



AGENDA
DANIA BEACH CITY COMMISSION
REGULAR MEETING
TUESDAY, JUNE 10, 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. R.E.A.C.H. Program Presentation by Kelly Sharaby - *City Manager*
2. Special Event Application:
 - Dania After Dark 2025-2026
 - Panther Fireworks (Arthur Shaw)
 - Juneteenth Freedom Day
3. Mr. Todd Storti, Executive Director, Broward County Solid Waste Authority - *Sponsored by Commissioner Ryan*
4. Mr. Lucdwin Luck, Office of External Affairs, Florida Department of Financial Services - *Sponsored by Commissioner Ryan*
5. Request for Proclamation Approval - Code Enforcement Officers' Appreciation Week - June 5-9, 2025

4. PROCLAMATIONS

1. Code Enforcement Officers' Appreciation Week Proclamation - June 5-9, 2025 - *Community Development*

5. ADMINISTRATIVE REPORTS

1. City Manager
2. City Attorney
3. City Clerk - Reminders
 - June 24, 2025 City Commission Meeting - 7 p.m.
 - July 8, 2025 - CRA Board Meeting - 6 p.m.
 - July 8, 2025 City Commission Meeting - 7 p.m.

6. PUBLIC SAFETY REPORTS

7. CITIZENS' COMMENTS

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

basis whether to (a) extend the time allotted for citizen comments to accommodate all speakers, or (b) whether to limit the number of speakers or amount of time per speaker. A speaker's time shall not be transferable to another speaker.

8. CONSENT AGENDA

1. Minutes: May 27, 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 PROPER CITY OFFICIALS TO EXECUTE A MODIFICATION TO THE EXISTING AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA EAST COAST RAILWAY, L.L.C. (FECR), AND BRIGHTLINE TRAINS FLORIDA, LLC, RELATING TO THE BROWARD COUNTY SEALED CORRIDOR PROJECT; CONFIRMING BRIGHTLINE'S THIRD-PARTY BENEFICIARY STATUS TO THE CROSSING AGREEMENT; RATIFYING THE CITY'S CONTINUING OBLIGATIONS UNDER THE EXISTING CROSSING AGREEMENT; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

4. RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RATIFYING A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA AND AFSCME FLORIDA COUNCIL 79, AFL-CIO LOCAL 3535 FOR A THREE YEAR PERIOD OF OCTOBER 1, 2025, THROUGH SEPTEMBER 30, 2028, AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE THE AGREEMENT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Human Resources)*

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 INVITATION TO BID ("ITB") 2025-012, ENTITLED "SOUTHEAST DRAINAGE RETROFIT PROJECT PHASE II" TO RIC-MAN CONSTRUCTION FLORIDA INC., IN AN AMOUNT NOT TO EXCEED NINETEEN MILLION SEVEN HUNDRED FIFTY FOUR THOUSAND FOUR HUNDRED NINETY FOUR DOLLARS AND FIFTY-ONE CENTS (\$19,754,494.51), WHICH AMOUNT INCLUDES A TEN PERCENT (10%) CONTINGENCY; 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 THE SOUTHEAST DRAINAGE RETROFIT PROJECT, PHASE II; 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, TO AMEND CHAPTER 28, ENTITLED “LAND DEVELOPMENT CODE” PART 5, ENTITLED “SIGNAGE AND DESIGN REGULATIONS”; ARTICLE 505, ENTITLED “SIGN REGULATIONS”, AT SECTION 505-40, ENTITLED “DETAILED SIGN STANDARDS” TO MODIFY WALL SIGN REGULATIONS; AMENDING SECTION 505-50, ENTITLED “PROHIBITED SIGNS,” TO MODIFY SIGN PLACEMENT; AMENDING SECTION 505-90, ENTITLED “SIGNAGE REGULATIONS FOR THE MIXED-USE CRA FORM-BASED ZONING DISTRICTS (CC, SFED-MU, EDBB-MU, GTWY-MU, NBHD-MU)” TO AUTHORIZE PORTABLE SIGNS FOR ALL BUSINESSES AND TO MODIFY WALL SIGN REGULATIONS; AMENDING SECTION 505-110, ENTITLED “SIGNAGE REGULATIONS FOR SHOPPING CENTERS, AND LARGE RETAIL ESTABLISHMENTS IN COMMERCIAL DISTRICTS (C-1; C-2; C-3; C-4), AND PLANNED MIXED-USE DISTRICTS (PMUD, PMUD/SL)” RELATING TO PROJECTING SIGNS; REPEALING SECTION 505-140, ENTITLED “SIGNS EXEMPT FROM CERTIFICATE OF COMPLIANCE REQUIREMENT”; AND TO SUBSTANTIALLY REVISE SECTION 505-190, ENTITLED “SIGNAGE REVIEW” TO REMOVE THE APPROVAL PROCESS AND FEES; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; CODIFICATION; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

3. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 28, ENTITLED “LAND DEVELOPMENT CODE”, AT PART 3, ENTITLED “SPECIAL ZONING DISTRICTS”, SUBPART 1 ENTITLED “COMMUNITY REDEVELOPMENT AREA (CRA) FORM-BASED ZONING DISTRICTS”, AMENDING SECTION 303-60, ENTITLED “EDBB-MU, EAST DANIA BEACH BOULEVARD MIXED-USE DISTRICT”, BY AMENDING PARAGRAPH (O), DELETING THE EXISTING MAXIMUM HEIGHT MAP AND SUBSTITUTING A REVISED MAXIMUM HEIGHT MAP ALLOWING SEVEN STORIES AT THE PROPERTY LOCATED AT 225-255 EAST DANIA BEACH BOULEVARD; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.*(Community Development)*

13. DISCUSSION AND POSSIBLE ACTION: None

14. APPOINTMENTS: None

15. COMMISSION COMMENTS

16. ADJOURNMENT



City of Dania Beach Parks & Recreation Memorandum

DATE: 6/10/2025

TO: Mayor and Commissioners

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

VIA: Tyrone Cornileus, Event Liaison, Parks and Recreation

SUBJECT: Special Event Request: Dania After Dark | Panther Fireworks | Juneteenth Freedom Day

Request:

Dania After Dark:

The City of Dania Beach and Parks and Recreation department is requesting a special event application/permit for the annual Dania After Dark event series. This event series has been held in the past. The event series takes place once a month at the Dania Beach City Hall starting from October 11, 2025 - April 11, 2026.

