



AGENDA
DANIA BEACH CITY COMMISSION
REGULAR MEETING
TUESDAY, APRIL 8, 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)

ADDENDUM NO. 1

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

1. CALL TO ORDER/ROLL CALL

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

3. PRESENTATIONS AND SPECIAL EVENT APPROVALS

1. 28th Annual Plywood Regatta- Special Event Application - *Parks and Recreation*
2. Presentation by the Historical Society for Use of the Nyberg Swanson House
3. Request for Proclamation Approval - Frontline Workers Appreciation Month - May 2025 - *Sponsored by Mayor Davis*
4. Year 51 CDBG Application Presentation - *Public Services*

4. PROCLAMATIONS

1. Esophageal Cancer Awareness Month - April 2025 - *Sponsored by Commissioner Rimoli*

5. ADMINISTRATIVE REPORTS

1. City Manager
2. City Attorney

Florida Statute 166 proceeding before DOAH

3. City Clerk - Reminders

Advisory Board Quarterly Attendance (*January through March*)

6. PUBLIC SAFETY REPORTS

7. CITIZENS' COMMENTS

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

8. CONSENT AGENDA

1. Minutes: March 11, 2025 City Commission Meeting
2. Travel Requests: None
3. RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY'S APPLICATION FOR THE 51ST YEAR COMMUNITY DEVELOPMENT BLOCK GRANT ("CDBG") PROGRAM IN THE AMOUNT OF ONE HUNDRED SEVENTY-SEVEN THOUSAND THREE HUNDRED SEVENTY-FIVE DOLLARS (\$177,575.00), TO PROVIDE FUNDING FOR OASIS NEIGHBORHOOD IMPROVEMENTS IN CDBG ELIGIBLE AREAS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.*(Public Services)*

4. RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE ASSIGNMENT OF MANAGEMENT CONSULTING SERVICES AGREEMENT RELATING TO THE AMERICAN RESCUE PLAN (ARPA) FUNDS, BETWEEN THE CITY OF DANIA BEACH AND GOVERNMENT SERVICES GROUP (GSG), OPERATING AS ANSER ADVISORY LLC, TO ACCENTURE A LIMITED LIABILITY PARTNERSHIP AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA; AND AUTHORIZING A ONE-TIME, TWO-YEAR EXTENSION OF THE UNDERLYING AGREEMENT WITH SERVICES TO BE RENDERED BY ACCENTURE; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Finance)*

5. Request for Use of Discretionary Funds to Support the City of Dania Beach National Day of Prayer - May 1, 2025, I. T. Parker Center - *Sponsored by Mayor Davis*

6. Approval for Use of City Logo:

- Area Agency on Aging of Broward County - Parks and Recreation Partnered Program for City of Dania Beach Seniors

7. Request for Use of Discretionary Funds to Support the City of Dania Beach Arbor Day Tree Giveaway - April 24, 2025 - Fronton Blvd - *Sponsored by City Commission*

9. BIDS AND REQUESTS FOR PROPOSALS

1. RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF BID NO. 25-003 "LIGHT POLE BANNER PRODUCTION AND INSTALLATION" TO AAA FLAG AND BANNERS MFG, PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.*(Public Services)*

10. QUASI-JUDICIAL & PUBLIC HEARING ITEMS: None

11. FIRST READING ORDINANCES: None

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.

12. SECOND READING ORDINANCES

1. ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF CITY FUNDS EXCEEDING ONE MILLION DOLLARS (\$1,000,000.00), TO FUND SOUTHWEST 34TH TERRACE DRAINAGE PROJECT; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

2. 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-SL); 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)*

13. DISCUSSION AND POSSIBLE ACTION: None

1. RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE DANIA BEACH, FLORIDA, PERTAINING TO RESOLUTION 2024-79, WHICH MODIFIED RESOLUTION 28-85, AND PRESCRIBES RULES OF PROCEDURE FOR CITY COMMISSION MEETINGS; AMENDING THE RULES TO INCLUDE REQUIREMENTS FOR PROVIDING BACK UP INFORMATION ON ALL ITEMS;

PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE
DATE. (*Sponsored by Commissioner Lewellen*)

14. APPOINTMENTS: None

15. COMMISSION COMMENTS

16. ADJOURNMENT



CITY OF DANIA BEACH SPECIAL EVENT APPLICATION

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

PART I: EVENT REQUEST

Event Name: 28th Annual Plywood Regatta

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

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

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

Location: 101 N Beach Rd - North end of Dania Beach Marina

Expected maximum attendance 300 Expected sustained attendance 300

Has this event been held in the past? ☒ Yes ☐ No
If yes, please list the past dates, locations and attendance April 20 & 21, 2024; April 22 & 23, 2023

Multiple years prior; 101 N Beach Rd.; 300

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

Two day boat building competition that introduces kids and community to the craft of boat

building and the Marine Industry. Also serves as a fundraiser for Marine Industry Education.

Requesting for city to assist in setting out barricades the Thursday before as previously done in past years.

Date and Time:	DATE	DAY	BEGIN	END	Attendance
SETUP:	<u>4/25/25</u>	<u>Friday</u>	<u>8</u> <u>AM</u> / <u>PM</u>	<u>5</u> <u>AM</u> / <u>PM</u>	<u>10</u>
EVENT DAY 1:	<u>4/26/25</u>	<u>Saturday</u>	<u>8</u> <u>AM</u> / <u>PM</u>	<u>6</u> <u>AM</u> / <u>PM</u>	<u>300</u>
EVENT DAY 2:	<u>4/27/25</u>	<u>Sunday</u>	<u>8</u> <u>AM</u> / <u>PM</u>	<u>3</u> <u>AM</u> / <u>PM</u>	<u>300</u>
EVENT DAY 3:	<u></u>	<u></u>	<u></u> <u>AM</u> / <u>PM</u>	<u></u> <u>AM</u> / <u>PM</u>	<u></u>
BREAKDOWN:	<u>4/28/25</u>	<u>Monday</u>	<u>8</u> <u>AM</u> / <u>PM</u>	<u>1</u> <u>AM</u> / <u>PM</u>	<u>10</u>

PART II: APPLICANT

Organization Name Marine Industries Association of South Florida Phil Purcell
For-Profit ☒ Non-Profit Private (as registered in Sunbiz)
Address: 221 SW 3rd Ave City, State, Zip: Fort Lauderdale, FL 33312
Date of registration: 1967 State registered in: FL Federal ID # 59-1172985
Email Address: Phil@miasf.org Phone: 954-524-2733
Event Coordinator Name Molly Ringberg Phone: 954-524-2733
Title: Membership & Events Coordinator Phone: 954-524-2733 Cell: 715-209-1715
Email address: molly@miasf.org Fax: _____
Additional Contact Name Lori Wheeler Will you be on site? ☒ Yes ☐ No
Title: Vice President Phone: 954-524-2733 Cell: 561-239-2870
Email address: Lori@miasf.org Fax: _____

Event Production Company (if other than applicant) _____
Address: _____ City, State, Zip: _____
Contact Name: _____ Title: _____
Phone (day) _____ (night) _____ Cell: _____
Email address: _____ Fax: _____

PART III: EVENT INFORMATION

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

Admission/Registration ☒ Yes ☐ No If yes, how much? \$ 0

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

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

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

Amusement Ride ☐ Yes ☒ No

If yes, name a contact of company: _____
What type of rides are you planning? _____

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

Electricity ☒ Yes ___ No ___ Generator ☒ Yes ___ No ___ Amount of Kilowatts _____
Events requiring electricity must be permitted.
Company: Informa Show Management License #: _____

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

Entertainment ☒ Yes ___ No ___
If yes, what type of entertainment will be there? Any notable documents?

Mic & speakers for announcements ☒
Fencing or Barricades ___ Yes ☒ No ___

Include proposed fences in your Site Plan & Narrative

Fireworks & Flame Effects ___ Yes ☒ No ___

Name & Contact of Company conducting the show: _____
A permit and Fire Watch is required for all pyrotechnics displays.

Food Vendors ☒ Yes ___ No ___ Food Trucks ☒ Yes ___ No ___

Cooking Appliance Types (charcoal grills gas grills, deep fryers, etc.) _____
State Health Dept. Tara Palmer at (594) 397-9366 must be notified 10 days prior to event. All Food Vendors must be inspected by BSO Fire to ensure compliance prior to serving food. A fire extinguisher is required for each food booth. If a propane tank is used for a fuel source, it must be secured on the outside of the booth. LP Gas permits may be required.

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

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

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

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

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

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

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

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

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

Food Truck and vendors that are participating at the event.

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

Music ☒ Yes ___ No ___

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

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

MC for announcements, some recorded music

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

Days and times music will be played: April 26th, 10am - 4 pm; April 27th, 8am - 12:30pm

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

Parking Impact ☒ Yes ☐ No If yes, lot location(s)? 101 N. Beach Rd.

Date(s) of Closure 4/25 - 4/27 Time(s) of Closure 8am - 6pm
All Parking Spaces that are impacted by an event will be billed to the event organizer through the City's Parking Division and must be paid in full before the event.

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

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

Sanitation & Waste

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

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

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

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

Security/Police ☒ Yes ☐ No

Name Trident Ground Protection Phone 954-306-3956

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

Security Company _____ Contact _____ Phone _____

Tents or Canopies ☒ Yes ☐ No

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

Quantity and size of each? 2-30x100; 1-10x20; 1-10x10

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

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

Toilets ☒ Yes ☐ No

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

Transportation Plan ☐ Yes ☒ No

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

PART IV: SECURITY AND EMERGENCY SERVICES

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

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

POLICE

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

BSO DETAIL REQUIREMENT

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

BSO EMS DETAIL REQUIREMENT

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

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

The cost for EMS Detail is as follows:

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

FIRE WATCH REQUIREMENT

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

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

The cost of apparatus is as follows:

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

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

Payment for Details can be made as follows:

Payment in person:

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

Payment by mail:

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

Payment online:

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

Please visit:

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

***FEES APPLY FOR ONLINE PAYMENTS**

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

PART V: APPLICANT ACCEPTANCE

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

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

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

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

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

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

PART VI: SUBMISSION

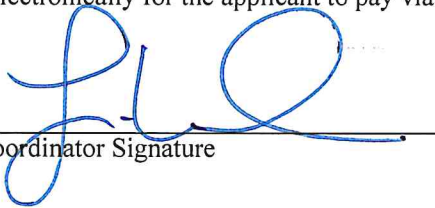
Email application and plans to: dbspecialevents@daniabeachfl.gov

Site Plan must include the following with application:

