicine, said the difference he saw in patients with fluoride and those without during his 40 years in practice was “extreme.”

“If we took fluoride out of the water, what would that mean? It could be the new golden age of dentistry,” Tandy said during the meeting. There would be “increased needs of restorative services, decreased access to care with the workforce that we have in place and further strains on Medicaid and Medicare.”

By removing fluoride, Tandy said Delray Beach officials would be undoing “one of the most successful public health wins in the past half-century.”

But some residents felt the city commissioners would be imposing on their freedom to choose whether they want to use fluoride.

As a mother and grandmother, Angela Hill, a Delray Beach resident, said during the meeting that she would “rather for my boys to have no teeth and dentures than for them to be on medication the rest of their lives for ADHD or for them to have a neurological incapacity or affected in that manner.

“I would much rather have a healthy mind and a steadfast child than to have someone with pretty teeth.”

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, March 11, 2025
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 banquet hall inside of IT Parker Community Center, which is a city owned park located at 901 NE 3rd St. The applicant would like to name the banquet hall at IT Parker Community Center the Chickie Brandimarte Hall.

SPONSORED BY COMMISSIONER LUIS RIMOLI

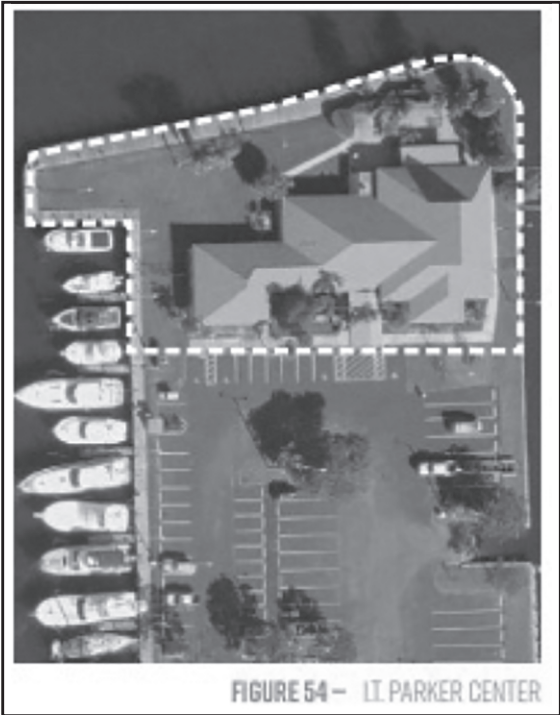
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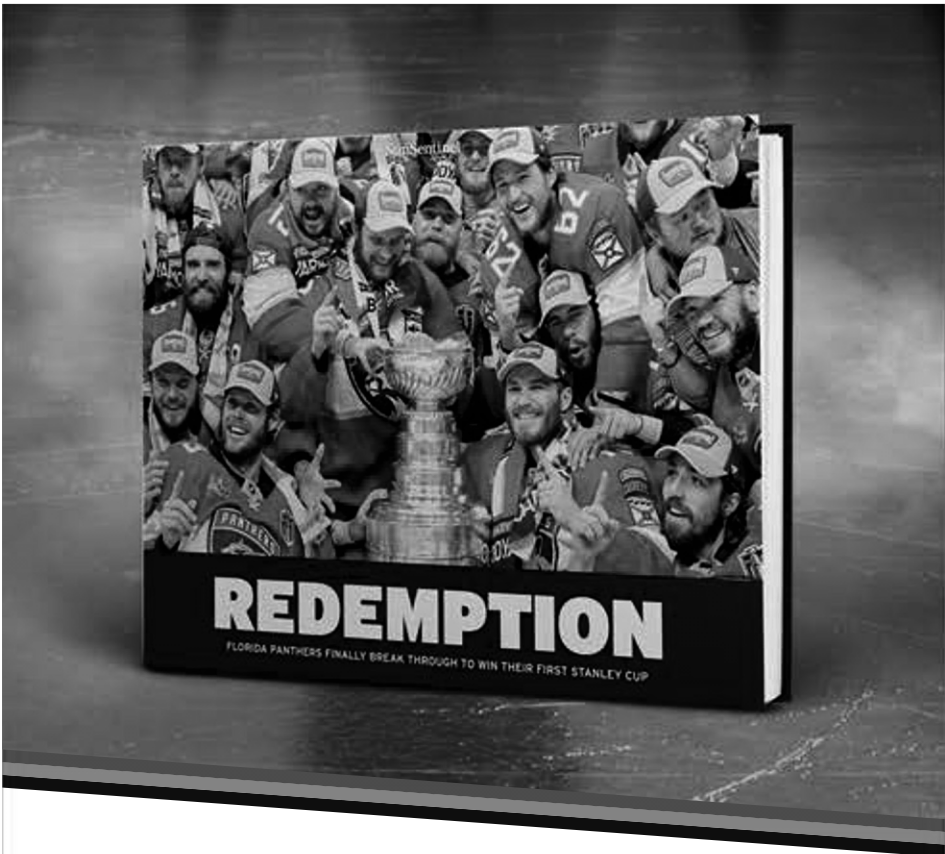
Property Subject of Upcoming Hearing