Panther Fireworks:

Arthur Shaw owner of Panther Fireworks is requesting a special event application/permit for his annual fireworks sale starting on Sunday, June 15 through Saturday, July 5, 2025. The sale will take place at 4650 Sw 30th Ave, Dania Beach, FL 33312. This event has taken place in the past.

Juneteenth Freedom Day:

Dr. Phyllis Baker and The Baker House are requesting a special event application/permit for a Juneteenth Freedom Day event. This event is dated for Saturday, June 14, 2025 and will be located at the Dania Beach City Hall (Arts Park).

Background:

Dania After Dark:

A Special Event is requested by the City of Dania Beach Parks & Recreation Department for Dania After Dark monthly events from October 2025 to May 2026. The requested events are scheduled for the dates shown above, from 6:00 p.m. to 9:00 p.m. and on March 14, 2026 from 4:00 p.m. to 9:00 p.m. at City Hall located at 100 W. Dania Beach Blvd, Dania Beach, FL 33004.

The Special Event is also seeking approval to extend Hotel Dello's liquor license to encompass SW 1st Ave during certain Dania After Dark events. This is to allow Hotel Dello to operate and manage the bar sales during agreed-upon event dates. All revenue from Hotel Dello's bar sales will be a revenue split between the City of Dania Beach and Hotel Dello.

Panthers Fireworks:

The requested event is proposed to be held in the parking lot of the Community Bible Church located at 4650 SW 30 Ave. Fireworks sales will begin on Sunday, June 15, 2025 through Saturday, July 5, 2025. The applicant will obtain all necessary permits and abide by all applicable city codes for Fireworks sales. The expected maximum attendance is 500 patrons with a sustained attendance of 50 customers per day. This event has been held in the past.

Juneteenth Freedom Day:

This is a Juneteenth Celebration, that will began with a lecture in the Dania Beach Library. The lecture will be followed by outdoor activities which will include African Dancers, drummers, and poets. A lite snack and drinks will be provided. The event will be held at the Arts Park at the Dania Beach City Hall. Applicant has requested for fees to be waived or reimbursed.

Budgetary Impact

Dania After Dark: Waiver of fees

Panther Fireworks: \$450

Juneteenth: Waived or Reimbursed

Recommendation**Dania After Dark:**

Department Review:	Comments:
BSO Fire:	Approved with conditions.
Building Official	Building/Electric/Plumbing permits required.
City Attorney	No issues
Code Enforcement	No issues
Planning & Zoning	No issues
Hr/ Risk Mgmt-	COI requested for all vendors
Parks & Recreation	No issues
Public Services	No issues
BSO Police Dept.	No issues

Panthers Fireworks:

Department Review:	Comments:
BSO Fire:	Approved with conditions.
Building Official	Building permits required for electrical and structural for the tent.
City Attorney	No issues
Code Enforcement	Must provide parking layout.
Planning & Zoning	Approved with conditions.
Hr/ Risk Mgmt-	No issues
Parks & Recreation	No issues
Public Services	No issues
BSO Police Dept.	No issues

Juneteenth Freedom Day:**Department Review Comments:**

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BSO Fire:	No issues
Building Official	No issues
City Attorney	No issues
Code Enforcement	No issues
Planning & Zoning	No issues
Hr/ Risk Mgmt-	COI approved
Parks & Recreation	No issues
Public Services	No issues
BSO Police Dept.	No issues



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: 2025-2026 Dania After Dark

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

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

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

Location: Sw 1st Ave b/t Dania Beach Blvd & SW 1st Street

Expected maximum attendance 500 Expected sustained attendance 500-2000

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

If yes, please list the past dates, locations and attendance Event was held the second Saturday of each month
from June 2018 through May 2025

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

Join us for the revamped Dania After Dark- an extraordinary experience with live entertainment

themed nights, engaging activities, and a kids zone

EVENT SCHEDULE					
Theme	Day of the Week	Date	Start Time	End Time	Duration
Oktoberfest	Saturday	10/11/2025	6PM	9PM	3 hrs
Light Up the Night	Saturday	11/15/2025	6PM	9PM	3 hrs
Taste of Dania Beach	Saturday	1/10/2026	6PM	9PM	3 hrs
Dinner at the Hall	Saturday	2/7/2026	6PM	9PM	3 hrs
Wine & Seafood Festival	Saturday	3/14/2026	4PM	9PM	5 hrs
Blues & BBQ	Saturday	4/11/2026	6PM	9PM	3 hrs

PART II: APPLICANT

Organization Name Dania Beach Parks & Rec **Name of Authorized Signatory** _____
For-Profit Non-Profit Private (as registered in Sunbiz)

Address: 100 W Dania Beach Blvd **City, State, Zip:** Dania Beach, FL 33004

Date of registration: _____ **State registered in:** _____ **Federal ID #** _____

Email Address: _____ **Phone:** _____

Event Coordinator Name Ashley Vlastic **Phone:** 954-924-6800 x3627

Title: Special Events Manager **Phone:** _____ **Cell:** _____

Email address: avlastic@daniabeachfl.gov **Fax:** _____

Additional Contact Name Tyrone Cornileus **Will you be on site?** ☒ Yes ☐ No

Title: Event Liaison **Phone:** 954-924-6800 x3733 **Cell:** _____

Email address: _____ **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? \$** _____

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.)

Bartenders/ID Check

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: Various- Ashley to share info one month prior to event

What type of rides are you planning? Bounce Houses

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 TBD

Events requiring electricity must be permitted.