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

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

Event Coordinator Signature



February 19, 2025

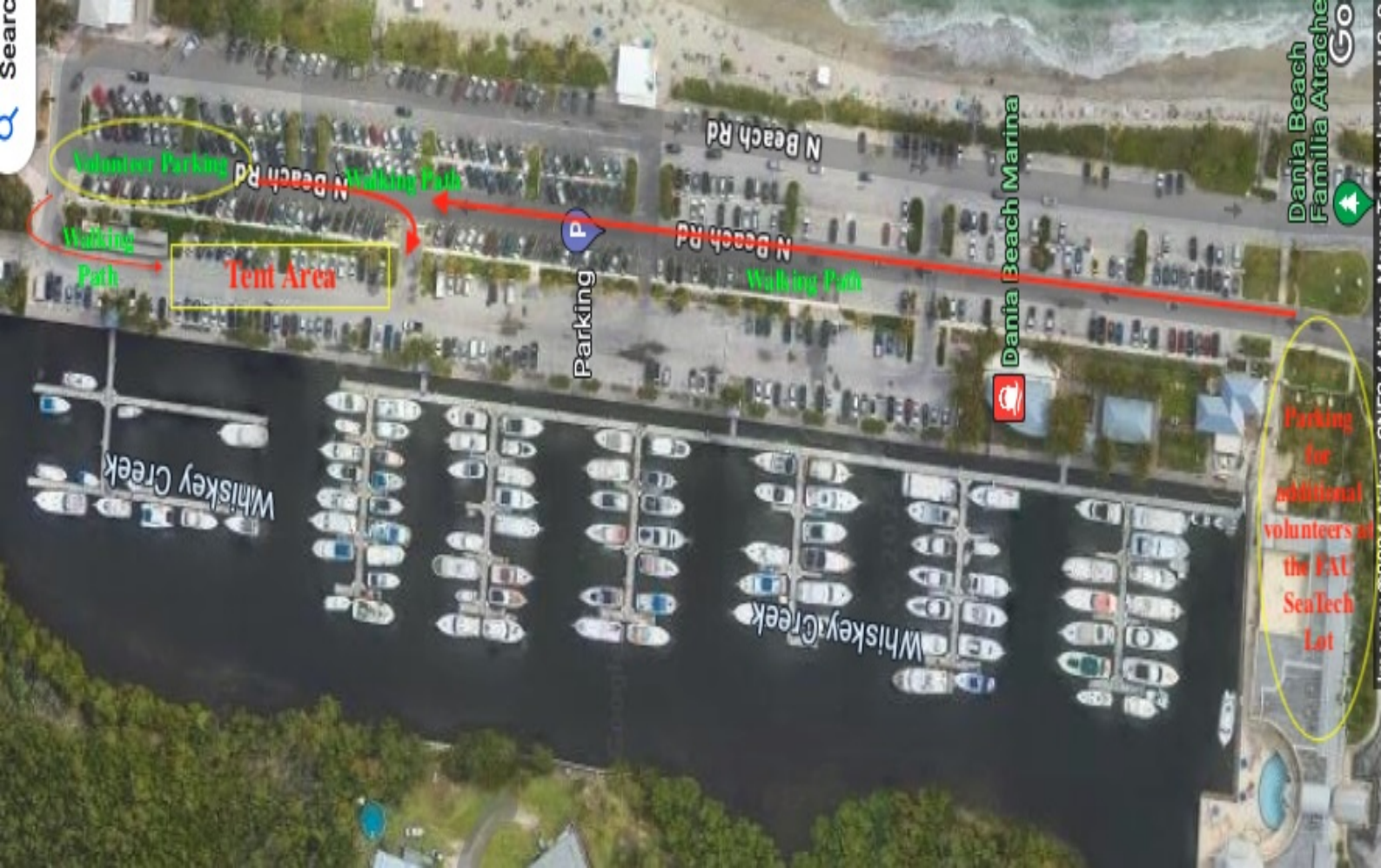
Date



N Beach Rd

P

Parking



Volunteer Parking

N Beach Rd

Walking Path

Parking

N Beach Rd

Walking Path

Dania Beach Marina

Tent Area

Walking Path

Parking
for
additional
volunteers at
the FAL
SeaTech
Lot

Whiskey Creek

Whiskey Creek



CITY OF DANIA BEACH

OFFICE OF THE CITY MANGER

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

MEMORANDUM

Date: April 8, 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 the first city in Broward County to acquire and activate two new BSO skywatch towers, I am pleased to announce that they are already operational. One tower has been positioned at our beach, while the second is located in the NW 1ST Street area. We will continue to relocate the towers as needed based on areas of concern and where we aim to enhance safety and security.

The Community Development Department consistently exceeds expectations, as demonstrated during last week's Commission meeting. Our City has become the first municipality to attain a Class 5 rating in FEMA's Community Rating System, highlighting our dedication to flood resilience. This achievement not only improves safety for the community but also offers residents substantial savings on flood insurance. As a result of this rating, city residents are eligible for an automatic 25% discount on their flood insurance premiums.

Our Beach Rangers are excelling in their efforts to maintain a safe, attractive, and secure beach environment! We have successfully tackled the challenges of Spring Break without any incidents. Our parking patrol has been strengthened, and we have included the FAU parking lot in our services, collaborating with Lucky Fish and Quarterdeck to provide valet services. During peak attendance, the Beach Rangers have effectively managed traffic and ensured smooth vehicle flow through access control.

Recently, our Dania Beach teens organized a sock drive for the homeless. BSO Homeless Outreach Officer Roly Reyes collaborated with the teens, offering valuable insights on how to assist those in need. This is a commendable initiative by our youth to give back to the community!

On April 1st, Lucky Fish celebrated its grand opening with a ribbon-cutting ceremony. The proceeds from the opening day will benefit Feeding South Florida, the primary hunger-relief organization serving communities in South Florida. The funds raised will contribute to Feeding South Florida's mission to eliminate hunger in the region.

We are in the process of recruiting for three key roles within the Public Services Department: the CIP and Grants Administrator, Transit Coordinator, and Assistant Project Manager. We have conducted interviews with several highly qualified candidates and anticipate making a selection within the next few weeks.

The SE Drainage Project is currently in Phase I, which is progressing slightly ahead of schedule. The installation of 12 injection wells is underway, and the design for Phase II was finalized in February, with the bidding process set to begin in April. Construction for this phase is expected to start in June. Additionally, we are introducing two more phases to the SE Drainage Project to cover as much of the southeastern area as possible, aiming to reduce flooding and manage stormwater runoff effectively.

Regarding the Women's Club Historic Restoration, the project specifications are currently being evaluated by Procurement, after which the bidding process will commence. If everything proceeds smoothly, we expect to initiate work by early May 2025.

For the SW 34th Court Drainage Project, located near the Big Fat Greek restaurant, construction is slated to begin in June 2025, with an estimated duration of six months for completion.

The design for the Ocean Park Restrooms is nearing the 50 percent completion milestone. The updated restrooms will be more spacious and fully renovated to accommodate the growing number of visitors at Ocean Park. We anticipate bidding and the start of construction in the first quarter of 2026.

In terms of the Stormwater Master Plan (SWMP), discussions, planning, and prioritization of drainage projects outlined in the master plan will take place over the next six months.

The City is actively seeking grants from various government levels to secure additional funding while minimizing financial burdens on our residents. We remain in contention for two legislative priorities submitted to Tallahassee: 1. An upgrade to the stormwater system at NW 2nd Avenue, estimated at \$1.67 million, for which the city is requesting \$835,000, and 2. A water main replacement in our Arts & Entertainment District, valued at \$700,000, with a request for \$350,000 in grant funding.

Regarding our FDOT Highway Beautification Grant, in September 2024, Public Services submitted two applications aimed at funding the Corridor Landscaping Improvements on East Dania Beach Blvd. On January 9, 2025, the City was informed that both grants, totaling

\$224,000, have been awarded! The City officially accepted the grants in January and held a Phase 2 kick-off meeting with FDOT and the consultants in March to discuss the project timeline.

The LAP / 1st Street Grant from FDOT, amounting to \$360,264, is designated for the streetscape beautification project on NW 1st Street, stretching from Bryan Road to State Road 5/US 1. This funding will support improvements to sidewalks and roadways, as well as enhance pedestrian amenities. In accordance with grant stipulations, the selection of the design firm and proposal negotiations have been reviewed and approved by FDOT. Public Series will recommend the selection of Kimley Horn for design services at an upcoming Commission Meeting to launch this significant project.

Our Planning and Zoning Division continues to meet and collaborate with developers and their team of architects, planners, and attorneys. Please see below a list of projects in the works and being studied and researched by our team:

Mango Residential: This site plan is for the construction of four two-story townhomes. The project is currently being reviewed by DRC.

Braha Residential: This site plan request is to develop 214 residential units within the RAC, and they are requesting to amend the height regulations in the EDBB-MU zoning district from a maximum of 7 stories to 8 stories. This project is currently being reviewed by DRC.

Stanemore Residential: This site plan request is to develop 350 residential units within the RAC, and they are requesting to amend the height regulations in the GTWY-MU zoning district from a maximum of 7 stories to 8 stories. This project is currently being reviewed by DRC.

EDBB Residential: This site plan request is to develop 294 residential units within the RAC, and they are requesting to amend the height regulations in the GTWY-MU zoning district from a maximum of 7 stories to 8 stories. This project is currently being reviewed by DRC.

Tesla Dania Griffin: This project is a previously developed site with a hotel. The modification request is to convert 64 existing parking spaces into charging stations. The project is currently being reviewed by DRC.

Griffin Living: This project is a modification of an existing site. The applicant is requesting a site plan modification to add two parcels to the south to become the common recreation areas for Griffin Living (Pool, cabana, and BBQ area). In addition, this application includes a request for rezoning for concurrency purposes. The special exception is for the outdoor seating for the restaurant proposed on the ground floor. This project is currently being reviewed by DRC.

Special Magistrate Agenda

Case #	Status	Hearing Type	Property Address	Cited Party	Default Inspector
2024-00000228	Active P	H-ABATEMENT - Abatement Hearing	213-215 SW 11 ST	RUGGERI SAMARRA, MARTIN A	Alberto Chavarria
2024-00000264	Active C	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
2024-0001079	Active C	H-EXTENSION - Extension Hearing	329 SW 15 ST	HOLLIS, ZANTHIA	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 C	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
2025-00000052	Active C	H-FIRST HEARING - First Hearing	258 SW 1 CT	DENIS ALBERT	Alberto Chavarria

Special Magistrate Agenda

2025-00000104	Active	H-FIRST HEARING - First Hearing	23 NW 14 CT	DAVIS RANZEL LEE III	Alberto Chavarria
2025-00000346	Active	H-FIRST HEARING - First Hearing	102 SW 1 ST	FIRST DANIA BEACH II LLC	Alberto Chavarria
2025-00000432	Active	H-REPEAT HEARING - Repeat Hearing	102 SW 1 ST	FIRST DANIA BEACH II LLC	Alberto Chavarria
2024-00000204	Active C	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 C	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 C	H-FIRST HEARING - First Hearing	108 SE 2 AVE	YVONNE COLEY-LEWIS	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
2025-00000307	Active	H-FIRST HEARING - First Hearing	825 E DANIA BEACH BLVD	HARE KRISHNA DANIA BEACH LLC	Anson Westberry
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

Special Magistrate Agenda

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
2025-00000326	Active C	H-FIRST HEARING - First Hearing	22 SW 6 AVE	GPW LITTLE HAVANA 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 P	H-ABATEMENT - Abatement Hearing	213-215 SW 11 ST	RUGGERI SAMARRA, MARTIN A	Michelle Shahryar
2023-00000845	Active C	H-ABATEMENT - Abatement Hearing	212 SW 11 ST	JULIANNA HOLDINGS LLC	Michelle Shahryar
2024-00001046	Active C	H-EXTENSION - Extension Hearing	3463 GRIFFIN RD C LOT	GRIFFIN HARBOUR LLC	Michelle Shahryar
2024-00001718	Active C	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
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



Special Magistrate Agenda

2024-00001852	Active C	H-FIRST HEARING - First Hearing	4111 RAVENSWOOD RD	POINTER FAM REV LIV TR POINTER DEAN A TRS	Michelle Shahryar
2024-00001876	Active C	H-FIRST HEARING - First Hearing	4716 SW 33 AVE	BARAKEH LLC	Michelle Shahryar
2024-00001877	Active C	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 C	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
2024-00001794	Active	H-EXTENSION - Extension Hearing	4409 SW 34 TER	LEE, ERNESTO & KIMBERLY	Ricky Ali
2024-00001825	Active C	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
2024-00001880	Active C	H-FIRST HEARING - First Hearing	4248 SW 51 ST	IRINAKA MASAHIRO	Ricky Ali
2024-00001894	Active C	H-FIRST HEARING - First Hearing	4872 SW 44 TER	E & D DANIA LIMITED LLC	Ricky Ali
2024-00001948	Active P	H-FIRST HEARING - First Hearing	4285 SW 48 CT	HEN, NAVA YONA; HEN, YONATHAN	Ricky Ali

Special Magistrate Agenda

2025-00000045	Active	H-FIRST HEARING - First Hearing	4337 SW 49 ST	SULEMA, DAVID ASSAF, YOSSEI	Ricky Ali
2025-00000136	Active C	H-RECURRING - Recurring Hearing	4406 SW 37 AVE	SAGIV, KELLEY	Ricky Ali
2025-00000344	Active	H-FIRST HEARING - First Hearing	4229 SW 49 CT	GONZALEZ, MANUEL H/E BARIENTO MARIE C EST	Ricky Ali
2023-00000410	Active C	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 C	H-ABATEMENT - Abatement Hearing	2240 SW 51 CT	RAVENSWOOD GARDENS ENTERPRISES LLC	Windy Damis
2024-00000514	Active C	H-EXTENSION - Extension Hearing	4951 SW 28 TER	WEINSTEIN, RONALD MITCHELL	Windy Damis
2024-00001001	Active C	H-EXTENSION - Extension Hearing	2950 GRIFFIN RD	2950 GRIFFIN ROAD LLC C/O: ANGELA SULEYMANOVA	Windy Damis
2024-00001605	Active C	H-FIRST HEARING - First Hearing	2465 STIRLING RD	DABBY PROPERTIES; DABBY, KAREN % AUERBACH ASSOC INC	Windy Damis
2024-00001745	Active C	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
2024-00001810	Active	H-FIRST HEARING - First Hearing	2440 SW 58 MNR	2240 SW 58TH LLC	Windy Damis
2025-00000035	Active	H-FIRST HEARING - First Hearing	4950 SW 28 TER	4950 DANIA LLC	Windy Damis



City of Dania Beach
100 WEST DANIA BEACH BLVD
DANIA BEACH, FLORIDA 33004
April 21,2025

Special Magistrate Agenda

2025-00000144	Active	H-FIRST HEARING - First Hearing	4847 SW 28 TER	4847 HAGE PROPERTY LLC	Windy Damis
2025-00000197	Active C	H-FIRST HEARING - First Hearing	4921 SW 29 WAY	RYLES, DEBBIE L	Windy Damis

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City of Dania Beach City Clerk Memorandum

DATE: 4/8/2025

TO: Mayor and Commissioners

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

VIA: Elora Riera, MMC, City Clerk

SUBJECT: First Quarter Advisory Board Attendance Roster

Request:

None.