Folio:
5042 35 16 0010

Application Information

Project: IT PARKER COMMUNITY CENTER BANQUET HALL, CHICKIE BRANDIMARTE HALL
Property Owner: City of Dania Beach
Application Site: 901 NE 3rd St
Request: To request approval to name the banquet hall at IT Parker Community Center the Chickie Brandimarte Hall.
Hearing Date & Time: March 11, 2025 at 7:00 PM
Hearing Location: City Commission Chambers, Dania Beach City Hall, 100 West Dania Beach Blvd
Contact Information: Cassi Warren, CPPR, Director of Parks & Recreation, (954) 924-6800 Ext. 3731



REDEMPTION

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City of Dania Beach Community Development Memorandum

DATE: 3/11/2025

TO: Mayor and Commissioners

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

VIA: Candido Sosa-Cruz, ICMA-CM, Deputy City Manager
Eleanor Norena, CFM, Director
Corinne Lajoie, AICP, Deputy Director

SUBJECT: TX-040-24: The applicant, the City of Dania Beach, is requesting several text amendments to the City's Code of Ordinances, Land Development Code (LDC) (FIRST READING).

Request:
TEXT AMENDMENT

1. Amending Section 206-80 (A), entitled "Green Design Practices" to add a green building practice.
2. Amending Section 265-80, entitled "Off-site parking facilities" to modify when off-street parking may be utilized.
3. Amending Section 307-20, entitled "Street landscaping and hardscaping" to modify planting requirements.
4. Amending Section 350-40, entitled "Planned Small Lot Mixed-Use Development District (PMUD-SL) Development Requirements", to amend the vesting regulations.
5. Amending Section 505-160(F)(4)(3), entitled "Temporary signs" delete duplicative language.
6. Amending Section 710-20(A & B), entitled "Definitions and term usage" to revise definitions.
7. Amending Section 805-50(B)(2), entitled "Stormwater drainage level of service standards" removing conflicting provisions.

Background:

On September 14, 2010, the City Commission approved the City's new Land Development Code (LDC) referred to as OneCode which unified three separate zoning codes into one unified City code. As staff continues to use the new regulations, scrivener's errors, inaccuracies and vague, imprecise or ambiguous language continues to emerge, some of which staff is proposing to address at this time. In addition, over time any set of regulations becomes antiquated unless periodically updated.

The following amendments to the Unified LDC are proposed:

1. GREEN DESIGN PRACTICES

This amendment adds an additional green design practice, dual flush toilets, to the list of eligible initiatives for developers to include in their development.

2. OFF-SITE PARKING FACILITIES

Creates a provision that allows additional parking, more than required by code, to be shared.

3. STREET LANDSCAPING AND HARDSCAPING

This amendment will allow an applicant to process an Administrative Variance if the existing swale width is less than required by code, instead of requiring a Variance to be heard at a public hearing.

4. PLANNED SMALL LOT MIXED-USE DEVELOPMENT DISTRICT (PMUD-SL) DEVELOPMENT REQUIREMENTS

This change eliminates reference to the Development Design Guidelines (DDG) in determining the quantity and timing of RAC land use allocation. Only the Site Plan will determine this information.

5. TEMPORARY SIGNS

Amends the code to delete the duplicative language identifying the period of time a temporary sign may be allowed.

6. DEFINITIONS AND TERM USAGE

Removes conflicting language and cross references the LDC in Chapter 28 with Chapter 12, entitled 'Flood Damage Prevention' of the City's Code of Ordinances.

7. STORMWATER DRAINAGE

This change removes the 'Building' provision in Chapter 28, as similar regulations existing in Chapter 12, entitled 'Flood Damage Prevention' of the City's Code of Ordinances.

This application requires two (2) public hearings by the City Commission.

Budgetary Impact

Not Applicable.

Recommendation

Planning and Zoning Board Recommendation

On February 19, 2025 the Planning and Zoning Board recommended approval to the City Commission.

Recommendation

Staff is recommending the City Commission approve the proposed zoning amendments on first reading.

ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 28, ENTITLED THE “LAND DEVELOPMENT CODE” (LDC); TO PROVIDE CERTAIN TECHNICAL UPDATES, CLARIFICATIONS, AND LANGUAGE CLEANUP TO THE CODE RELATING TO GREEN BUILDING PROCEDURES, OFF-STREET PARKING, LANDSCAPING REQUIREMENTS IN THE CRA ZONING DISTRICT, PLANNED SMALL LOT MIXED-USE DEVELOPMENT DISTRICT (PMUD-SU); SIGNAGE REGULATIONS, DEFINITIONS AND TERM USAGE WITHIN THE NONCONFORMING USES, STRUCTURES, AND LOTS PROVISIONS OF THE CODE; AND CONCURRENCY REGULATIONS RELATING TO STORMWATER DRAINAGE LEVEL OF SERVICE STANDARDS; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, periodically the Community Development finds certain scrivener’s errors, and clarifications that are needed in the Land Development Code (LDC); and

WHEREAS, the City seeks to include those edits in the LDC in order to ensure the proper regulation of our zoning districts and to provide clarity to the residents as to the implementation of the LDC; and

WHEREAS, the City Commission finds and determines that updating the City's Code of Ordinances is in the best interest of the residents of Dania Beach.

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

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

Section 2. That Chapter 28 entitled the “Land Development Code is amended as follows:

CHAPTER 28
LAND DEVELOPMENT CODE

* * *

ARTICLE 206. – GREEN BUILDING DESIGN PRACTICES

* * *

Sec. 206-80. Green Design Practices

(A) The following green design practices are approved for single family dwelling, duplex and small-scale development:

* * *

(43) dual flush toilet

Section 3. That Chapter 28 entitled the “Land Development Code” is amended as follows:

CHAPTER 28
LAND DEVELOPMENT CODE

* * *

ARTICLE 265. OFF-STREET PARKING REQUIREMENTS

* * *

Sec. 265-80. Off-site parking facilities.

(B) The off-street parking facilities on a lot may be utilized to meet all or part of the required off-street parking requirements for another lot with a nonresidential use, if the uses of the two (2) or more lots operate during distinct and separate time periods with no overlap. Examples include a school that does not operate on weekends or religious holidays sharing its parking facility with a place of worship that only operates on weekends and religious holidays, and a nightclub utilizing the parking facility of an office building. If parking exists on a site in excess of the requirements of Section 265-50, those extra parking spaces may be shared with another site, provided a shared use parking agreement is entered into, after review and approval by the city attorney.

* * *

Section 4. That Chapter 28 entitled the “Land Development Code” is amended as follows:

CHAPTER 28

LAND DEVELOPMENT CODE

* * *

SUBPART 1. - COMMUNITY DEVELOPMENT AREA (CRA) FORM-BASED ZONING DISTRICTS

* * *

ARTICLE 307. – LANDSCAPING REGULATIONS.

* * *

Sec. 307-20. Street landscaping and hardscaping.

* * *

(B) *[Planting requirements.]* Street trees shall be planted as shown in the street sections approved by the city commission in the CRA redevelopment plan, and in the absence of an approved section for any street with swales, the trees shall be planted a minimum six (6) feet from street edge of pavement, and a minimum three (3) feet from the edge of sidewalk. In the absence of an approved section for any street with curb and gutter, the trees shall be planted three (3) feet from the face of the curb within grated tree wells a minimum sixteen (16) square feet in area built into the sidewalk. If the existing swale is less than nine (9') feet wide, an administrative variance may be requested as delineated in Article 620 of the LDC.

* * *

Section 5. That Chapter 28 entitled the “Land Development Code” is amended as follows:

CHAPTER 28

LAND DEVELOPMENT CODE

* * *

SUBPART 3. – OTHER SPECIAL DISTRICTS

* * *

ARTICLE 350.- PLANNED SMALL LOT MIXED-USE DEVELOPMENT DISTRICT (PMUD-SU)

* * *

Sec. 350-40. Planned Small Lot Mixed-Use Development District (PMUD-SL) Development Requirements.

* * *

- (F) *Vesting of RAC land use allocations.* The approved ~~DDG~~ and site plan will determine the quantity and timing of RAC land use allocations. The DDG shall also establish a date after which unused square footage or residential units allocated from the RAC shall be returned unless said unused allocations have already been voluntarily returned to the city by virtue of affidavit from the officially designated agent for the PMUD-SL, or a deadline extension is granted by amendment to the PMUD-SL by the city commission.

* * *

Section 6. That Chapter 28 entitled the “Land Development Code” is amended as follows:

CHAPTER 28

LAND DEVELOPMENT CODE

* * *

PART 5 – SIGNAGE AND DESIGN REGULATIONS

* * *

ARTICLE 505. SIGN REGULATIONS

* * *

Sec. 505-160. Temporary signs.

- (F) *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. 2218 (2015). Temporary noncommercial signs are authorized as follows.