Company: HERC Rentals License #: _____

Name of Electrician: _____ Phone: 954-605-4453 / 954-801-3847

Entertainment ☒ Yes ☐ No

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

Fencing or Barricades ☐ Yes ☒ No

Include proposed fences in your Site Plan & Narrative

Fireworks & Flame Effects ☐ Yes ☒ No

Name & Contact of Company conducting the show: _____

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

Food Vendors ☒ Yes ☐ No

Food Trucks ☒ Yes ☐ No

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

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

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

Will any type of cooking appliances be used by either the Sponsor of the Event or any of its vendors?

☒ Yes ☐ No

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

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

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

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

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

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

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

Please Note – Cooking areas can be located no closer than 30 feet from any tent or canopy structure, event rides, stages, grandstands 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.):

Live music, DJ, Emcee, Bands & amplified acoustics will be utilized

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

Full concert PA system – speakers, mics, stage wash, bands to provide own instruments. Audio engineer on-site during events.

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

Days and times music will be played: Days and times listed on page 1

How close is the event to the nearest residence? One block
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)? _____

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

Road Closings ☒ Yes ☐ No If yes, define Closure(s) SW 1st Ave between Dania Beach Blvd & Stirling Rd

Date(s) of Closure Dates listed on page 1 Time(s) of Closure 11AM - 12AM

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 City of Dania Beach Contact Corry Taylor Phone 954-924-6800 x3748

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 Broward Sheriff's Office Phone N/A

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

Security Company BSO Contact N/A Phone N/A

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? Will vary with each event. 40X60 tent

Company Name Universal Rentals & Events Contact Rishi Jaglal Phone 954-580-0400

Company Name Sunshine Tent & Events Contact Dev Ramgoolam Phone 954-974-0169

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

5/15/2025

Date



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).

If issued a special event permit this doesn't authorize usage of our City of Dania Beach logo.

PART I: EVENT REQUEST

If issued a If issued a special event permit this doesn't authorize usage of city logo.

Event Name: Panther Fireworks

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, roadclosures
(major event requires Commission approval)
Wedding

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

Is your event located on the beach? Yes ☒ No

Location: 4650 S.W. 30th AVE Dania Bch. FL 33312

Expected maximum attendance 500 Expected sustained attendance 50 per Day

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

If yes, please list the past dates, locations and attendance same location from

June 19th - July 4th Attendance about same as above

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

20x30 Canopy, Sell Fireworks Retail

Date and Time:	DATE	DAY	BEGIN	END	Attendance
SETUP:	<u>June</u>	<u>Sunday - 19th</u>	<u>9</u> <u>AM/PM</u>	<u>5</u> <u>AM/PM</u>	<u>2</u>
EVENT DAY 1:	<u>June</u>	<u>Friday - 20th</u>	<u>9</u> <u>AM/PM</u>	<u>9</u> <u>AM/PM</u>	<u>50 per day</u>
EVENT DAY 2:	<u>7/3</u>	<u>Thursday</u>	<u>9</u> <u>AM/PM</u>	<u>10</u> <u>AM/PM</u>	<u>50 per day</u>
EVENT DAY 3:	<u>7/4</u>	<u>Friday</u>	<u>9</u> <u>AM/PM</u>	<u>12</u> <u>AM/PM</u>	<u>50 per day</u>
BREAKDOWN:	<u>7/5</u>	<u>Saturday</u>	<u>10</u> <u>AM/PM</u>	<u>5</u> <u>AM/PM</u>	<u>2</u>

PART II: APPLICANT

Organization Name Panther Fireworks LLC **Name of Authorized Signatory** Albert Shaw
For-Profit Non-Profit Private (as registered in Sunbiz)

Address: 3532 NW 33rd Ct. **City, State, Zip:** Lauderdale Lakes, FL 33309

Date of registration: _____ **State registered in:** FL **Federal ID #** _____

Email Address: albert.shaw@yahoo.com **Phone:** 954-793-8132

Event Coordinator Name Albert Shaw **Phone:** 954-793-8132

Title: owner **Phone:** _____ **Cell:** 954-793-8132

Email address: albert.shaw@yahoo.com **Fax:** _____

Additional Contact Name Stephanie Fuller **Will you be on site?** ☒ Yes ☐ No

Title: MANAGER **Phone:** _____ **Cell:** 786-340-2441

Email address: S_Fuller_3426@hotmail.com **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? \$** _____

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: Electrical on Property License #: EC 13003123
Dr. Doc Electrical
Name of Electrician: _____ Phone: 561-866-7696

Entertainment ☐ Yes ☒ No

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

Fencing or Barricades ☐ Yes ☒ No

Include proposed fences in your Site Plan & Narrative

Fireworks & Flame Effects ☐ Yes ☒ No

Name & Contact of Company conducting the show: _____

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

Food Vendors ☐ Yes ☒ No

Food Trucks ☐ Yes ☒ No

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

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

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

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

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

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

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

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

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

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

Please Note – Cooking areas can be located no closer than 30 feet from any tent or canopy structure, event rides, stages, grandstands 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.): _____

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

Stages may require permits.

Days and times music will be played: _____

How close is the event to the nearest residence? Church Parking lot
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)? _____

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

All Parking Spaces that are impacted by an event will be billed to the event organizer through the City's Parking Division and must be paid in full before the event.

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

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

Sanitation & Waste

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

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

Company Name _____ Contact _____ Phone _____

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

Security/Police _____ Yes ☒ No _____

Name _____ Phone _____

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

Security Company _____ Contact _____ Phone _____

Tents or Canopies ☒ Yes _____ No _____

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

Quantity and size of each? 20x30 canopy

Company Name Sunshine tent Contact Dev Phone 954-324-5624

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.

I understand that if issued a special event permit this doesn't authorize usage of our City of Dania Beach logo.

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

5/8/2025

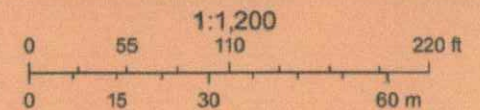
Date

Property Id: 504229390010

**Please see map disclaimer



A 20 x 30 canopy
B 10 x 20 container
C Electric 2 20 amp 120V circuit
May 11, 2023



L13

DANGER

DO NOT TOUCH INCOMING
POWER BEFORE REMOVING
THIS COVER.