Background:

During the January 14, 2025 Commission meeting, the City Commission requested to be provided with quarterly updates on the advisory boards attendance. The attached attendance reports cover the period from January through March.

Budgetary Impact

None.

Recommendation

None.

DANIA BEACH HOUSING AUTHORITY

Members	13-Jan-25	10-Feb-25	17-Mar-25	14-Apr-25	12-May-25	9-Jun-25	14-Jul-25	11-Aug-25	8-Sep-25	13-Oct-25	10-Nov-25	Wed. December 18, 2024	TOTAL UNEXCUSED ABSENCES	TOTAL EXCUSED	TOTAL ABSENCES	
Bob Adams	Present	Present	Present										0	0	0	
Amarilla Ivie Cure	Absent	Absent	Resigned 2/18/25										2	0	2	
Rosalind Curry	Absent	Absent	Resigned 2/14/25										2	0	2	
Douglas Hasty	Not Yet Appointed	Not Yet Appointed	Present										0	0	0	
Albert Jones	Not Yet Appointed	Absent	Present										1	0	1	
Gail Wooten Jones	Not Yet Appointed	Not Yet Appointed	Present										0	0	0	
Polly Jones Mosely	Present	Present	Present										0	0	0	
Dr. Bennie Moultry	Appointed but no contact	Present	Present										0	0	0	
Celeste Oatman	Present	Present	Present										0	0	0	

[illegible]

Members																	
	Meeting 2/19/2025	Meeting 3/19/2025	Date of meeting	Date of meeting	Date of meeting	Date of meeting	Date of meeting	Date of meeting	Date of meeting	Date of meeting	Date of meeting	Date of meeting	TOTAL UNEXCUSED ABSENCES	TOTAL EXCUSED	TOTAL ABSENCES		
Michael Porter	Present	Excused Absence											1	1			
Brandy Oliver	Present	Excused Absence											1	1			
Rene Buck	Excused Absence	Present											1	1			
Joanna Davis	Present	Present											0	0			
Laura Lombardo	Present	Present											0	0			

[illegible]

MARINE ADVISORY BOARD

Members	January 15, 2025	February 19, 2025	March 19, 2025	April 16, 2025	May 21, 2025	June 18, 2025	July 16, 2025	August 20, 2025	September 17, 2025	October 15, 2025	November 19, 2025	December 17, 2025	TOTAL UNEXCUSED ABSENCES	TOTAL EXCUSED	TOTAL ABSENCES	
Stacy Brown	Present	Present	Present										0	0	0	
Robert Ostrov	Present	Absent	N/A										1	0	1	
Michael Porter	Present	Present	N/A										0	0	0	
Gregory Ralston	Present	Present	N/A										0	0	0	
Anthony Thackham	Absent	Present	Present										1	0	1	

PLANNING AND ZONING BOARD

MEMBER ATTENDANCE

YR 2025

P&Z BOARD	Date Appointed	1/15/2025	2/19/2025	3/19/2025	4/16/2025	5/21/2025	6/18/2025	7/16/2025	8/20/2025	9/17/2025	10/15/2025	11/19/2025	12/17/2025	Annual Total
Sascha Rauhe	12/10/2024	Meeting Cancelled	E	P										
W. Quin Robertson	12/10/2024		P	P										
Randall Wright	12/10/2024		P	P										
Gabriel De Las Salas	1/14/2025		P	P										
Joanna Granett	1/28/2025		P	P										
Brandy Oliver														
Tobin Silver	1/14/2025													
P = PRESENT														
A = ABSENT														
E= EXCUSED														

PUBLIC ART ADVISORY BOARD

MEMBER ATTENDANCE 2025

PAAB	Term	1/27/2025	2/24/2025	3/17/2025	4/21/2025	5/19/2025	6/16/2025	7/21/2025	8/18/2025	9/15/2025	10/20/2025	11/17/2025	12/15/2025	Annual Total
Kelly Sharaby	1-year initial term (June 2025)	P	M E E T I N G	P										
	Option for additional 2-year term													
Lilli Schipper	3-year initial term (June 2025)	P		E										
	Option for additional 2-year term													
Joanna Granett	3-year initial term (June 2025)	P		P										
	Option for additional 2-year term													
Meaghan Kent	2-year initial term (June 2024)	P		P										
	Option for additional 2-year term													
Lloyd Goradesky	2-year initial term (June 2024)	E		P										
	Option for additional 2-year term													
Marc Aptakin	2-year initial term (June 2024)	P		P										
	Option for additional 2-year term													
Jennifer Love Gironda	Appointed on 11/2023	P		P										

P = PRESENT

A = ABSENT

E= EXCUSED

[illegible][illegible]

PARKS, RECREATION AND COMMUNITY AFFAIRS ADVISORY BOARD

Members	21-Jan	18-Feb	18-Mar	15-Apr	20-May	Summer break reconvene September	16-Sep	21-Oct	18-Nov	16-Dec	Date of meeting	Date of meeting	TOTAL UNEXCLUDED ABSENCES	TOTAL EXCLUDED	TOTAL ABSENCES
Keith Roberts (Chair)	Present	Present	Present								N/A		0	0	0
Richard Aube (Vice Chair)	Present	Absent	Present								N/A		1	0	1
Victoria Roeser	Present	Present	Present								N/A		0	0	0
Andy Li	Present	Present	Present								N/A		0	0	0
John Mode	Excused Absent	Present	Excused Absent										0	2	2
Jeff Hansen (Alternate)	Not Appointed yet	Present	Absent								N/A		0	1	1



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

1. CALL TO ORDER/ROLL CALL

Mayor Davis called the meeting to order at 7:18 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:

- 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

Mayor Davis requested approval to include the two additional items.

Commissioner Lewellen made a motion to allow the inclusion of both presentation items 3.2 3.3. The motion was seconded by Vice Mayor Salvino which carried unanimously on voice vote.

There was Commission consensus to approve item 3.1.

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

Stacy Brown was not in attendance. Mayor Davis moved on to the next item.

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

Mayor Davis introduced Amanda Deroxtra of Mad Arts who spoke about the "I Was Here" project and presented a PowerPoint presentation.

Mayor Davis commented that the images were stunning, and the presentation was amazing, but she would like the Commission to be able to view the presentation again when the audio is working better as she would like to see something like this in the city.

4. PROCLAMATIONS

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

Mayor Davis read the proclamation into the record and presented the proclamations to the Women's Auxiliary from American Legion Posts 209 and 304 and the Dania Beach Women's Club.

5. ADMINISTRATIVE REPORTS

5.1 City Manager

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

- Dania After Dark – Wine and Seafood Festival
- Dania After Dark – Blues & BBQ on April 12, 2025
- Mullikin Park Ribbon Cutting
- Meeting with Francisco Rojo for City Place Ribbon Cutting Ceremony
- Budget Workshop and Meetings with City Commission
- Leadership Retreat at Thallata Estate
- Meeting with Arnaldo Suarez General Manager of The Casino at Dania Beach
- Lucky Fish Parking
- Veteran's Park
- First Annual National Day of Prayer

There was Commission consensus to bring the community together on May 1, 2025 for National Day of Prayer.

5.2 City Attorney

City Attorney Boutsis introduced the new Assistant City Attorney Luis Figueredo and provided a brief overview of his work experience.

5.3 City Clerk - Reminders

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

- March 31, 2025 City Commission Meeting - 7:00 p.m.
- April 8, 2025 - City Commission Meeting - 7:00 p.m.

6. PUBLIC SAFETY REPORTS

Captain Tarala reported on recent criminal activity in the city and spoke about Dania After Dark and spring break at Dania Pointe. He noted there was not a single security concern. He advised the Commission that barricades will also be provided for the next Dania After Dark event, and they will have their deputies on the beach for spring break from this weekend going forward.

Fire Chief Pellecer reported that the BSO Police and Fire team along with The Robin Foundation and the Florida Department of Health passed out Narcan to 38 hotels in the area. He advised that the fire truck they sent off for refurbishment will be back in December and placed back in service by January 2026. He reported that there are 17 new recruits currently in training and tomorrow they will participate in a Mass Casualty Incident Drill, where they will learn how to deal with large scale emergencies.

7. CITIZENS' COMMENTS

The following spoke under citizens' comments:

- Patricia Tyra- 2912 SW 54th Street
- Linda Wilson – Address not provided
- Janet McCombs – 41 SW 5th Street
- Howard P. Clark, III on behalf of Shawn DeRosa – 408 SE 5th 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: February 11, 2025 Regular City Commission Meeting

Approved under consent agenda.

8.2 Travel Requests: None.

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

Approved under consent agenda.

8.4 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)*

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 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)*

Approved under consent agenda.

8.6 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)*

Approved under consent agenda.

8.7 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)*

Approved under consent agenda.

8.8 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)*

Approved under consent agenda.

8.9 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)*

Approved under consent agenda.

8.10 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)*

Approved under consent agenda.

9. BIDS AND REQUESTS FOR PROPOSALS

There were no bids or requests for proposals.

10. QUASI-JUDICIAL HEARINGS

10.1 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)*

City Attorney Boutsis read the title of the resolution into the record.

Commissioner Rimoli introduced the item.

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

Vice Mayor Salvino said that he could not have served on the Commission the first time around without Mrs. Brandimarte's support, strength and knowledge. He thanked Mrs. Brandimarte for all the service she gives to the city.

Commissioner Lewellen thanked Mrs. Brandimarte for her 26 years of service and for growing the seniors' organization.

Commissioner Ryan thanked Ms. Brandimarte for coming tonight and said the City appreciates her contribution and dedication to the City, however he does not see sufficient information in the backup for the item. He feels there needs to be a better process when it comes to naming city owned areas. He does not believe there should be another name on the I.T. Parker Center and there needs to be a better vetting process when it comes to such a historic building.

Mayor Davis thanked Mrs. Brandimarte for her 26 years of service and said she does believe the facility naming process is not clear and the city needs to have specific criteria set forth. Mayor Davis asked City Attorney Boutsis about the criteria for naming a street and City Attorney Boutsis explained the naming process. Mayor Davis commented that she does not believe the criteria is aligned, and she believes there needs to be transparency of funds. She reiterated that this is not personal but that she is a process-oriented person. The last 4 naming's have been commissioner to commissioner and these are things that need to be considered when major decisions are made.

Vice Mayor Salvino said he feels that for someone to give 26 years of their life to encourage the seniors of the city, he thinks Mr. Parker would like to see that happen and he believes he would recognize the contribution. He noted it is not changing the name of the building, and that there are many areas where you'll see plaques, even outside of the I.T. Parker Center when you enter the door. He does not see where someone should not be recognized for their contributions and this may be an opportunity to do so, he believes recognition should be observed.

Commissioner Rimoli commented that he did follow the criteria currently set forth.

City Attorney Boutsis clarified that this requires a 4/5th vote for this item to pass.

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

11. FIRST READING ORDINANCES

11.1 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)*

City Attorney Boutsis read the title of the ordinance into the record.

Deputy Director of Community Development Corinne Lajoie introduced the item.

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. The motion was seconded by Commissioner Lewellen 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 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)*

City Attorney Boutsis read the title of the ordinance into the record.

Deputy Director of Community Development Corinne Lajoie introduced the item.

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

- Yavocka Young Smith – 263 SW 3rd Terrace
- Unintelligible – 2637 E. Atlantic Blvd. #1011, Pompano Beach

Vice Mayor Salvino addressed the speaker and said he does not know that the lot he is speaking of is large enough for a duplex, but he is open for discussion. He suggested going to Planning and Zoning to find out if he is able to do so.

Commissioner Ryan questioned Deputy Director Lajoie about the maximum number of units allowed on a multi-family lot and Deputy Director Lajoie responded that it depends on residential land use and density as to the number of units.