* * *

- (4) Supplemental to the noncommercial sign allowances in this subsection, during each period that is ninety (90) days prior to an election day, as such term is defined in F.S. § 97.021:

* * *

3. ~~Temporary signs shall only be allowed for a period beginning with the temporary activity which is the subject of the sign and must be removed within five days from the date the temporary activity ceases. Temporary business signs may be erected and maintained for a period not to exceed 30 days, except that the city manager may approve an extension of time for the business to erect and maintain such signs beyond the 30 days, after the manager finds that such extension is necessary to mitigate the impacts of public construction on visibility of, or access to, the business. Such extension beyond 30 days shall terminate concurrent with the termination of the public construction.~~

* * *

Section 7. That Chapter 28 entitled Land Development Code” is amended as follows:

CHAPTER 28

LAND DEVELOPMENT CODE

* * *

PART 7. CODE ADMINISTRATION

* * *

ARTICLE 710. NONCONFORMING USES, STRUCTURES, AND LOTS

* * *

Sec. 710-20. - Definitions and term usage.

- (A) *Substantial damage.* Substantial damage shall be defined as specified in Chapter 12, Flood Damage Prevention of the City’s Code of Ordinances. ~~Damage of any origin sustained by a building or structure whereby the cost of restoring the building or structure to its before-damaged condition would equal or exceed forty-nine (49) percent of the market value of the building or structure before the damage occurred. (Also see definition in Chapter 12.)~~
- (B) *Substantial improvement.* Substantial improvement shall be defined as specified in Chapter 12, Flood Damage Prevention of the City’s Code of Ordinances. ~~Any combination of repair, reconstruction, rehabilitation, addition, or other improvement of a building or structure taking place during a one (1) year period, the cumulative cost of which equals or exceeds forty-nine (49) percent of the market value of the building or structure before the improvement or repair is started. For each building or structure, the one (1) year period~~

~~begins on the date of the first improvement or repair of that building or structure subsequent to the date of permit issuance. If the structure has incurred "substantial damage," any repairs are considered a substantial improvement regardless of the actual repair work performed. The term does not, however, include either: [Also defined in FBC, B, Section 1612.2.] (Also see definition in Chapter 12.)~~

- ~~(a) Any project for improvement of a building required to correct existing health, sanitary, or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.~~
- ~~(b) Any alteration of a historic structure provided the alteration will not preclude the structure's continued designation as a historic structure.~~

* * *

Section 8. That Chapter 28 entitled the "Land Development Code" is amended as follows:

CHAPTER 28

LAND DEVELOPMENT CODE

* * *

PART 8 – TECHNICAL APPENDIX

ARTICLE 805. – CONCURRENCY DETERMINATIONS

* * *

Sec. 805-50. Stormwater drainage level of service standards.

- (A) Measurement of drainage facilities will be based on the water management district basin design standards. Variations may exist for specific parcels but the overall effect of an areas drainage system must meet established water management practices criteria.
- (B) New development shall not be approved unless there is sufficient available design capacity to sustain the following levels of service for the drainage system as established in the drainage sub-element of the comprehensive plan:
 - (1) *Road protection.* Residential and primary streets crown elevation meet the minimum elevations as published on the Broward County Ten-Year Flood Criteria Map.

- (2) ~~*Buildings.* The lowest floor elevation shall be the greater of the elevation published on the Broward County One Hundred Year Flood Elevation Map plus one (1) foot for residential and nonresidential buildings, or eighteen (18) inches above the adjacent crown of road for residential and six (6) inches above the adjacent crown of road for nonresidential buildings. For marina facilities, shall not be lower than the one hundred-year flood elevation plus one (1) inch.~~
- (3) ~~2~~ *Storm sewers.* Shall be designed using the Florida Department of Transportation zone 10 rainfall curves.
- (4) ~~3~~ *Floodplain routing.* Modified SCS routing method as established by the SFWMD "basis of review."
- (5) ~~4~~ *Best management practice.* Efforts shall be utilized to use best management practice to reduce pollutants entering the groundwater.

* * *

Section 9. 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 10. That it is the intention of the Mayor and City Commission of the City of Dania Beach, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of the City of Dania Beach, Florida and codified by Municode. The sections of this ordinance may be renumbered or re-lettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

Section 11. That all ordinances or part of ordinances in conflict with the provisions of the Ordinance are repealed.

Section 12. That this ordinance shall take effect 10 days after passage on second reading.

PASSED on first reading on _____, 2025.

PASSED AND ADOPTED on second reading on _____ 2025.