DANGER

COUPEZ L'ALIMENTATION
ELECTRIQUE AVANT
D'ENLEVER CE COUVERCLE.

MINP00228



GE PowerMark Gold

EAST SIGN

GFI OUTLETS

WEST SIGN

50 AMP OUTLET

DANGER **DANGER**

DE-ENERGIZE INCOMING
POWER BEFORE
REMOVING THIS COVER

COUPEZ L'ALIMENTATION
ELECTRIQUE AVANT
D'ENLEVER CE

MNP300228





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).

If issued a special event permit this doesn't authorize usage of our City of Dania Beach logo.

PART I: EVENT REQUEST

If issued a If issued a special event permit this doesn't authorize usage of city logo.

Event Name: Juneteenth Celebration

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, roadclosures
(major event requires Commission approval)
Wedding ☐

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

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

Location: Art Park

Expected maximum attendance 75-100 Expected sustained attendance 75

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

If yes, please list the past dates, locations and attendance _____

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

This is a Juneteenth Celebration, that will began with a lecture in the Dania Beach Library. The lecture will be followed by outdoor activities which will include African Dancers, drummers, and poets. A lite snack and drinks will be provided

Date and Time:	DATE	DAY	BEGIN	END	Attendance
SETUP:	—	<u>June 14, 2025</u>	<u>8:00AM</u> ____AM/PM	<u>2:00 pm</u> ____AM/PM	<u>8</u>
EVENT DAY 1:	—	<u>June 14,2025</u>	<u>4:00PM</u> ____AM/PM	<u>6:00pm</u> ____AM/PM	<u>75</u>
EVENT DAY 2:	—		____AM/PM	____AM/PM	_____
EVENT DAY 3:	—		____AM/PM	____AM/PM	_____
BREAKDOWN:	—	<u>June 14, 2025</u>	<u>6:00 PM</u> ____AM/PM	<u>7:00pm</u> ____AM/PM	_____

PART II: APPLICANT

Organization Name The Baker House **Name of Authorized Signatory** Dr. Phyllis Baker
For-Profit Non-Profit ☒ Private (as registered in Sunbiz)
Address: 5212 SW 23rd Ave #7 **City, State, Zip:** West Park, FL 33023
855-2468622
Date of registration: 01/2014 **State registered in:** Florida **Federal ID #** _____
Email Address: pbaker@fiu.edu **Phone:** 305 3313443
Event Coordinator Name Dr. Phyllis Baker **Phone:** 954-4474529
Title: Owner **Phone:** 954 4474529 **Cell:** 305 3313443
Email address: pbaker@fiu.edu **Fax:** _____
Additional Contact Name Claudia Rimoli **Will you be on site?** ☒ Yes ☐ No
Co-Sponsor **Phone:** _____ **Cell:** 786 2555193
Email address: claudia@comfortforchaos.com **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? \$** _____

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 Battery Operated Material License #: _____

Name of Electrician: Joe the Electrician Phone: 561 3176518

Entertainment _____ Yes ☒ No

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

Drumming, dancers and poets.

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.):

recorded and drums

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

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

Days and times music will be played: June 14th from 4:30 to 6:00pm

How close is the event to the nearest residence? Not close to residence
It is the responsibility of the event coordinators/promoter to reach out to businesses within proximity of the event.

Parking Impact ☒ Yes _____ No _____ If yes, lot location(s)? City Parking Garage

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

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

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

Sanitation & Waste

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

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

Company Name The Baker House Contact Brian Baker Phone 305 761 3432
All grounds must be cleaned up **immediately** after completion of event or you will be subject to fees. You are responsible for securing recycling services.

Security/Police _____ Yes ☒ No

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

Security Company _____ Contact _____ Phone _____

Tents or Canopies _____ Yes ☒ No

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

Quantity and size of each? _____

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

Toilets _____ Yes ☒ No

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

Transportation Plan _____ Yes ☒ No

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

PART IV: SECURITY AND EMERGENCY SERVICES

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

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

POLICE

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

BSO DETAIL REQUIREMENT

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

BSO EMS DETAIL REQUIREMENT

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

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

The cost for EMS Detail is as follows:

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

FIRE WATCH REQUIREMENT

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

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

The cost of apparatus is as follows:

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

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

Payment for Details can be made as follows:

Payment in person:

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

Payment by mail:

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

Payment online:

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

Please visit:

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

***FEES APPLY FOR ONLINE PAYMENTS**

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

PART V: APPLICANT ACCEPTANCE

The information I have provided on this application is true and complete to the best of my knowledge.

If I have not submitted my application with the necessary plans, within the deadline and according to the rules outlined in the Special Events Ordinance, it may be denied.

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

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

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

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

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

I understand that if issued a special event permit this doesn't authorize usage of our City of Dania Beach logo.

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.

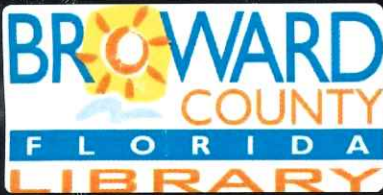
Create an account on RecDesk, <https://daniabeach.recdesk.com/Community/Home>, where an invoice will be sent electronically for the applicant to pay via credit card.

Phyllis Baker

May 30, 2025

Event Coordinator Signature

Date



Hi Ms. Singh,
Professor Phyllis
Baker
@fin.ed
305-331 3443
954-447-45
Home 29

JUNETEENTH FREEDOM DAY

JOIN DR. PHYLLIS BAKER FOR A
FEATURE PRESENTATION AT BROWARD
COUNTY LIBRARY ON THE HISTORICAL
SIGNIFICANCE OF JUNETEENTH,
INCLUDING ITS ORIGINS, EVOLUTION,
AND CULTURAL IMPORTANCE.