Vice Mayor Salvino made a motion to approve the item. The motion was seconded by Commissioner Ryan which carried 5-0 on roll call vote.

12. SECOND READING ORDINANCES

There were no second reading ordinances.

13. DISCUSSION AND POSSIBLE ACTION

13.1 Clarification of Sponsorship for the Dan Marino Autism Awareness Family Sunday Event - *City Clerk*

City Clerk Elora Riera introduced the item. and said she is seeking clarification on the distribution of the contingency funds amongst the Commission.

Mayor Davis recommends taking \$4,000.00 from the Commission contingency along with the \$1,000.00 from the City Manager's contingency.

There was Commission consensus for the contingency funds.

13.2 Advisory Board Qualifications - *City Clerk*

City Clerk Elora Riera introduced the item and reviewed the qualifications for the Planning & Zoning Board and Parks, Recreation and Community Affairs Advisory Board.

There was Commission consensus to approve the recommendations as discussed for both boards.

13.3 Naming of the Southwest Community Center - *Sponsored by Commissioner Lewellen*

Commissioner Lewellen introduced the item and spoke about her motivation for naming the center after Carolyn Jones.

Mayor Davis agreed to receive the signatures and get community buy-in from a good portion of the city. She thanked Commissioner Lewellen for bringing the item forward and shedding light on the direction she is going.

13.4 Discussion on the Nyberg Swanson House - *Sponsored by Commissioner Lewellen*

Commissioner Lewellen introduced the item and commented that there needs to be a plan and clear direction and criteria on who will be moving into the facility.

Discussion ensued amongst the Commission about who is interested in moving into the space and what it will be used for. It was agreed that there should be a criteria outlined for the space and a game plan for how documents will be stored and how the city is going to procure the furniture and all the things going into it.

Vice Mayor Salvino offered his office as temporary storage for the Historical Society documents that are currently being housed in the Assistant City Attorney's office.

14. APPOINTMENTS

14.1 Advisory Board Appointments – City Clerk

Dania Beach Housing Authority
1 appointment – Mayor Davis

Mayor Davis appointed Douglas Hasty to the Dania Beach Housing Authority Board.

There was Commission consensus for the appointment.

15. COMMISSION COMMENTS

15.1 Commissioner Lewellen

Commissioner Lewellen commented that she was happy to see the consent agenda passed as item 8.3 was her item and she would like to continue to support Dania Beach residents for Summer Camp. She hopes that this is something the Commission will continue after she is termed out. She said Dania After Dark was amazing and there was a huge turnout. She commended the Public Safety team as there were no incidents. She voiced concern about the parking situation at the beach and commented that it is something the city needs to address. She hopes that the issue will come back before the Commission with a report of ideas and solutions to ensure things run smoothly.

15.2 Commissioner Rimoli

Commissioner Rimoli reminded the Commission that the Prestige Club's etiquette class with Collins Elementary is tomorrow at Tropical Acres at 10:30 a.m. He noted that Channel 10 news will be in attendance and encouraged his colleagues to attend.

15.3 Commissioner Ryan

Commissioner Ryan pointed out that the ribbon cutting for the Love Mural is also tomorrow at 10:30 a.m.; he will do his best to attend both events. He noted the city has had many wonderful events recently and he has received great feedback. He reminded everyone that the Dania After

Dark - Blues & BBQ Celebration will be coming up in April. He said he appreciates all the work of the city's first responders and commended Broward Sheriff's Office deputies for all they are doing at Dania Pointe, Dania After Dark, throughout the waterways and at the beach. He has received nothing but compliments for the city's deputies and firefighters and commends the leadership of Chief Pellecer and Captain Tarala. He agreed that a lot was accomplished today and said he looks forward to seeing how the CRA does under the city management purview.

15.4 Vice-Mayor Salvino

Vice Mayor Salvino spoke about a meeting he and City Manager Garcia had today with the Quarterdeck regarding parking. He noted that the weekends are usually the issue and City Manager Garcia has come up with a lot of good plans. He provided a summary of the different parking options that are being considered and provided. He commented that there are still complaints regarding the price of parking but noted Dania Beach is still the cheapest of all the neighboring cities. He mentioned the numerous parking pass options available in the city for those that wish to avoid the hourly rate.

Mayor Ryan included that he has been in discussions with management and staff to bring a water taxi stop into the pier.

15.5 Mayor Davis

Mayor Davis noted she has heard the concerns about parking but wants to compliment the Public Services team who maintain the beach every day. The beach has not looked more beautiful. She confirmed the ribbon cutting ceremony for the Love mural is tomorrow and apologizes for the conflict. She noted this is one of 9 Love murals in Broward County. She thanked the Parks and Recreation team for all they do for Dania After Dark and said she had the most fun at the Art & Seafood Festival. She spoke about attending a tour at Career Source Broward and mentioned the additional services they provide, she commented that she will be looking at additional potential partnerships. She attended the First Friday lunch and spoke about how successful it was. She thanked the P.E.A. for being great partners with the city. She attended the Rose Awards, where 15 frontline workers from Marriott Dania Pointe were recognized. She congratulated Daniel Lam who is the General Manager and new president of the FRLA. She thanked the commission and said she appreciates their professionalism and responsiveness and as long as they work together, there is nothing they cannot accomplish.

16. ADJOURNMENT

Mayor Davis adjourned the meeting at 9:26 p.m.

ATTEST:

CITY OF DANIA BEACH

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

Approved:



City of Dania Beach Public Services Memorandum

DATE: 4/8/2025

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: AUTHORIZATION TO APPLY FOR THE 51ST YEAR COMMUNITY
DEVELOPMENT BLOCK GRANT PROGRAM**

Request:

The Public Services Department (PSD) is requesting the City Commission's approval to apply for the 51st Year Community Development Block Grant (CDBG) Program for a grant amount of \$177,575.00.

Background:

The City was awarded multiple CBDG projects from Broward County in years 2022 (Year 48), 2023 (Year 49), and 2024 (Year 50) for Oasis neighborhood improvements. This has included replacement of solar light fixtures and light poles, driveway replacements from impervious to pervious brick pavers, sidewalk replacements, and new signage.

The Year 51 CBDG project is a continuation of the Year 49 and Year 50 projects, in which the City plans to replace impervious driveways with pervious brick pavers, conduct sidewalks replacements, and signage replacements. Year 51 CDBG improvements are planned for SW 13th Street in the Census Tract 801.02 – Block Group 4. A Public Hearing is scheduled during the April 8th Commission Meeting. The application is due on April 21, 2025.

Budgetary Impact

There is no budgetary impact for the City as the project is expected to be fully funded by the grant amount.

Recommendation

PSD recommends authorization to apply for the Year 51 CDBG in the amount of \$177,575.00.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY'S APPLICATION FOR THE 51ST YEAR COMMUNITY DEVELOPMENT BLOCK GRANT ("CDBG") PROGRAM IN THE AMOUNT OF ONE HUNDRED SEVENTY-SEVEN THOUSAND FIVE HUNDRED SEVENTY-FIVE DOLLARS (\$177,575.00), TO PROVIDE FUNDING FOR OASIS NEIGHBORHOOD IMPROVEMENTS IN CDBG ELIGIBLE AREAS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the 51st Year Community Development Block Grant ("CDBG") Program for Fiscal Year 2025-2026 is administered by Broward County Housing Finance and Community Development Division; and

WHEREAS, the City of Dania Beach will apply for the 51st Year CDBG Program in the amount of One Hundred Seventy-Seven Thousand Five Hundred Seventy-Five Dollars (\$177,575.00), for Census Tract 801.02 - Block Group 4 eligible area including paver driveways to improve drainage, sidewalk replacements, and new signage; and

WHEREAS, Public Notice was published in the Sun-Sentinel on March 30, 2025, at least ten days prior to April 8, 2025, Public Hearing; and

WHEREAS, a public hearing is April 8, 2025, during the City Commission Meeting, public comments will be open on the City's proposed application for the "Oasis Neighborhood Improvement Program, Phase XVIII"; and

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

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

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

Section 2. That the 51st Year application for the Community Development Block Grant Program for the "Oasis Neighborhood Improvement Program, Phase XVII" within Census Tract 804.05 - Block Group 2 in the amount of One Hundred Seventy-Seven Thousand Five Hundred Seventy-Five Dollars (\$177,575.00) in compliance with CDBG regulations, is approved and the submission of the application by the proper City officials is approved.

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

Section 4. That CDBG funding in the amount of \$177,575.00 for the “Oasis Neighborhood Improvement Project” will be funded by the County

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

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

PASSED AND ADOPTED on _____, 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 Finance Memorandum

DATE: 4/8/2025

TO: Mayor and Commissioners

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

VIA: Yeimy Guzman, Chief Financial Officer

SUBJECT: A Resolution authorizing the assignment of the consulting services agreement from Government Services Group, Inc. or Anser Advisory LLC to Accenture LLP and authorizing a two-year agreement extension.

Request:

Approve a resolution to assign the consulting services agreement from Government Services Group, Inc., or Anser Advisory LLC to Accenture LLP and authorizing a two-year agreement extension.

Background:

On November 9, 2021, the City approved Resolution No. 2021-176, which authorizes a contract with Government Services Group (GSG) for the fiscal years 2021 through March 2025, including an optional two-year renewal. The City intends to utilize the renewal option as it still needs GSG's consulting services for ongoing support on best practices concerning the ARPA program and for efficient fund management.

Additionally, effective December 2024, Government Services Group (GSG), operating as Anser Advisory LLC, has fully integrated into Accenture's new Infrastructure & Capital Projects (I&CP) practice and has begun operating under the Accenture brand.

The Resolution authorizes GSG to assign the agreement to Accenture and further authorizes the proper City officials to execute the two-year extension of the agreement.

Budgetary Impact

Same terms have been extended as in the original agreement.

Recommendation

Approve the Resolution authorizing the assignment of the consulting services agreement from Government Services Group, Inc., or Anser Advisory LLC to Accenture LLP and authorizing a two-year agreement extension.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE ASSIGNMENT OF MANAGEMENT CONSULTING SERVICES AGREEMENT RELATING TO THE AMERICAN RESCUE PLAN (ARPA) FUNDS, BETWEEN THE CITY OF DANIA BEACH AND GOVERNMENT SERVICES GROUP (GSG), OPERATING AS ANSER ADVISORY LLC, TO ACCENTURE A LIMITED LIABILITY PARTNERSHIP AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA; AND AUTHORIZING A ONE-TIME, TWO-YEAR EXTENSION OF THE UNDERLYING AGREEMENT WITH SERVICES TO BE RENDERED BY ACCENTURE; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on November 9, 2021, the City adopted Resolution No. 2021-176 authorizing the execution of an agreement with Government Services Group (GSG), which was operating as Anser Advisory, LLC, for fiscal years 2021 through December 31, 2024, with a two-year optional renewal term; and

WHEREAS, effective December 2024, Government Services Group (GSG), and Answer Advisory, LLC, has fully integrated into Accenture LLP authorized to do business in the State of Florida which has a new Infrastructure & Capital Projects (I&CP) practice and has begun operating under the Accenture brand; and

WHEREAS, the existing agreement with GSG was scheduled to expire on December 31, 2024; and the City wishes to exercise the option for the one-time, two-year renewal, as the City continues to require the consulting services of GSG for ongoing guidance on best practices related to the ARPA program and for the effective administration of funds; and

WHEREAS, The City Administration recommends that the City Commission approve the assignment of its agreement with GSG to Accenture, and a two-year extension of the agreement.

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

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

Section 2. That the City Commission authorizes the assignment of the agreement for consulting services from GSG to Accenture LLP, attached as Exhibit “A” and authorizes the proper City officials to execute the two-year extension of the agreement, which is attached as Exhibit “B” and has been made a part of and incorporated into this Resolution by this reference.

Section 3. The two year extension shall comply with the pricing of the underlying agreement, and the City has already budgeted the funding for the proposed two year renewal of the underlying service agreement assigned to Accenture LLP.

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

Section 5. That this Resolution shall be effective immediately.

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



March 18, 2025
Yeimy Guzman
City of Dania Beach
yguzman@daniabeachfl.gov

Attention: Yeimy Guzman

Subject: City of Dania Beach Consent to Assignment and Contract Renewal

Reference: Agreements between Government Services Group and Dania Beach and all amendments, exhibits, schedules, task orders, and/or statements of work associated therewith (collectively, the "Agreement")

Dear Yeimy Guzman:

As you may know, Accenture ("Accenture") acquired Anser Advisory LLC, Anser Advisory Consulting LLC, Anser Advisory Management LLC as well as the other subsidiaries of the Company ("Anser") on August 7, 2023 (the "Transaction").