First Reading:

Motion by: _____

Second by: _____

Second Reading:
Motion by: _____
Second by: _____

FINAL VOTE ON ADOPTION: Unanimous _____
Yes No

Commissioner Lori Lewellen	_____	_____
Commissioner Luis Rimoli	_____	_____
Commissioner Archibald J. Ryan IV	_____	_____
Vice Mayor Marco Salvino	_____	_____
Mayor Joyce L. Davis	_____	_____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY



City of Dania Beach, Florida
Department of Community Development
Planning and Zoning Division
(954) 924-6805 X3643
(954) 922-2687 Fax

Standard Development Application

- ☐ Administrative Variance
- ☐ Land Use Amendment
- ☐ Plat
- ☐ Rezoning
- ☐ Site Plan
- ☐ Special Exception
- ☐ Variance

Date Rec'd: 10/01/24

Petition No.: TX-040-24

- ☐ Other: TEXT AMENDMENT (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 AMENDMENT TO VARIOUS SECTION OF THE LAND DEVELOPMENT CODE

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 2nd DAY OF October, 2024

By:

Eleanor Norena.
(Print name of person acknowledging)

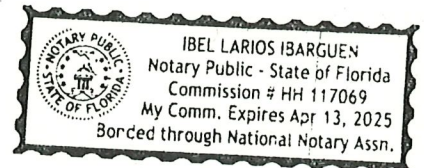
(Joint owner signature if applicable)

Notary [Signature]

(Signature of Notary Public – State of Florida.)

Personally known X or Produced Identification _____

Type of identification produced: _____ or Drivers License _____



***If joint ownership, both parties must sign. If partnership, corporation or association, an authorized officer must sign on behalf of the group. A notarized letter of authorization from the owner of record must accompany the application if an authorized agent signs for the owner(s).**

NO APPLICATION WILL BE AUTOMATICALLY SCHEDULED FOR A MEETING.

***ALL APPLICATIONS MUST BE DETERMINED COMPLETE BY STAFF
BEFORE PROCESSING OCCURS.***



City of Dania Beach Community Development Memorandum

DATE: 3/11/2025

TO: Mayor and Commissioners

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

VIA: Candido Sosa-Cruz, ICMA-CM, Deputy City Manager
Eleanor Norena, CFM, Director
Corinne Lajoie, AICP, Deputy Director

SUBJECT: TX-053-24: The applicant, the City of Dania Beach, is requesting to create a new ordinance within the City's Code of Ordinances, Land Development Code (LDC), adding Accessory Dwelling Unit regulations and design guidelines for their use (FIRST READING).

Request:

Amend the City's Land Development Code to establish regulations for Accessory Dwelling Units (ADUs).

Background:

The increase in the cost of housing and consumer goods in recent years have created a need for more affordable housing options and other avenues of extra income for many Florida communities. Several surrounding municipalities have created accessory dwelling unit ordinances, citing family flexibility, affordable rent options, care for elderly relatives, and workforce housing, among other reasons, for enacting them.

Allowing residents to construct ADUs within their single-family lot will offer more affordable housing options and provide our single-family homeowners with a source of additional income.

The following surrounding municipalities have enacted ADU ordinances:

- Hallandale Beach
- Hollywood
- Fort Lauderdale
- Pompano Beach
- Coral Springs
- North Miami
- Miramar

- Tamarac

While this amendment will allow ADU to be added to existing single-family properties, the density of the Zoning and underlying Future Land Use designations is not changing by way of this ordinance, rather, we are looking to what the Broward County Land Use Plan provides for:

“POLICY 2.2.5 A studio housing unit or efficiency housing unit, no greater than 500 square feet in size may be counted by the local government as 0.5 dwelling units for residential density calculations.”

For the purposes of Broward County’s Land Use Plan, the following is their adopted definition (please see Broward Land Use Plan Section 2: Definitions):

“EFFICIENCY OR STUDIO DWELLING UNIT - means an apartment in which one room typically contains the kitchen, living, and sleeping quarters, with a separate bathroom. Efficiency or studio dwelling units no greater than 500 square feet in size may be counted by the local government as 0.5 dwelling units for residential density calculations.”

Because of the size and definition of how the Accessory Dwelling Units are aligned – and such that the Accessory Dwelling Units provide for the above is not mutually exclusive (it can be an ADU and an efficiency), that the application of the ordinance here from a density standpoint isn’t one that changes the numbers in the future land use plan, but rather, instead of 1 unit, it is 0.5 units in calculation, as approvable under Broward County rules for local governments in its jurisdiction.