DANIA BEACH PAUL
DEMAIO BRANCH



REGISTER HERE

1 PARK AVENUE EAST, DANIA
BEACH, FL 33004
954-357-7073

SATURDAY
JUNE 14
3:00PM -
4:00PM

Broward County Board of County Commissioners

Mark D. Bogen • Alexandra P. Davis • Lamar P. Fisher • Beam Furr • Steve Geller • Robert McKinzie • Nan H. Rich • Hazelle P. Rogers • Michael Udine
Broward.org



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: June 10, 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

We are extremely proud to present to you and our Dania Beach community what will now be a yearly financial publication; the Popular Annual Financial Report (PAFR). This report compliments our Annual Comprehensive Financial Report (ACFR). The purpose of the PAFR is to extend our commitment to transparency in informing our financials to our residents, business partners and potential investors in a very easy to understand manner with a focus on how we collect and invest tax dollars and other revenues. This publication is not a requirement; however, cities such as Dania Beach choose to take that extra time and additional step to produce the “layman’s” guide to our financial position. Our new CFO Yeimy Guzman has worked diligently with her Team to make our 2nd Annual (PAFR) a reality. See included as back up.

Our 2nd Annual CORE Conversations series will commence on Thursday, June 12th, at Frost Park. Taking our senior City team out to our local neighborhoods and listening and engaging with our residents in their back yards is the epitome of interaction and communication. See attached schedule for CORE Conversations for 2025.

We are thrilled to announce that our recruitment process and our reputation has landed us our newly hired Deputy Director of Finance. Barbara Albritton Trinkka, CPA/ MBA, will join our team on June 23rd. Barbara was recruited by one of our Team members internally from our finance team and was the unanimous choice of our interview panel. Barbara is a Dania Beach resident, a graduate of the University of Florida and the Warrington College of Business, and a veteran of over 20 years in the Finance field. Barbara is leaving Hallandale Beach where she has served the City for almost 9 years as Deputy Director of Finance. Additionally, Barbara served as Director, Deputy Director and Utilities Finance Manager in the City of North Miami Beach for 8 years. Our commitment to the priorities of our City Commission and Administration is paramount and succession planning, and a deep bench is a primary focus.

We are pleased to announce that our AFSME Union ratified our proposed agreement that was unanimously supported by our City elected officials and City administration with 93% in favor. To receive 93% of votes in support is truly remarkable and a testament to the global efforts and consistent support of our elected body, and the trust placed on this administration. These successful union negotiations allow us to recruit, promote and retain the very best with the ultimate goal in mind to provide the very best municipal services for our community!

On May 28th, we received our taxable values report. We are very happy to deliver good news. Dania Beach has experienced an overall increase of 12.9% in existing properties. We rank as one of the highest in Broward County with only Water Management ranking ahead of us. This significant increase can be attributed to the assessment of several larger properties coming on board which have positively impacted our construction values by \$524 million. With over 65 active projects in our city and the design of PJ Meli in full swing, we look forward to establishing key funds such as capital investment to ensure we stay financially sound yet prudent in our expenditures.

The Marketing/ Communications Team of Nannette and Sussette Rodriguez has truly elevated our visibility via augmented and enhanced marketing and communication strategies and efforts. Some of these initiatives include our award-winning newsletter, the "Pioneer," to prime-time stories on local news media featuring Dania Beach, Dania After Dark and our unprecedented investment in public safety. I have included key data to support the evolution of our City communication efforts (see attached).



COMMUNITY
OUTREACH
RESIDENT
ENGAGEMENT



June - October

MEETING DATES

Thursdays
5:30 - 6:30 PM

June 12

Frost Park Community Center
300 NE 2nd Street

July 10

SW Community Center
230 SW 12th Avenue

August 14

I.T. Parker Community Center
901 NE 3rd Street

September 11

P.J. Meli Community Center
2901 SW 52nd Street

October 16

C.W. Thomas Community Center
100 NW 8th Avenue

*Please note that two or more members of the
City Commission and/or advisory board
members may be present at these meetings.*



JOIN US. LET'S TALK.

We continue to host the series of community conversations citywide to engage with you at a nearby park this summer. Members from the following areas will be in attendance:

- **City Manager's Office**
- **BSO Law Enforcement & Fire Rescue**
- **Public Services**
- **Permitting**
- **Parks & Recreation**
- **Code Compliance**



954.924.6800



daniabeachfl.gov



Sheriff Gregory Tony
sheriff.org



Marketing and Communications Strategic Growth

The Marketing and Communications Division was created in 2023 to centralize citywide communications and immediately initiated best practice strategies that drove measurable results.

- Produced Pioneer, the City's first-ever direct mail publication, which has since garnered state and national awards.
- Produced Huddle, employee bi-annual newsletter.
- Produced The Ledger, annual financial report.
- Verified our social media platforms.
- Adopted best practices across all social media platforms with positive results.
- Expanded social media platform reach to NextDoor.
- Launched email communications including the City's monthly e-newsletter, Dania Beach Happenings.
- Expanded news media outreach that resulted in media placements in print, television and digital news outlets.
- Integrated advertising strategies to enhance event promotions.
- Established brand oversight for visual and message consistency.
- Augmented content for the City's TV station and digital screens.
- Established relationships with local agencies including Visit Lauderdale and neighboring cities.
- Enhanced video productions, which has resulted in new series "Mayor on the Move," a HR recruitment video that recently was recognized with a statewide award, and many PSAs and recap videos of events.
- Launched and held CORE Conversations.
- Transitioning website to a new platform and redesign.