As a result of the Transaction, and as part of an internal reorganization to effectively integrate the Anser business into Accenture's operations (the "Operational Reorganization"), the business of Anser will be transferred to Accenture LLP, the primary operating entity in the United States for the Accenture group of companies. Upon such intracompany transfer, Accenture will assume, pay, perform, and discharge in due course the obligations under the Agreement. Such assignment will be effective as of August 7, 2023.

In accordance with the terms of the Agreement, Anser hereby provides you with notice of the assignment of the Agreements which will occur as a result of the Operational Reorganization. This official communication and assignment of the contract was communicated in an official communication delivered to the City on January 23, 2025.

Similarly, Accenture, under assignment of this agreement, agrees to a two year extension of the agreement "AGREEMENT-PMO-232-2021" between Accenture and the City of Dania Beach, with the existing terms and conditions remaining in full effect.

If you have any questions regarding the Operational Reorganization, please contact Corey Burbach. Please email a scanned copy of your signature on this letter to C.Burbach@accenture.com. This letter may be executed in multiple counterparts, which taken together shall constitute one instrument.

We are excited about our future as part of Accenture and the opportunity to continue working with you.

A handwritten signature in blue ink, appearing to read "Corey Burbach", written over a horizontal line.

Sincerely,
Corey Burbach
Senior Vice President

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "Agreement") is entered into this 9 day of November, 2021, by and between the City of Dania Beach (the "City"), and Government Services Group, Inc. ("GSG"), a Florida corporation.

WITNESSETH

WHEREAS, GSG is well qualified and experienced in assisting local government with the development and implementation of services related to the American Rescue Plan (ARP) and have agreed to make themselves available to provide professional services to assist the City in preparing and implementing its ARP plan; and

WHEREAS, GSG shall furnish specialized professional services directly to City staff;

NOW, THEREFORE, in consideration of the work to be performed and the payment for the performance of the work, and of the mutual covenants contained herein and the mutual benefits to flow each unto the other, and for other good and valuable consideration, the Parties agree as follows:

TERMS

1. Recitals.

The recitals and all statements contained herein are hereby incorporated into and made part of this Agreement.

2. Services to be Performed by GSG.

GSG shall, in conjunction with the general direction of the office of the Finance Director, City Attorney or their representative designees, provide the professional services described in the Scope of Services attached and incorporated by reference into this Agreement as Appendix A in order to assist the City in the development of the ARP Project.

3. Term of the Agreement and Time Requirements.

This Agreement shall become effective upon the signature by the duly authorized representative of the City and GSG for the Fiscal Year 2022-ARP Project and shall remain in effect for the completion of the City's ARP related services, or until completion of the program on December 31, 2024, whichever date is later. GSG shall promptly begin and diligently provide the professional services contemplated in this Agreement in accordance with the project objectives. Accordingly, time is of the essence of this Agreement. The agreement may be extended for two (2) year as mutually agreed upon by both parties.

4. Schedule of Fees.

For services to be provided hereunder by GSG, GSG shall work based on a "not to exceed" fee estimate and is based on the level of effort required to implement the services requested by the City as described in the Scope of Services in Appendix A. Except as noted below, this fee estimate includes reimbursement for all out-of-pocket expenses.

The fee for professional services for Phase One includes two (2) on-site visits by GSG staff to the City. For Phase Two, and for any meetings in Phase One exceeding two meetings, any on-site meetings may be arranged at the hourly rates provided below. All expenses related to additional meetings will be billed in accordance with Section 112.061, Florida Statutes. If necessary, in lieu of on-site visits, periodic telephone conference calls or “WebEx” type meetings may be scheduled to discuss project status.

The hourly rates for GSG are as follows:

GOVERNMENT SERVICES GROUP, INC.

Principal	\$250
Senior Consultant.....	\$185
Consultant	\$150
Junior Consultant	\$115

The City is responsible for any and all social media posting, technology enhancements or hosting fees, newspaper publications, including, but not limited to, making arrangements for publications and any costs associated therewith.

5. Cooperation of the City.

It shall be the obligation of the City to timely provide GSG with all reasonably required information, data and records necessary to complete the ARP Project.

The scope of services contemplated herein contemplates that the City will timely provide the necessary budget background information or data required to develop the ARP Project, timely provide staff to conduct internal follow-up and provide swift policy direction regarding various components of the ARP Project.

6. Documents.

All documents, electronic media, and other data developed by GSG in connection with the ARP Project shall be reproduced and made available to the City by GSG at any time upon request of the City. When any work contemplated under this Agreement is completed or for any reason is terminated prior to completion, all of the above data shall be timely reproduced and delivered to the City upon written request.

7. Termination.

The City reserves the right to terminate this Agreement at any time and for any reason, by written notice. In the event of termination prior to the completion of the ARP Project provided for by this Agreement, such termination shall in no way prejudice the payments due to GSG for services rendered, provided that the termination is not due to a default on the part of GSG. The City, at its sole option, may decide not to move forward at any time, The City shall solely be responsible for the professional fees and expenses actually incurred through the date GSG is notified of termination then being due and payable.

8. Default Provision.

In the event that GSG shall fail to comply with each and every term and condition of this Agreement, or fail to perform any of the terms and conditions contained herein, then, the City, in addition to all other remedies available by law, at its sole option, and upon thirty (30) days prior written notice to GSG, may cancel and terminate this Agreement.

9. Conflict of Interest.

GSG covenants that no person under their employ who presently exercises any functions or responsibilities in connection with this Agreement has any personal financial interest, direct or indirect, with the City. GSG covenants that, in the performance of this Agreement, no person having such conflicting interests shall be employed. Any such interests on the part of GSG or its employees must be disclosed in writing to the City. Also,

GSG is aware of the conflict of interest laws of the State of Florida, and agrees that it shall fully comply in all respects with the terms of said laws.

10. Award of Agreement.

GSG warrants that it has neither employed nor retained any company or person to solicit or secure this Agreement, that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, or gifts or any other consideration contingent upon or resulting from the award or making of this Agreement.

GSG also warrants that to the best of its knowledge and belief no office holder or employee of the City is interested directly or indirectly in the profits or emoluments of this Agreement.

11. Entire Agreement.

This Agreement represents the entire and integrated agreement between the City and GSG and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument executed by the City and GSG. The parties hereto agree that this Agreement shall be construed and enforced according to the laws, statutes and case law of the State of Florida, and the parties stipulate venue shall be in Broward County, Florida.

12. Successors and Assigns.

This Agreement shall be binding upon the parties hereto and their respective heirs, executors, legal representatives, successors and assigns.

13. Insurance.

GSG shall maintain during the terms of this Agreement professional liability insurance in a minimum amount of \$1,000,000 covering all liability arising out of the terms of this Agreement, and add the City as an additional insured.

GSG agrees to, in the performance of work and services under this Agreement, comply with all federal, state, and local laws and regulations now in effect, or hereinafter enacted during the term of the agreement that are applicable to GSG, its employees, agents, or subcontractors, if any, with respect to the work and services described in this AGREEMENT. GSG shall obtain at GSG's expense all necessary insurance in such form and amount as required by this Proposal or by the City's Risk Manager before beginning work under the Agreement. GSG shall maintain such insurance in full force and effect during the life of the Agreement. GSG shall provide to the City's Risk Manager current certificates of all insurance required under this section prior to beginning any work under the Agreement. GSG shall indemnify and save the City harmless from any damage resulting to it for failure of a GSG to obtain or maintain such insurance.

The following are required types and minimum limits of insurance coverage, which the GSG agrees to maintain during the term of this contract:

The Contractor (the term "Contractor" refers to the successful GSG in this AGREEMENT) shall not commence Work under the Agreement until Contractor has obtained all insurance required in this AGREEMENT, and not until such time that the coverages are approved by the Risk Manager of the City. The Contractor shall not allow any employee of Contractor or any Subcontractor to commence Work on any subcontract until the subcontractor and all Coverages required of any subcontractor have been obtained and approved in writing by the Risk Manager of the City. In addition, Contractor shall be responsible for any and all policy deductibles and self-insured retentions.

The following are requirements that must be met regarding the GSG's delivery of Certificates of Insurance for all coverages required in the Agreement:

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“Special Provisions”, as referenced below under each type of insurance requirement shall be fully confirmed on or attached to the Official certificates.

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

Coverages shall be in force until all Work required to be performed under the terms of the Agreement, including any applicable warranty period, is satisfactorily completed as evidenced by the formal written acceptance by the City. In the event insurance certificates provided to City indicate that the insurance shall terminate and lapse during the period of the Agreement, including any applicable warranty period, then in that event, the Contractor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverages for the balance of the period of the Agreement, including any extension of it, and including any applicable warranty period, is in effect.

THE CONTRACTOR AND ANY SUBCONTRACTOR SHALL NOT PERFORM OR CONTINUE WORK PURSUANT TO THE AGREEMENT, UNLESS ALL COVERAGES REMAIN IN FULL FORCE AND EFFECT. ANY DELAY IN THE WORK CAUSED BY A LAPSE IN COVERAGE SHALL BE NON-EXCUSABLE, SHALL NOT BE GROUNDS FOR A TIME EXTENSION, AND WILL BE SUBJECT TO ANY OTHER APPLICABLE PROVISIONS DESCRIBED IN THE AGREEMENT OR ELSEWHERE IN THE PROPOSAL DOCUMENTS CONCERNING CONTRACTOR DELAY.

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

Comprehensive General Or Commercial Liability Insurance is to include bodily injury, broad form property damage, products/completed operations, blanket contractual liability, and personal/advertising injury with limits of no less than One Million Dollars (\$1,000,000.00) per occurrence, and Two Million Dollars (\$2,000,000.00) annual aggregate. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office.

Special Provisions As To General Liability Insurance: (to be confirmed on or attached to the Official Certificate of Insurance)

- * Annual Aggregate shall apply “Per Job”;
- “The City of Dania Beach, Florida” is added as a named “Additional Insured”;
- Additional Insured status is included for Products completed operations coverage for a period of no less than five (5) years following the completion of the Work;
- Additional insured coverage shall be no more restrictive than Insurance Services Office (ISO) form

CG 2037 (07 04);

- Contractor's insurance shall be primary and non-contributory;
- Waiver of Subrogation in favor of the City;
- 30 Days' Notice of Cancellation or modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and
- Copy of Additional Insured Endorsement or other endorsements may be attached to the Certificate.

Workers' Compensation Insurance shall be maintained by Contractor and any subcontractors during the life of the Agreement, including any applicable warranty period(s), and it is to apply to all "statutory employees" of Contractor (as that phrase is defined by Chapter 440, Florida Statutes), in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws, for the benefit of the Contractor, its employees, and Subcontractors. In the case any work is sublet as otherwise addressed in the Agreement or Proposal Documents, the Contractor shall require any Subcontractors similarly to provide Workers' Compensation Insurance for all of the latter's employees, in addition to any coverage afforded by the Contractor, by furnishing statutory limits Part A, and no less than \$100,000/\$100,000/\$500,000 Employers' Liability limits Part B.

- In no event shall the Contractor be permitted to utilize in the prosecution of the work, the following: i) any employee, subcontractor or subcontractor employee who is exempted or purported to be exempt from workers' compensation insurance coverage; or ii) any employee, subcontractor or subcontractor employees who will be covered by an employee leasing arrangement.
- Special Provisions As To Workers' Compensation Insurance: (to be confirmed on or attached to the Official Certificate of Insurance)
- 30 Days' Notice of Cancellation or modification to City (if not available on the insurance policies, then Contractor has responsibility for notification) including on professional liability insurance; and
- Waiver of Subrogation.
- Business Automobile Liability Insurance shall be maintained, per occurrence with combined single limits for Bodily Injury Liability and Property Damage Liability of no less than One Million Dollars (\$1,000,000.00), to include coverage for owned, hired, and non-owned vehicles. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office.
- Special Provisions As To Automobile Liability Insurance: (to be confirmed on or attached to the Official Certificate of Insurance)
- "The City of Dania Beach" is added as a named "Additional Insured";
- 30 Days' Notice of Cancellation or modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and Waiver of Subrogation.
- Subcontractor Insurance. Contractor is advised to require all of its subcontractors to provide the aforementioned coverage as well as any other coverages that the Contractor may consider necessary, and any deficiency in the coverages or policy limits of any subcontractors will be the sole responsibility of the Contractor.