Therefore, the density as approved in the land use isn’t modified. The underlying land still must have the capacity to add the ADU. For example, you have a 0.25-acre property, and a 0.4 acre property, both in a 4 du/acre area. Under the 1st property, you are allowed 1 dwelling unit ($0.25 \times 4 = 1$). Under the second, you are allowed 1.6 dwelling units ($0.4 \times 4 = 1.6$). Under the first property, you can only have the single dwelling unit, at 1. Under the second, you are allowed both a dwelling unit and an ADU, because of how its calculated) – $1 + 0.5$). If Broward County Policy 2.2.5 did not exist, both would only be allowed 1 unit, no ADUs. This distinction for ADUs for affordable housing is an explicit effect of why Broward County adopted its regulations the way it did to allow local governments to do this specific form of density calculation.

This proposal defines an ADU with the following characteristics:

- Minimum floor area of 350SF
- Maximum floor area not to exceed 50 % of the principal structure or 500SF, whichever is less.
- Minimum of 1 parking space is required

This application requires two (2) readings at the City Commission.

Budgetary Impact

None.

Recommendation**Planning and Zoning Board Action**

On February 19, 2025, the Planning and Zoning Board recommended approval of the text amendment adding Accessory Dwelling Unit regulations to the City's Land Development Code.

Recommendation

Staff is recommending the City Commission approve the ordinance establishing Accessory Dwelling Unit regulations first reading.

ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, TO AMEND CHAPTER 28, OF THE “LAND DEVELOPMENT CODE”, OF THE CITY’S CODE OF ORDINANCES BY AMENDING ARTICLE 105, ENTITLED “USE REGULATIONS FOR RESIDENTIAL AND OPEN SPACE ZONING DISTRICTS”, AT SECTION 105-160, ENTITLED “ACCESSORY BUILDINGS AND STRUCTURES”, CREATING SECTION 105-260, ENTITLED “ACCESSORY DWELLING UNITS”; AMENDING ARTICLE 725, ENTITLED “DEFINTIONS” AT SECTION 725-30, ENTITLED “TERMS DEFINED”; AMENDING ARTICLE 230, ENTITLED “SPECIAL FLOOR AREA, BUIDLING DIMENSION AND BUILDIN SIZE STANDARDS,” AT SECTION 230-50, ENTITLED “MAXIMUM ALLOWABLE FLOOR AREA FOR ACCESSORY BUILDINGS AND STRUCTURES IN THE E-1, RS-18000, RES-12000, RS-8000, NBHD-RES, RMH, AND RD-8000 DISTRICTS”; AND AMENDING SECTION 230-40, ENTITLED “MINIMUM FLOOR AREAS FOR DWELLINGS AND LODGING UNITS" IN ORDER TO DEFINE “ACCESSORY DWELLING UNITS”, AND TO CREATE REGULATIONS AND DESIGN GUIDELINES FOR ACCESSORY DWELLING UNITS; PROVIDING FOR CONFLICTS; SEVERABILITY; CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Sec. 163. 31771, Fla. Stat., the Community Development Department proposes to enable additional affordable housing units by amending the City of Dania Beach Land Development Code (LDC) to allow for accessory dwelling units (ADUs) on single family properties throughout the City, and to provide regulations to manage the use of the newly created ADUs; and

WHEREAS, an ADU is an ancillary or secondary living unit that has a separate kitchen, bathroom, and sleeping area existing within the same structure, or on the same lot, as the principal dwelling unit; and

WHEREAS, the proposed text amendment aims to offer extra rental income for single-family homeowners, while ensuring that ADUs are created in a way that maintains the character and integrity of single-family homes and neighborhoods through specific design and development requirements; and

WHEREAS, ADUs contribute to meeting the affordable housing requirements outlined in the City’s Housing Element within the City’s Comprehensive Plan, and the text amendments align with the Comprehensive Plan by supporting its policies and objectives; and

WHEREAS, the Planning and Zoning Board, sitting as the City’s Local Planning Agency, has reviewed this Ordinance, and has determined that it is consistent with the City’s Comprehensive Plan; and

WHEREAS, the Community Development Department Staff recommends that the City Commission find the proposed amendment to adopt the Code for ADU to be in support of public interest.

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

Section 1. That the preceding “Whereas” clauses are ratified and incorporated as a record of the legislative intent of this Ordinance.

Section 2. That Article 105 “Use Regulations For Residential And Open Space Zoning Districts” of the City of Dania Beach Land Development Code is amended to read as follows:

* * *

**CHAPTER 28
LAND DEVELOPMENT CODE**

* * *

ARTICLE 105. USE REGULATIONS FOR RESIDENTIAL AND OPENSOURCE ZONING DISTRICTS.

* * *

Sec. 105-260. – Accessory Dwelling Units.

(A) Purpose and intent. It is the purpose and intent of this section to establish defined regulatory guidelines that promote the development of accessory dwelling units in a manner that does not change the character of our single-family neighborhoods and to support Section 163.31771 of the Florida Statutes to offer more affordable housing through the permitting of accessory dwelling units in single-family districts.