Overall Social Media Growth Snapshot

August 1, 2023, to May 20, 2025:

Overall Performance

- 59.9% increase in total followers across Facebook, Instagram, X (formerly Twitter), and YouTube
- Reach increased by 217%, from 2,766 users to 8,769 users

Instagram

- Follower growth of 131%, from 4,616 to 10,684
- Impressions increased from 0 to 818

Facebook

- Follower growth of 28.5%, from 8,548 to 10,983
- Impressions more than doubled, from 3,358 to 7,071

X (formerly Twitter)

- Follower growth of 12.4%, from 2,611 to 2,936

YouTube

- Channel now has 621 subscribers, building a new digital audience from the ground up

Meta Growth Comparison

November 1, 2024, to present

Facebook

- Views: 758.8K
- Reach: 278K (up 19.5%)
- Post Interactions: 8.5K (up 9.3%)

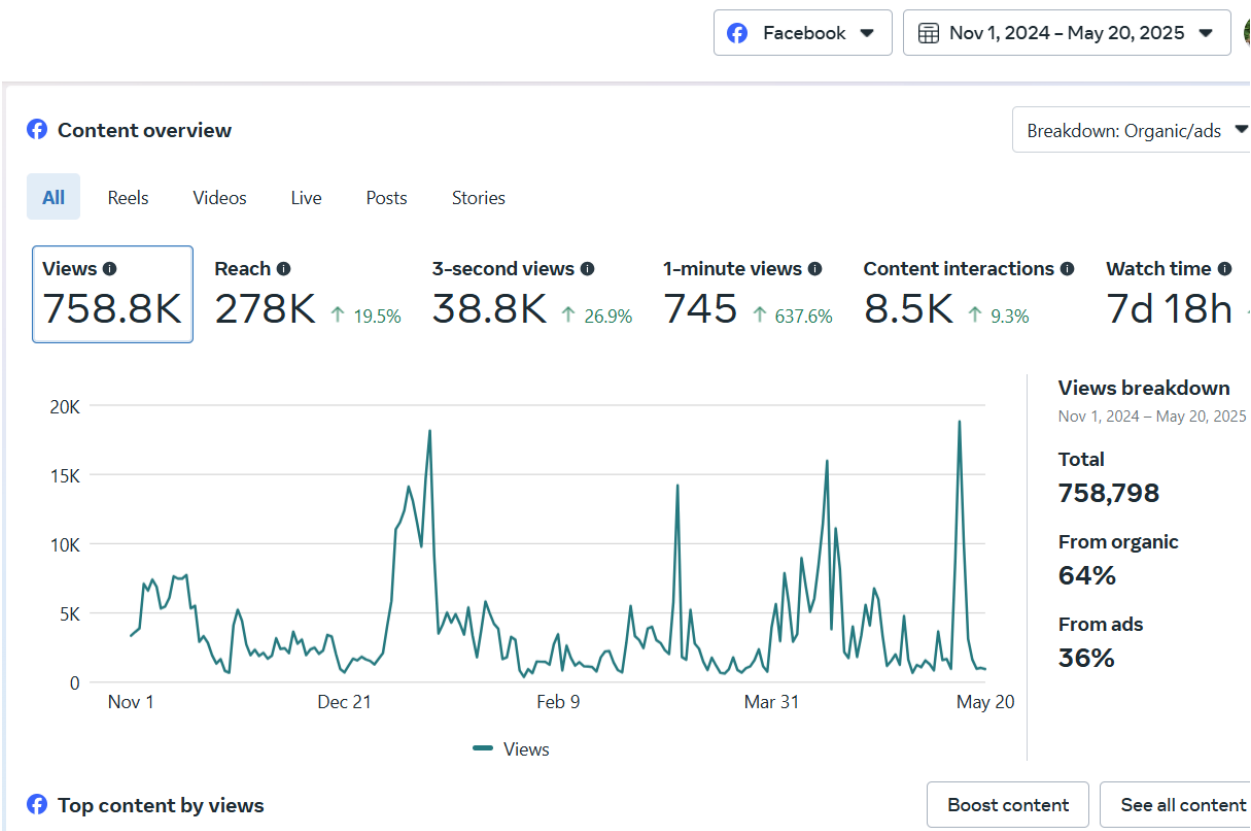
Instagram:

- Views: 350.2K
- Reach: 75.3K (up 67.1%)
- Content Interactions: 9.4K (up 100%)

Designs Created and Published

- 2019 - 2023: 135
- 2023 - 2025: 2,284

CHARTS AND GRAPHS



Content overview

Breakdown: Organic/ads

All Posts Stories

Views

350.2K

Reach

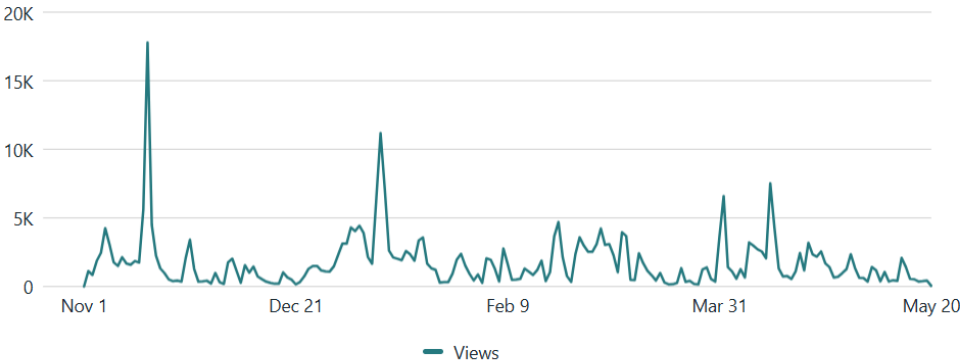
75.3K

↑ 67.1%

Content interactions

9.4K

↑ 100%



Views breakdown

Nov 1, 2024 – May 20, 2025

Total
350,184

From organic
75%

From ads
25%

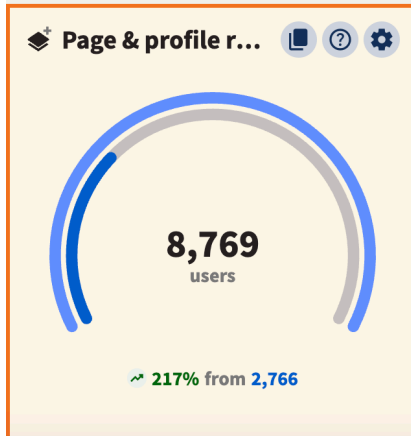
Top content by views

Boost content See all content

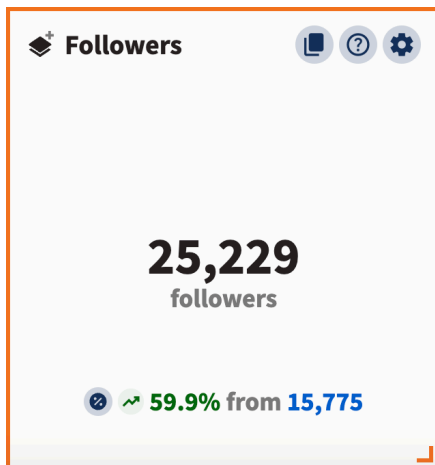
Data Charts (Hootsuite and Meta)