14. **Nondiscrimination in Employment.**

GSG shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, handicap or marital status. GSG shall take affirmative action to ensure that applicants are employed, without regard to their race, color, religion, sex, age, national origin, handicap or marital status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. GSG agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by its personnel officer setting forth the provisions of this equal opportunity clause.

15. Independent Contractor.

GSG and its employees and agents and any sub-consultants and their employees and agents, shall be deemed to be independent contractors and not agents or employees of the City; and shall not attain any rights or benefits generally afforded classified or unclassified employees; further they shall not be deemed to be entitled to Florida Workers' Compensation benefits as employees of the City.

16. Non-Delegability.

It is understood and agreed that the obligations undertaken by GSG pursuant to this Agreement shall not be delegated or assigned to any other person or firm without the City's prior written consent, which may be withheld at City's sole discretion.

17. Best Efforts.

GSG covenants and agrees to use its best efforts to assist in accomplishing the City's objectives. Because the state of the law is always subject to change, GSG cannot provide any indemnification or guarantee relative to any challenge to the validity of the ARP program. GSG's obligation is to share their experience and provide their best efforts providing a reasonable analysis and approach to the development of the ARP program. Errors or omissions in the development of any deliverable will be addressed, with the permission of the City, by developing remedies and procedures for the City within any implementation documents that are developed for or adopted by the City. Any remedy or cure resulting from an administrative error or omission by GSG and the direct costs related thereto shall be provided by GSG at no additional charge to the City.

18. Notices.

All notices or other communications which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service, or by registered mail addressed to the other party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served; or, if by mail, on the fifth day after being posted (return receipt requested) or the date of actual receipt, whichever is earlier.

CITY OF DANIA BEACH:

Thomas Schneider
City Clerk
City of Dania Beach
100 W Dania Beach Blvd
Dania Beach FL 33004
Phone: 954-924-6800
Fax: 954-921-2604

GOVERNMENT SERVICES GROUP, INC.:

David Jahosky
Vice President
Government Services Group, Inc.
1500 Mahan Drive, Suite 250
Tallahassee, FL 32308
Phone: 850-681-3717
Fax: 850-224-7206

19. Amendments.

No amendments to this Agreement shall be binding on either party unless in writing and signed by both parties.

20. Venue and Waiver of Jury Trial.

Venue for any claim, action or proceeding arising out of this contract shall be Broward County, Florida. **THE PARTIES KNOWINGLY, VOLUNTARILY AND UNEQUIVOCALLY WAIVE THEIR RIGHT TO A TRIAL BY JURY FOR ANY CLAIMS WHETHER IN CONTRACT, TORT OR STATUTE, ARISING OUT OF OR RELATING TO THIS AGREEMENT.**

21. State Law Application.

The law of the State of Florida shall be the law applied in the resolution of any action, claim or other proceeding arising out of this contract.

22. Records.

- A. As a condition of receiving state or federal financial assistance, and as required by sections 20.055(6)(c) and 215.97(5)(b), Florida Statutes, the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Contractor which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Contractor's personnel for the purpose of interview and discussion related to such documents. For the purposes of this section, the term "Contractor" includes employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement.
- B. The Contractor shall maintain all records related to this Agreement for the period of time specified in the appropriate retention schedule published by the Florida Department of State. Information regarding retention schedules can be obtained at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>.
- C. Florida's Government in the Sunshine Law (section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) all meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and (3) minutes of the meetings must be taken and promptly recorded.
- D. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by Florida Statute, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: Thomas Schneider, City Clerk and Custodian of Public Records, tschneider@daniabeachfl.gov 954-924-6800 ext. 3624, 100 W Dania Beach Blvd, Dania Beach FL 33004.

23. Lobbying Prohibition.

- A. 2 CFR §200.450 prohibits reimbursement for costs associated with certain lobbying activities.
- B. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."
- C. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state

agency.

D. The Contractor certifies the following:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Contractor must complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."
- iii. The Contractor must require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Contractors shall certify and disclose.
- iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

24. **Miscellaneous Provisions.**

- A. Title and paragraph headings are for convenient reference and are not a part of this Agreement.
- B. In the event of conflict between the terms of this Agreement and any terms or conditions contained in any other documents, the terms in this Agreement shall rule.
- C. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.
- D. Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida or City of Dania Beach, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

25. **Public Records Act.**

The parties acknowledge and agree to fulfill all obligations respecting required contract provisions in any contract entered into or amended after July 1, 2016, in full compliance pursuant to Section 119.0701, *Florida Statutes*, and obligations respecting termination of a contract for failure to provide public access to public records. The parties expressly agree specifically that the contracting parties hereto shall comply with the requirements within Appendix "B" attached hereto and incorporated by reference.

26. **Required Contractual Provisions.**

A. COPELAND ANTI-KICKBACK ACT

- i. The Contractor hereby agrees that, unless exempt under Federal law, it will incorporate or cause

to be incorporated into any contract for construction work, or modification thereof, the following clause:

“Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 CFR pt. 3 as may be applicable, which are incorporated by reference into this contract.”

- ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause in subsection b(i) above and such other clauses as the Secretary may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 CFR § 5.12.

B. CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Contractor, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40

U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

C. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Contractor, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

“Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).”

D. SUSPENSION AND DEBARMENT

If the Contractor, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

- i. This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such the contractor is required to verify that neither the contractor, its principals (defined at 2 CFR § 180.995), nor its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).
- ii. The contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered

transaction into which it enters.

- iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including, but not limited to, suspension and/or debarment.
- iv. The bidder or GSG agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or GSG further agrees to include a provision requiring such compliance in its lower tier covered transactions.

E. BYRD ANTI-LOBBYING AMENDMENT

If the Contractor enters into a contract using funds authorized by this Agreement, then any such contract must include the following clause:

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

27. Attachments. The parties agree to, and incorporate as though set forth fully herein, the following exhibits and attachments:

Appendix A. GSG’s Response to American Rescue Plan Act Implementation, AGREEMENT-PM-232-2021

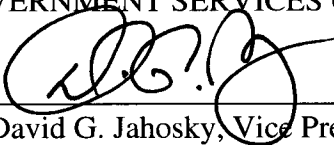
Appendix B. Certification Regarding Lobbying

Appendix C. Certification Pursuant to Florida Statute 287.135

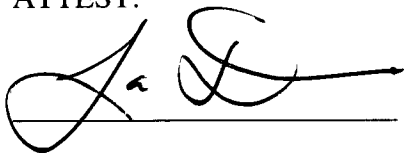
Appendix D. E-Verify Form under Section 448.095, Florida Statutes

IN WITNESS WHEREOF, the parties to this Agreement have, through their proper and duly authorized officials, executed this Agreement, on 9, day of November, 2021.

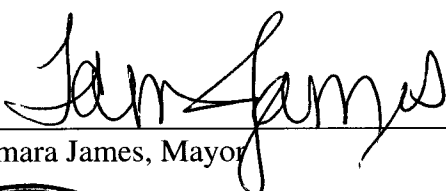
GOVERNMENT SERVICES GROUP, INC.

By:  (SEAL)
David G. Jahosky, Vice President

ATTEST:



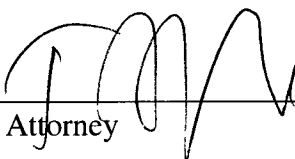
CITY OF DANIA BEACH

By: 
Tamara James, Mayor

ATTEST:


Office of the City Clerk

Approved as to Form


City Attorney



GSG'S RESPONSE TO
AMERICAN RESCUE PLAN ACT IMPLEMENTATION
AGREEMENT-PM-232-2021

CERTIFICATION REGARDING LOBBYING

Attachment B
Certification Regarding Lobbying
Certification for Contracts, Grants, Loans, and Cooperative Agreements

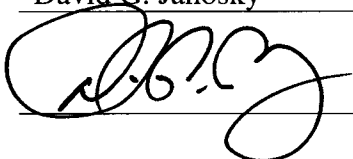
The undersigned Contractor, David G. Jahosky, Vice President for Government Services Group Inc., certifies to the best of his knowledge that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. Sec. 1352 (as amended by the Lobbying Disclosure Act of 119). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, David G. Jahosky, Vice President for Government Services Group Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. Sec. 3801 et seq. apply to his certification and disclosure, if any.

By: David G. Jahosky

Signature: _____

Title: Vice President

Date: 11/2/2021

ATTACHMENT C

CERTIFICATION PURSUANT TO FLORIDA STATUTE 287.135

I, DAVID G. JAHOSKY, VICE PRESIDENT, on behalf of GOVERNMENT SERVICES GROUP (GSG)

Print Name and Title

Company Name

Certify that GSG does not:

Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Consultant of the City's determination concerning the false certification. The Consultant shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Consultant does not demonstrate that the City's determination of false certification was made in error, then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Consultant, I hereby certify that the company identified above in the section entitled "Consultant Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

GSG

Company Name

Signature

DAVID G. JAHOSKY

Print Name

VICE PRESIDENT

Title

ATTACHMENT D

E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

Project Name: MANAGEMENT CONSULTING SERVICES FOR THE AMERICAN RESCUE PLAN ACT

Project No.: _____

1. Definitions:

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. *“Contractor”* includes, but is not limited to, a vendor or consultant.

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

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

2. Effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:
All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

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

Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

2. Contract Termination

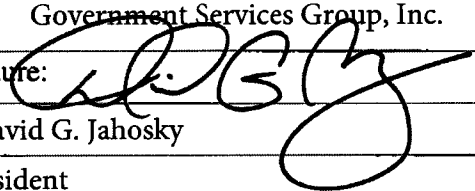
a) If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.

b) If the City has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.

c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.

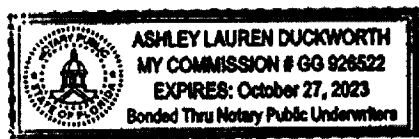
d) Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.

e) If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name:	Government Services Group, Inc.
Authorized Signature:	
Print Name:	David G. Jahosky
Title	Vice President
Date:	2 November 2021
Phone:	850-681-3717

STATE OF Florida)
COUNTY OF Seminole)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 2 day of November, 2021, by David Jahosky on behalf of _____ . He/she is personally known to me or has produced _____ as identification.




NOTARY PUBLIC
Ashley Lauren Duckworth
(Name of Notary Typed, Printed or Stamped)

THE CITY OF DANIA BEACH INVITES YOU TO PARTICIPATE IN THE
NATIONAL DAY OF PRAYER – A TIME FOR REFLECTION, UNITY AND HOPE.

United in HOPE

NATIONAL DAY OF PRAYER

THURSDAY, MAY 1, 2025

I.T. PARKER
COMMUNITY CENTER
901 NE 3RD ST.

2- 3:30 PM

 DANIA BEACH

NATIONAL
DAY OF
PRAYER



TAI CHI FOR ARTHRITIS

The Arthritis Foundation Tai Chi Program is a one-hour workshop offered twice a week for six weeks. It has been proven to improve movement, balance, strength, flexibility, and relaxation. Other benefits associated with this program include a decrease in pain and falls. Minimum age 60 years old.

MONDAYS

3:00 PM

FRIDAYS

11:30 AM

April 14 - May 23, 2025

I.T. Parker Center
901 NE 3rd St
Dania Beach, FL 33004

Registration Required!
DaniaBeachFL.gov/Rec



Improves
strength and
flexibility



Shown to
decrease pain
and falls



Improves
movement and
balance



Area Agency on Aging
of Broward County



Elder  Affairs
FLORIDA

APPENDIX I



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: 4.1.25 Agenda Date: 4.8.25

Request Sponsor: City Commission Request Amount: \$5000

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

City of Dania Beach - Arbor Day Tree Giveaway, April 24, 2025 - 4:30pm-6:30pm, Fronton Blvd

Description of how the funds will be used/deliverables:

Funds from commission contingency will be used to support the City's green initiative to distribute Florida native trees to the community.

Submitted by: Maxine Singh, Chief of Staff Date of submission: 4.1.2025

Reviewed by:

Legal

Finance

City Manager

PLEASE ATTACH ALL DOCUMENTATION NECESSARY TO SUPPORT THE REQUEST



DANIA BEACH

ARBOR DAY TREE GIVEAWAY

THURSDAY, APRIL 24 🌿 4:30 TO 6:30 PM

Participate in our City's green initiative by receiving a complimentary
Florida native Crape Myrtle (flowering) or Oak (shade) tree.

One tree per vehicle while supplies last.



FRONTON BLVD.
NEXT TO FROST PARK



City of Dania Beach Public Services Memorandum

DATE: 4/8/2025

TO: Mayor and Commissioners

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

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

SUBJECT: AUTHORIZATION TO AWARD ITB NO. 25-003 “LIGHT POLE BANNER PRODUCTION AND INSTALLATION”

Request:

The Public Services Department (PSD) is requesting the City Commission's approval to award Bid (“ITB”) No. 25-003 “Light Pole Banner Production and Installation” to AAA Flag and Banner MFG.