(B) Definitions. For the purpose of this section, the following terms are defined:

- (1) Accessory Dwelling Unit (ADU) means an ancillary or secondary living unit that has a separate kitchen, bathroom, and sleeping area existing within the same structure or on the same lot as the principal dwelling unit on a single-family zoned lot. This shall not be considered a multi-family use.
- (2) Principal Dwelling Unit means the single-family home developed on the lot subject to all requirements of the zoning district to which it is located.

(C) Districts Permitted.

- (1) Subject to all requirements of this section, accessory dwelling units are permitted on residential single-family lots within any zoning district where single-family residential use is permitted.
- (2) In areas designated residential multi-family, ADUs are only permitted on lots that contain a single-family dwelling.
- (3) In districts where single-family homes are no longer permitted, legally non-conforming single-family dwellings within those districts are permitted to construct an ADU consistent with the regulations set forth in this section. Except for the following:
 - (a) ADUs are not permitted within the mixed-use CRA form-based districts.
 - (b) Accessory dwelling units are not permitted in any industrial, commercial, residential office, or marine-zoned district.

The following chart details the permissibility of accessory dwelling units within the residential single-family, multi-family, and neighborhood-zoned districts.

<u>Legend</u>		
<u>P</u>	-	<u>Permitted</u>
<u>NP</u>	-	<u>Not Permitted</u>
<u>C</u>	-	<u>Permitted upon the condition that it must be located on a single family lot</u>

<u>Zoning District</u>	<u>Permissibility</u>
<u>NBHD-RES</u>	<u>P</u>
<u>NBHD-RES*</u>	<u>P</u>
<u>NBHD-MU</u>	<u>NP</u>
<u>RS-6000</u>	<u>P</u>
<u>RS-8000</u>	<u>P</u>
<u>RD-8000</u>	<u>C</u>
<u>RS-12000</u>	<u>P</u>
<u>RM</u>	<u>NP</u>
<u>RM-1</u>	<u>C</u>
<u>RM-2</u>	<u>C</u>
<u>RM-3</u>	<u>C</u>
<u>RMH</u>	<u>NP</u>
<u>E-1</u>	<u>P</u>
<u>PMUD</u>	<u>NP</u>

PMUD-SL	NP
PRD-1	C

(D) General Requirements.

- (1) Accessory dwelling units shall not be used as a short-term rental as defined and regulated in Chapter 16 of the City's Code of Ordinances.
- (2) An ADU shall have an occupancy classification of "single-family residence" pursuant to the Florida Building Code, Residential, Eighth Edition, and at no time shall the occupancy of an ADU exceed the maximum occupant load for the property under the Florida Building Code.
- (3) Owners must ensure that when a family is renting an ADU, the structure meets minimum dwelling requirements for the size of the family projected to reside within, subject to Sec. 8-21. See additional regulations regarding rental id ADU in Section 105-260 (F)(2).
- (4) No more than one ADU shall be permitted on a lot developed with a principal dwelling. The ADU may be a separate detached unit, an attached unit to the primary dwelling, or a repurposed existing space within the primary dwelling, including garage conversions.
- (5) An ADU over a garage or a similar structural form shall be permitted only when the principal dwelling on the lot has two stories.
- (6) Recreational vehicles, travel trailers, mobile houses, or similar structures are not permitted to be used as accessory dwelling units.
- (7) The design of the accessory dwelling unit shall be compatible and complementary and share an aesthetic likeness to the principal dwelling structure.
- (8) The ADU shall not be sold separately from the primary dwelling. nor shall the land ever be subdivided.
- (9) This section does not exempt property owners from complying with and obtaining Homeowner Association (HOA) or Community Management approval.

(E) Design Guidelines.

- (1) Accessory dwelling units must comply with all requirements of the zoning district to which it is located but must adhere to these additional requirements:
 - (a) Maximum Floor Area: The square footage of an accessory dwelling unit shall not exceed fifty percent (50%) of the square footage of the principal building or five

hundred square feet (500 Sq Ft) and must be a minimum of three hundred and fifty square feet (350 Sq Ft).

- (b) Base Components: an accessory dwelling unit shall have, at a minimum, a fully functioning food preparation area, a sleeping area, one (1) bathroom, and a separate entrance from the outside.
- (c) Parking: At least one (1) off-street parking space shall be provided for the ADU in addition to the parking requirements set forth in Article 265 for the principal use.
- (d) Setbacks: ADUs will follow all setbacks set forth Sec. 215-90.
- (e) Height: The height of an ADU may not exceed the tallest point of the principal structure.
- (f) Utilities: An ADU may have separate electrical, gas, and other types of utility meters from the principal structure.
- (g) Address: An ADU may obtain a separate house or unit address from the principal structure. Any new address must be assigned by the City.
- (h) Impervious Standards and Landscaping: Must maintain impervious areas pursuant to Article 27, Section 27-227, Article 215 and Article 275 of this Code.
- (i) All ADUs must include a minimum of five (5) green design practices, as established in Sec. 206-80 of this Code.