Aug. 2023 vs. May 2025

Overall Reach (All platforms)
217%



Overall Followers (All Platforms)
Aug. 2023 vs. May 2025
59.9%



Followers by Social Network
Aug. 2023 vs. May 2025

Followers > Social network		
Facebook P...	+28.5%	10,983
Instagram B...	+131%	10,684
Twitter	+12.4%	2,936
Youtube Channel	+%	621

Followers > Social network		
SOCIAL NETWORK	TA COUNT	TA COUNT ▼
Facebook Page	8,548	10,983
Instagram Business	4,616	10,684
Twitter	2,611	2,936
Youtube Channel	0	621

Page/profile Impressions

Page & profile i...		
SOCIAL NETWORK	#	# ▼
Facebook Page	3.4K	10K
Instagram Business	0	1.4K

Facebook Lifetime Audience (Captured May 20, 2025)

Audience

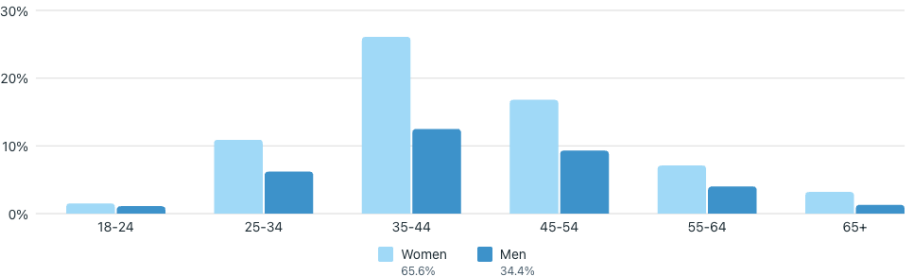
Demographics Trends Potential audience

Followers

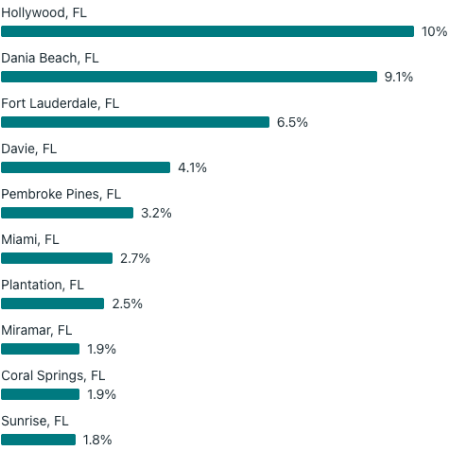
Lifetime

10,683

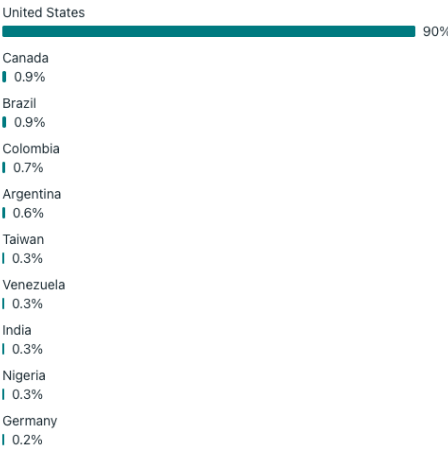
Age & gender



Top cities



Top countries



Special Magistrate Agenda

Case #	Status	Hearing Type	Property Address	Cited Party	Default Inspector
2024-00000228	Active	H-ABATEMENT - Abatement Hearing	213-215 SW 11 ST	RUGGERI SAMARRA, MARTIN A	Alberto Chavarria
2024-00000352	Active	H-ABATEMENT - Abatement Hearing	245 SW 6 ST	YVES BRODEUR	Alberto Chavarria
2024-00001774	Active	H-CONFIRMATION - Confirmation Hearing	307 W DIXIE HWY	307 W DIXIE LLC	Alberto Chavarria
2025-00000059	Active	H-EXTENSION - Extension Hearing	741 SW 3 ST	ATANASIAN ANNA & ARUTUNIAN GARI	Alberto Chavarria
2025-00000308	Active	H-FIRST HEARING - First Hearing	1160 SW 2 AVE	ANGELOS, THOMAS	Alberto Chavarria
2025-00000313	Active	H-FIRST HEARING - First Hearing	238 SW 5 ST	PEDREROS, CYNTHIA & ALVARO II	Alberto Chavarria
2025-00000315	Active	H-FIRST HEARING - First Hearing	263 SW 3 TER	SMITH, MOSES JR	Alberto Chavarria
2025-00000318	Active	H-FIRST HEARING - First Hearing	222 SW 8 ST	GARCIAS INVESTMENTS LLC	Alberto Chavarria
2025-00000324	Active	H-FIRST HEARING - First Hearing	206 SW 2 TER	DANINO, ZOILA ANGELA	Alberto Chavarria
2025-00000365	Active	H-FIRST HEARING - First Hearing	16 SW 5 ST	ROYAL INVESTMENT FUND LLC	Alberto Chavarria
2025-00000587	Active	H-FIRST HEARING - First Hearing	206 SW 3 ST	GAYLE APARTMENTS INC	Alberto Chavarria
2025-00000603	Active	H-FIRST HEARING - First Hearing	337 SW 13 ST	LAEL BAPTIST CHURCH INC	Alberto Chavarria
2025-00000682	Active	H-REPEAT HEARING - Repeat Hearing	402 SE 5 ST	STESIK VITALY/402 SE 5TH STREET LLC	Andre Smith