Background:

The City has a year-round need to procure, install and change out attractive pole-mounted banners citywide to highlight various seasonal periods and special celebrations. Most recently, this included Dania Beach’s 120th anniversary, but banners are used annually for the Memorial Day and Independence Day events, the holiday season, etc. Well over one hundred banners are designed, manufactured and installed on a calendar-driven schedule. The City’s contract with its last banner service provider expired earlier in the year, and an ITB was therefore prepared and processed. The bids were opened in early March 2025, and the results are summarized below:

TOTAL UNIT COST

(incl. “emergency removal & installation”)

• Valentino’s Paintings Signs Corp.	\$274.98
• Technology Partners Group LLC	\$363.00
• Holiday Outdoor Décor	\$371.95
• AAA Flag and Banner MFG	\$861.00- <i>lowest or 2nd lowest in 3 of 5 categories</i>
• Blink Marketing Inc.	\$1,275.00
• Signed by BB,C dba PDF Signs	\$1,435.00

While AAA Flag & Banners Mfg. Co., Inc. (AAA Banners) was not the lowest overall unit price bidder; their pricing is the lowest or second lowest in the most frequently used services,

including banner production, installation/change-outs and the 34-inch by 84-inch banner size. Moreover, a major consideration is that AAA Banners has provided pole banner design, manufacturing and installation services for the City for nearly three years, has been extremely reliable and, when called upon, has consistently provided a quick turnaround on banner orders from PSD and/or the Public Information Office. For these reasons, as well as their overall competitive pricing, they are recommended by PSD for the provision of this important and frequently used service.

Budgetary Impact

Based on FY24 expenditures on banner purchases, installations and changeouts, the projected cost for the current fiscal year is roughly \$50,000. Funding for this contract will be appropriated from the Streets Contractual Services General Account No. 001-39-06-541-34-10.

Recommendation

PSD recommends approval to award Bid (“ITB”) No. 25-003 “Light Pole Banner Production and Installation” to AAA Flag and Banner MFG.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF BID NO. 25-003 "LIGHT POLE BANNER PRODUCTION AND INSTALLATION" TO AAA FLAG AND BANNERS MFG, PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City requires light decorative banner production, installation and changeout services on a year-round basis to signal seasonal periods such as the holidays, patriotic dates, and anniversaries; and

WHEREAS, ITB No. 25-003 "Light Pole Banner Production and Installation" was duly advertised in the Sun-Sentinel on January 21, 2025, and made available on the City's OpenGov portal; and

WHEREAS, the bids were publicly opened on February 19, 2025, with the City receiving bids from six decorative pole banner services contractors; and

WHEREAS, the three lowest overall unit pricing bids were not selected because the unit pricing submitted for the most frequently required categories, including banner production and installation/changeouts were not actually the lowest; and

WHEREAS, AAA Flag and Banner MFG not only provided the lowest or second lowest unit pricing in three of five categories, but have demonstrated a high degree of reliability and responsiveness in its service to the City over the past three years; and

WHEREAS, the Public Services Department (PSD) recommends the award of the bid to AAA Flag and Banner MFG.

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 negotiate and prepare an agreement with AAA Flag and Banner MFG for the provision of decorative pole-mounted banner manufacturing and installation/changeouts.

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.

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 Public Services Memorandum

DATE: 4/8/2025

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: EXPENDITURE OF CITY FUNDS TO EXCEED \$1M FOR THE SW 34th
TERRACE DRAINAGE PROJECT - SECOND READING**

Request:

The Public Services Department (PSD) requests expenditure authorization of City funds that will exceed one million dollars each for the SW 34th Terrace Drainage Project.

Background:

In March 2021 engaged Chen Moore and Associates (CMA), one of the firms on the City's Consultants Competitive Negotiation Act list, for design, bidding assistance, and construction engineering services for the SW 34th Terrace Drainage Project per R-2021-35. CMA completed the design, secured permits, and the City issued invitations to bid for each project on November 11, 2024.

In December 2024, the City received five responses to ITB-2024-032 for the SW 34th Terrace Drainage Project, as follows:

JRL Underground Utilities Inc.	\$531,763.35
Basile USA Inc.	\$1,235,920.80
FG Construction LLC	\$1,688,442.22
Pabon Engineering Inc	\$2,029,510.00
TechGroupOne, Inc.	\$2,106,123.40

JRL Underground Utilities requested removal from bid consideration and the second-lowest bidder was selected based on evaluation of the bid and references. Prior to awarding construction contracts, the ordinance requires the City Commission to authorize expenditures that exceed \$1 million.

Budgetary Impact

The total funding required for this project is \$236,000, along with a minimum contingency of 5%, amounting to \$61,796.00. Consequently, the overall total will be \$297,796.00. As this amount was not originally accounted for in the budget, it is essential to seek approval for the transfer of additional funds from 403-38-01-538-63-10 to 403-38-31-538-63-10.

Recommendation

It is recommended that the City Commission authorize the expenditure of City funds exceeding one million dollars for the SW 34th Terrace Drainage Project.

ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF CITY FUNDS EXCEEDING ONE MILLION DOLLARS (\$1,000,000.00), TO FUND SOUTHWEST 34TH TERRACE DRAINAGE PROJECT; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 2, “Certain Expenditures” of Article 3, “Powers of the City”, of the City Code of Ordinances, the City Commission must, by ordinance, approve any expenditures of City funds that exceed One Million Dollars (\$1,000,000.00) after two (2) advertised public hearings of the ordinance; and

WHEREAS, the City-issued Invitation to Bid (“ITB”) No. 34-032 for the “SW 34TH Terrace Drainage Project” (Project) exceeds the monetary threshold of \$1,000,000.00.

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

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

Section 2. That the proper City officials are authorized to expend more than One Million Dollars (\$1,000,000.00), in funding the Project.

Section 3. The total funding required for this project is \$236,000, along with a minimum contingency of 5%, amounting to \$61,796.00. Consequently, the overall total will be \$297,796.00. As this amount was not originally accounted for in the budget, it is essential to seek approval for the transfer of additional funds from 403-38-01-538-63-10 to 403-38-31-538-63-10.

Section 4. That all ordinances or part of ordinances in conflict with the provisions of the Ordinance are repealed.

Section 5. It is the intention of the Mayor and City Commission of the City of Dania Beach, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of the City of Dania Beach, Florida. The sections of this ordinance may be renumbered or re-lettered to accomplish such intention, and the word "Ordinance" may be changed to "section," "article," or other appropriate word.

Section 6. That this Ordinance shall be effective 10 days after passage on second reading.

PASSED on first reading on March 31, 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	_____	_____
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Commissioner Luis Rimoli	_____	_____
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Commissioner Archibald J. Ryan IV	_____	_____
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Vice Mayor Marco Salvino	_____	_____
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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: 4/8/2025

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) (SECOND 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

Budgetary Impact

None.

Recommendation

Planning and Zoning Board Recommendation

On February 19, 2025, the Planning and Zoning Board recommended approval to the City

Commission.

City Commission Previous Action

On March 11, 2025, the City Commission approved this request on first reading.

Recommendation

Staff is recommending the City Commission approve the proposed zoning amendments on the second and final 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-SL); 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 March 11, 2025.

PASSED AND ADOPTED on second reading on _____ 2025.

First Reading:

Motion by: Vice Mayor Salvino

Second by: Commissioner Lewellen

Second Reading:
Motion by: _____
Second by: _____

FINAL VOTE ON ADOPTION: Unanimous _____
Yes No

Commissioner Lori Lewellen	_____	_____
Commissioner Luis Rimoli	_____	_____
Commissioner Archibald J. Ryan IV	_____	_____
Vice Mayor Marco Salvino	_____	_____
Mayor Joyce L. Davis	_____	_____

ATTEST:

ELORA RIERA, MMC
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)

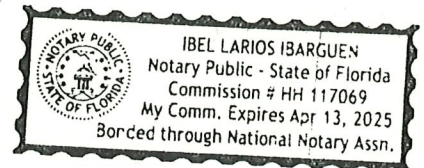
(Joint owner signature if applicable)

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.***

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE DANIA BEACH, FLORIDA, PERTAINING TO RESOLUTION 2024-79, WHICH MODIFIED RESOLUTION 28-85, AND PRESCRIBES RULES OF PROCEDURE FOR CITY COMMISSION MEETINGS; AMENDING THE RULES TO INCLUDE REQUIREMENTS FOR PROVIDING BACK UP INFORMATION ON ALL ITEMS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City staff periodically updates its procedures, working towards best practices for the expedient, transparent and efficient addressing of City business; and

WHEREAS, The City Commission desires to amend the Rules of Procedure for meetings to ensure transparency and to be able to inform the public and elected officials of proposed items on the agenda, each item must have all available back up information include in the agenda, or circulated at least 48 hours in advance; and

WHEREAS, the City seeks to create rules relating to presentations during City Commission meetings;

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

Section 1. Attached and incorporated by reference as Exhibit 1, are the proposed amended Rules for City Commission meetings.

Section 2. That all resolutions or parts of resolutions in conflict with this resolution are repealed to the extent of such conflict

Section 3. That this Resolution shall be effective 10 days after passage.

SIGNATURE PAGE TO FOLLOW

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

EXHIBIT 1

AMENDED RULES FOR CITY COMMISSION MEETINGS

Section 1. AUTHORITY

1.1 Charter: The Charter of the City of Dania Beach provides that: “The Commission shall prescribe its own rules, regulations and order of business, and shall keep minutes of its proceedings”. (Part II, Article 7, Section 5) Accordingly, the following rules shall take effect immediately upon adoption by the City Commission and shall remain in effect until such time as new rules are adopted by the City Commission.

Section 2. DEFINITIONS

2.1: For the purpose of these rules the word “Mayor” shall include the Vice Mayor and the Mayor pro tem, when appropriate; the word “Commission” shall mean City Commission; and the word “City” shall mean the City of Dania Beach, Florida.

Section 3. GENERAL RULES

3.1 Meetings to be Public: All official meetings of the Commission, except where state and local law allows executive sessions for certain limited topics, shall be public. The minutes of the proceedings, except those for the said executive sessions, shall be open to public inspection. Public meetings may include virtual public meetings, with appearances by elected officials and the public by virtual means. A majority of all members of the City Commission shall constitute a quorum.

3.2 Quorum and Vote: A majority of all members of the City Commission shall constitute a quorum but a less number may adjourn from day to day and compel the attendance of absent members in such manner and under such penalties as may be prescribed by ordinance. The affirmative vote of three (3) members shall be necessary to pass any ordinance on a reading or adopt a resolution, and the passage of all ordinances and resolutions shall be taken by yeas and

nays and entered upon the minutes. (Part II, Article 7, Section 6, City Charter). The City may convene a quorum, virtually, as provided under the City Charter and City Code.

3.3 Minutes of Proceedings: An account of all proceedings of the commission shall be kept by the City Clerk.

3.4 Ordinances and Resolutions Confined to One Subject: Each ordinance or resolution shall be introduced in writing and shall embrace but one subject and matters properly connected therewith. The subject shall be clearly stated in the title. (Section 166.041(2), Florida Statutes)

3.5 Right of Floor: Any member desiring to speak shall be recognized by the Mayor and shall confine his or her remarks to the subject under consideration or to be considered.

3.6 City Manager: The City Manager shall attend all meetings of the Commission unless excused. The City Manager may make recommendations to the Commission and shall have the right to take part in all discussions of the Commission but shall have no vote.

3.7 City Attorney: The City Attorney shall attend all meetings of the Commission unless excused and shall, upon request, give opinions, either written or oral, on questions of law. The City Attorney shall act as the Commission's parliamentarian.

3.8 City Clerk: The City Clerk shall attend all meetings of the Commission unless excused and shall keep the official minutes and perform such other duties as may be required.

3.9 Officers and Employees: Department heads of the City, when there is pertinent business from their departments on the agenda, shall attend such Commission meetings when requested by the City Manager. The police chief or a designated subordinate shall attend all Commission meetings.

3.10 Rules of Order: "Roberts Rules of Order Revised" shall govern the proceedings of the commission in all cases, unless they are in conflict with these rules.

3.11 Presentations: Each Commissioner presentation should be limited to no more than seven (7) minutes per presentation, and one presentation per meeting. The Administration is not limited in time or number of presentations but shall taken into consideration the length of the agenda before scheduling presentations. Waiver of these rules shall require a motion and vote of the Commission.