(F) Permit Required.

- (1) No ADU shall be constructed, or a portion of a primary dwelling renovated or repurposed to accommodate an ADU before an approved building permit for such work is issued.
- (2) In addition to these requirements, property owners must receive and maintain a Certificate of Use and an active Local Business Tax Receipt prior to renting an Accessory dwelling unit on their property.

Section 3. That all ordinances or part of ordinances in conflict with the provisions of the Ordinance are repealed.

Section 4. That it is the intention of the Mayor and City Commission of the City of Dania Beach, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of the City of Dania Beach, Florida. The sections of this ordinance may

be renumbered or re-lettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

Section 5. That this Ordinance shall be effective 10 days after passage on second reading.

PASSED on first reading on _____, 2025.

PASSED AND ADOPTED on second reading on _____ 2025.

First Reading:

Motion by: _____

Second by: _____

Second Reading:

Motion by: _____

Second by: _____

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Lori Lewellen _____

Commissioner Luis Rimoli _____

Commissioner Archibald J. Ryan IV _____

Vice Mayor Marco Salvino _____

Mayor Joyce L. Davis _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY



City of Dania Beach, Florida
Department of Community Development
Planning and Zoning Division
(954) 924-6805 X3643
(954) 922-2687 Fax

Standard Development Application

- ☐ Administrative Variance
- ☐ Land Use Amendment
- ☐ Plat
- ☐ Rezoning
- ☐ Site Plan
- ☐ Special Exception
- ☐ Variance
- ☐ Other: _____

Date Rec'd: 12/04/24

Petition No.: TX-053-24

(SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)

THIS APPLICATION WILL NOT BE ACCEPTED UNTIL IT IS COMPLETE AND SUBMITTED WITH ALL NECESSARY DOCUMENTS. Refer to the application type at the top of this form and "Required Documentation" checklist to determine the supplemental documents required with each application. For after the fact applications, the responsible contractor of record shall be present at the board hearing. Failure to attend may impact the disposition of the application. The applicant or their authorized legal agent must be present at all meetings. All projects must also obtain a building permit from the City Building Division.

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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: AMEND THE CITY'S LAND DEVELOPMENT CODE TO ESTABLISH REGULATIONS FOR ACCESSORY DWELLING UNITS (AUDs)

*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*)

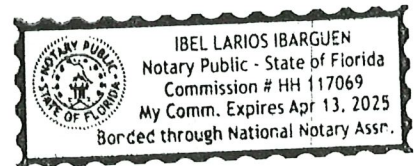
BEFORE ME THIS 5th DAY OF December, 2024

By:

Eleanor Norena
(Print name of person acknowledging)

(Joint owner signature if applicable)

Notary [Signature]
(Signature of Notary Public - State of Florida)



Personally known X or Produced Identification _____

Type of identification produced: _____ or Drivers License _____

***If joint ownership, both parties must sign. If partnership, corporation or association, an authorized officer must sign on behalf of the group. A notarized letter of authorization from the owner of record must accompany the application if an authorized agent signs for the owner(s).**

NO APPLICATION WILL BE AUTOMATICALLY SCHEDULED FOR A MEETING.

***ALL APPLICATIONS MUST BE DETERMINED COMPLETE BY STAFF
BEFORE PROCESSING OCCURS.***

From: [Lajoie, Corinne](#)
To: [Riera, Elora](#)
Cc: [McClendon, Erin](#); [Norena, Eleanor](#)
Subject: FW: PZB membership qualifications
Date: Monday, March 3, 2025 11:24:20 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)
[image008.png](#)
[image009.png](#)

Below are our recommended qualifications for PZB members.

- Must be a qualified voter of the City.
- Must have resided in the community for at least six (6) months prior to applying to serve.
- Shall represent interests, specialties, and qualifications in any of the following fields:
 - Architecture
 - Construction
 - Engineering
 - Environmental Science
 - Land Use
 - Land development
 - Landscape architecture
 - Law
 - Real estate
 - Sustainability
 - Urban Planning



Corinne Lajoie, AICP, Deputy Director

clajoie@daniabeachfl.gov | daniabeachfl.gov

100 W Dania Beach Blvd, Dania Beach, FL, 33004

Phone: [954924.6800](tel:954924.6800), x3704



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

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