3.12 Backup Documents. Consistent with the requirements of Broward County Section 1.07, which provides, that all municipalities shall provide all notices, agendas, and “available” back up materials at least 48 hours in advance, the City Commission shall require back up on all presentations, agenda items, discussion items, etc. for the City Commission meetings be provided in advance, and as part of the agenda back up, or at a minimum, distributed to city commission and available to the public at least 48 hours in advance of the meeting to which the item is to be approved, discussed or presented. Failure to provide back up shall result in the item not being heard, and the item will be rescheduled for a future agenda, once the back up is available. This requirement can only be waived by a 4/5 vote of the City Commission.

Section 4. TYPES OF MEETINGS

4.1 Regular Meeting: The Commission shall meet in the Commission Chambers for regular, adjourned and special meetings. The regular Commission meetings are to commence at 7:00 P.M., on the second and fourth Tuesday of each month, unless otherwise specified at least two (2) weeks in advance.

4.2 Biennial Organizational Meeting: On the first Tuesday following each biennial regular election, the City Commission shall meet at the usual place for holding the meetings of the

legislative body of the City, at which time the newly elected City Commissioners shall take the prescribed oaths of office and assume the duties of their respective offices. (Part II, Article 7, Section 1, City Charter)

4.3 Special Meeting to Seat a New Member: On the first Monday following the election of a new member, elected at other than a bi-ennial regular election, the Commission shall meet to receive such new member. (Part II, Article 7, Section 2, City Charter)

4.4 Special Meetings: The Mayor, any two (2) members of the City Commission or the City Manager may call special meetings of the City Commission upon at least six (6) hours written notice to each member, the City Manager, City Clerk, and City Attorney, served personally or delivered electronically via e-mail. The regularity or validity of any proceedings, taken at any special meeting at which a majority of members of the City Commission and the City Clerk are present shall not be questioned on account of any omission or irregularity in calling such a special meeting. The call for a special meeting shall specify the day, the hour and the location of the special meeting and shall list the subject or subjects to be considered. Only such business may be transacted at a special meeting as may be listed in the call for said meeting or an incident thereto.

4.5 Adjourned Meetings: Any meeting of the Commission may be adjourned to a later date and time, provided that no adjournment shall be for a longer period than until the next regular meeting.

4.6 Workshop Meetings: The Commission may meet informally in workshop meetings (open to the public) at the call of the Mayor, or any two (2) members of the Commission or City Manager, to review forthcoming programs of the City, receive progress reports on current programs or projects, or receive similar information from the City Manager. No vote or polling of the Commissioners shall be taken at said workshop meetings.

4.7 Emergency Meetings: Emergency meetings may be held on the call of the Mayor, two (2) members of the Commission or the City Manager whenever there is a public emergency affecting life, health property or the public peace, and whenever practicable, upon no less than one (1) hour notice to each member and the public.

4.8 Attendance of Media at Commission Meetings: All official meetings of the City Commission and its committees shall be open to the media, freely subject to recording by radio, television and photographic services at any time, provided that such arrangements do not interfere with the orderly conduct of the meetings.

Section 5. PRESIDING OFFICER

5.1 Running the Meetings: The mayor-commissioner, if present, shall preside at all meetings of the commission. In the absence of the mayor, the vice mayor shall preside. In the absence of the mayor and the vice mayor, any member of the city commission may be designated as mayor pro tem for such meeting. The mayor shall have a vote in the proceedings of the city commission and shall vote last upon roll call. (Part III, Article 2, Sections 2 & 3(a), City Charter)

5.2 Call to Order: The meetings of the Commission shall be called to order by the Mayor, or in his or her absence, by the Vice Mayor. In the absence of both the Mayor and the Vice Mayor, the meeting shall be called to order by the City Clerk for the selection of a Mayor pro tem from any of the Commissioners present.

5.3 Preservation of Order: The Mayor shall preserve order and decorum; and, confine the debate of the Commissioners and the public to the question under discussion.

5.4 Points of Order: The Mayor shall determine all points of order, subject to the rights of any member to appeal to the Commission. If any appeal is taken, the question shall be, "Shall the decision of the Mayor be sustained?"

5.5 Questions to be Stated: The Mayor shall state all questions submitted for a vote and announce the result. A roll call vote shall be taken for the adoption of an ordinance or resolution. A roll call vote may be taken on matters other than ordinances and resolutions upon the request of any member of the Commission.

5.6 Substitution for Mayor: The Mayor may call on the Vice Mayor to temporarily conduct the meeting in order to make a motion. Such substitution shall not continue beyond the action on that motion.

Section 6. ORDER OF BUSINESS AND AGENDA

6.1 Order of Business: The general rule as to the order of business in regular meetings shall be as follows:

1. Call to Order/Roll Call
2. Moment of Silence and Pledge of Allegiance
3. Presentations and Special Event Approvals
4. Proclamations
5. Administrative Reports
6. Public Safety Reports
7. Citizens' Comments
8. Consent Agenda
9. Bids and Requests for Proposals
10. Quasi-Judicial Hearings
11. First Reading Ordinances
12. Second Reading Ordinances
13. Discussion and Possible Action
14. Appointments
15. Commission Comments
16. Adjournment

6.2 Agenda: The order of business of each meeting shall be as contained in the agenda prepared under the direction of the City Manager or his designee. The agenda shall be a listing by topic of subjects to be considered by the Commission and shall be delivered to members of the Commission each Thursday preceding the meeting to which it pertains.

6.3 Presentation by Members of Commission: The agenda shall provide a time when the mayor or any Commissioner may bring before the Commission any business that he/she feels should be deliberated upon by the Commission. The matters need not be specifically listed on the agenda, but formal action on such matters shall be deferred until a subsequent Commission meeting, except that immediate action may be taken upon a vote of a majority of all members of the Commission present.

6.4 Approval of Minutes: The minutes of a Commission meeting may be approved on the consent agenda if the City Clerk previously furnished each member with a copy thereof.

Section 7. ORDINANCES, RESOLUTIONS AND MOTIONS

7.1 Form: Ordinances and resolutions shall be presented to the commission in printed or electronic form.

7.2 City Attorney to Approve: All ordinances and resolutions shall be "Approved as to Form and Correctness" by the City Attorney. Such approval shall be so indicated by signature on the last page of the ordinance or resolution once approved and/or adopted by the City Commission,.

7.3 City Manager to Review: All ordinances and resolutions shall be reviewed by the City Manager. Such review shall be so indicated by recommendation included in the agenda backup material presented to the Commission.

7.4 Distribution of Ordinances and Resolutions: The city manager or his designee shall have copies of all proposed ordinances prepared for distribution to all members of the Commission with the agenda backup material for the Commission meeting at which the ordinance is to be introduced.

7.5 Ordinances Deferred, Emergencies: Ordinances introduced at a commission meeting on first reading shall not be finally acted upon no sooner than the next official meeting of the

commission; except that an emergency ordinance may be acted upon on first and second readings at the same meeting by an affirmative vote of at least two-thirds (four [4] members) of the commission.

7.6 Reading by Title Only: Upon being introduced, each proposed ordinance shall be read by title only, unless any member of the Commission requests a full reading of the ordinance.

7.7 Consideration of Ordinances: Each proposed ordinance shall be read by title or in full two times. Except in case of a bill for an emergency ordinance, not more than one such reading shall be on the same day, and at least ten (10) days shall elapse between introduction and final passage.

7.8 Recording of Votes: The yeas and nays shall be taken upon the passage of all ordinances and resolutions and entered upon the official record of the Commission. (Section 166.041(4), Florida Statutes)

7.9 Majority Vote Required: An official vote of a majority of a quorum present is necessary to pass a motion, except that 2/3 (4 members) of the membership of the Commission is required to adopt an emergency ordinance.

7.10 Tie Vote: In the event of a tie in votes on any motion, the motion shall fail.

7.11 Numbering Ordinances and Resolutions: Upon passage, a number shall be assigned to each ordinance or resolution by the cCty Clerk.

7.12 Ordinance and Resolution Passage Procedure: When passed by the Commission, all ordinances and resolutions shall be signed by the Mayor and be attested by the City Clerk and it shall be immediately filed and thereafter preserved in the office of the City Clerk.

7.13 Requests for Ordinances or Legal Opinions: Any member of the City Commission may request the City Manager to have prepared proposed ordinances with such ordinances to be

placed on the agenda of the next scheduled Commission meeting, provided the ordinance can be drafted and distributed to members of the Commission in accordance with time schedules set forth in 7.4 of these rules, Any member of the City Commission may request verbal or written legal opinions relating to City business from the City Attorney.

7.14 Voting Conflicts: No member of the City Commission may vote in his or her official capacity upon any measure which insures to his/her special private gain and shall, prior to the vote, publicly state to the assembly, the nature of his/her interest in the matter from which he/she is abstaining and within fifteen (15) days after the vote, file a memorandum of voting conflict with the City Clerk who shall incorporate it into the minutes.

Section 8. CREATION OF COMMITTEES, BOARDS & COMMISSIONS

8.1 Citizen Committees, Boards and Commissions: The Commission may create committees, boards and commissions to assist in the conduct of the operation of the City government with such duties as the Commission may specify not inconsistent with the City Charter or City Code.

8.2 Membership and Selections: Membership and selection of members shall be as provided by the Commission if not specified by the City Charter or City Code. Any committee, board or commission so created shall cease to exist upon the accomplishment of the special purpose for which it was created, or when abolished by a majority vote of the Commission. No committee so appointed shall have powers other than advisory to the Commission, except as otherwise specified by the City Charter or City Code. A volunteer membership list shall be established and distributed to the City Commission to aid in their selection of board, committee and commission members.

8.3 Removal of Members of Boards, Committees and Commissions: The Commission may remove any member of any board, committee or commission which it has created or as created by the City Charter by a vote of at least a majority of the Commission.

Section 9. CITIZEN'S COMMENTS AS AN AGENDA ITEM

9.1 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 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.

Comments may be heard virtually when there is a need for City Hall and the Commission Chambers to be closed to the public.

There are many airborne illnesses which people can contract by virtue of being in close contact with one another and therefore, as on ongoing exercise of the general police power and proprietary authority of the City, the City may from time to time, through the powers granted to the City Manager, require that certain health measures be implemented, regardless of the existence of any emergency order(s). Therefore, the City Manager may close Commission Chambers to public participation and may instead authorize virtual attendance and participation of employees

and the public at large at City Commission meetings. The City Commission may appear virtually at the public meeting. The City Manager may require visitors to City Hall, whether to individual departments or to Commission Chambers, to be temperature checked, may require masks to be worn, and may require social distancing of six (6) feet to be maintained between persons. Failure to comply with these measures after advance warning will result in a request to leave the premises and if there is no compliance, removal of the employee or member of the public failing to comply with the temperature checks, mask requirements, or social distancing may be undertaken.

9.2 Manner of Addressing the Commission - Time Limit: Each person addressing the Commission shall step up to the microphone, shall give his/her name and address in an audible tone of voice for the record and, unless further time is granted by the Commission, shall limit his/her comments to three minutes. All remarks shall be addressed to the Commission as a body and not to any member thereof. No person other than members of the Commission, City Manager and the person having the floor shall be permitted to enter into any discussion, either directly or through the members of the Commission. When requested by any member of the Commission, the City Manager, City Attorney, as well as staff members, may enter into discussion. No questions shall be asked by the Commissioners, except through the Mayor.

9.3 Personal and Slanderous Remarks: Any person making personal, impertinent slanderous remarks, or who shall become boisterous, while addressing the Commission, may be required to leave the meeting and may be barred by the Mayor from further audience before the Commission.

9.4 Reading of Protests: Interested persons or their authorized representatives, may address the Commission for the reading of protests, petitions, or communications relating to any matter

over which the Commission has control when the item is under consideration by the Commission, if a majority of the Commission present agrees to let them be heard.

9.5 Written Communications: Interested parties or their authorized representatives, may address the Commission by written communication in regard to any matter concerning the City's business or over which the Commission has control at any time by direct mail, electronic mail, or by addressing such communication to the City Clerk who will distribute copies of same to the Commissioners.

Section 10. SUSPENSION AND AMENDMENT OF THESE RULES

10.1 Suspension of These Rules: Any provision of these rules not governed by the City Charter, State Statutes or City Code, may be temporarily suspended by a vote of a majority of the Commission.

10.2 Amendment of These Rules: These rules may be amended or new rules adopted, by a majority vote of all members of the Commission, provided that the proposed amendments or rules shall have been introduced into the record at a prior Commission meeting.