Special Magistrate Agenda

2025-00000687	Active	H-REPEAT HEARING - Repeat Hearing	4740 SW 43 AVE	ALBERT WAHBA	Andre Smith
2025-00000714	Active	H-RECURRING - Recurring Hearing	402 SE 5 ST	STESIK VITALY/402 SE 5TH STREET LLC	Andre Smith
2017-00000905	Active	H-ABATEMENT - Abatement Hearing	931 NAUTILUS ISLE	FABIO A LONDONO H/E Yael Y LONDONO ETAL	Anson Westberry
2021-00001759	Active	H-CONFIRMATION - Confirmation Hearing	326 SW 14 ST	326 SW 14 LLC	Anson Westberry
2022-00001479	Active	H-ABATEMENT - Abatement Hearing	11 N FEDERAL HWY	AKIBA, CHARLES & AKIBA, ANN FRANCINE	Anson Westberry
2022-00001506	Active	H-CONFIRMATION - Confirmation Hearing	825 E DANIA BEACH BLVD	HARE KRISHNA DANIA BEACH LLC	Anson Westberry
2024-00000192	Active	H-ABATEMENT - Abatement Hearing	646 NE 2 PL	HANKS, WILLIAM D	Anson Westberry
2024-00000747	Active	H-ABATEMENT - Abatement Hearing	38 NW 1 ST	67-75 NORTH FEDERAL ASSOC LLC	Anson Westberry
2024-00000955	Active	H-EXTENSION - Extension Hearing	39 SE 3 PL	ROSE SESSA	Anson Westberry
2024-00001397	Active	H-ABATEMENT - Abatement Hearing	105 NW 14 WAY	BHM 105 LLC	Anson Westberry
2024-00001563	Active	H-EXTENSION - Extension Hearing	21 SW 5 AVE	SFCLT DANIA I LLC	Anson Westberry
2024-00001841	Active	H-RECURRING - Recurring Hearing	414 SE 5 ST	MORALES, EUGENIA GARAY, RANDOLPH	Anson Westberry
2025-00000110	Active	H-REPEAT HEARING - Repeat Hearing	414 SE 5 ST	MORALES, EUGENIA GARAY, RANDOLPH	Anson Westberry
2025-00000378	Active	H-FIRST HEARING - First Hearing	411 SE 7 ST	KRASNOPOLSKIY, ARTUR & KRASNOPOLSKIY, BOZHENA	Anson Westberry

Special Magistrate Agenda

2025-00000389	Active	H-RECURRING - Recurring Hearing	402 SE 5 ST	STESIK, VITALY 402 SE 5TH STREET LLC	Anson Westberry
2025-00000489	Active	H-FIRST HEARING - First Hearing	SE 1 AVE	GARALFA ESTATES 3 LLC	Anson Westberry
2025-00000506	Active	H-FIRST HEARING - First Hearing	426 SE 5 ST	GINO PARKER	Anson Westberry
2025-00000589	Active	H-FIRST HEARING - First Hearing	200 E DANIA BEACH BLVD	200 EBD LLC	Anson Westberry
2025-00000602	Active	H-RECURRING - Recurring Hearing	20-22 SE 12 ST	JOSE MANUEL SANTOVENA	Anson Westberry
2025-00000617	Active	H-RECURRING - Recurring Hearing	17 SE 10 TER	EZRA GROUP LLC	Anson Westberry
2025-00000295	Active	H-FIRST HEARING - First Hearing	27 NW 4 AVE	GAINES, PAMELA & MICHAEL SR NUBY, RONALD ETAL	Luciano Nibbs
2025-00000296	Active	H-FIRST HEARING - First Hearing	129 NW 4 AVE	NEW BHNV DANIA COMMERCIAL LLC	Luciano Nibbs
2025-00000297	Active	H-FIRST HEARING - First Hearing	NW 4 AVE	GAINES, PAMELA & MICHAEL SR NUBY, RONALD ETAL	Luciano Nibbs
2025-00000298	Active	H-FIRST HEARING - First Hearing	129 NW 4 AVE	NEW BHNV DANIA COMMERCIAL LLC	Luciano Nibbs
2025-00000364	Active	H-FIRST HEARING - First Hearing	806 NW 1 ST	AMERICAN LEGION #209	Luciano Nibbs
2025-00000393	Active	H-FIRST HEARING - First Hearing	213 NW 7 AVE	BLACK, LARRY J	Luciano Nibbs
2025-00000486	Active	H-FIRST HEARING - First Hearing	145 NW 2 ST	JPRUIZ INVESTMENTS LLC	Luciano Nibbs
2025-00000500	Active	H-FIRST HEARING - First Hearing	25 SW 6 AVE	HORNE, DOROTHY BOATWRIGHT	Luciano Nibbs

Special Magistrate Agenda

2025-00000510	Active	H-FIRST HEARING - First Hearing	75 N FEDERAL HWY	67-75 NORTH FEDERAL ASSOC LLC	Luciano Nibbs
2025-00000581	Active	H-RECURRING - Recurring Hearing	420 SW 1 ST	SFCLT DANIA I LLC	Luciano Nibbs
2025-00000636	Active	H-FIRST HEARING - First Hearing	809 NW 9 AVE	TERRY J VAN DYK	Luciano Nibbs
09-2007	Active	H-CONFIRMATION - Confirmation Hearing	2781 SW 36 ST	THEODORE J MOZINO	Michelle Shahryar
10-0187	Active	H-CONFIRMATION - Confirmation Hearing	2238 SW 34 ST	BABY STEPS INVESTMENTS LLC	Michelle Shahryar
2022-00001416	Active	H-ABATEMENT - Abatement Hearing	3472 SW 44 ST	HADAD, YARIN AMIR, YARIN	Michelle Shahryar
2022-00001561	Active	H-CONFIRMATION - Confirmation Hearing	1000 PHIPPEN RD	TRUST CAPITAL INVESTMENTS LLC	Michelle Shahryar
2023-00000570	Active	H-ABATEMENT - Abatement Hearing	213-215 SW 11 ST	RUGGERI SAMARRA, MARTIN A	Michelle Shahryar
2023-00000841	Active	H-ABATEMENT - Abatement Hearing	11 N FEDERAL HWY	AKIBA CHARLES & AKIBA ANN FRANCINE	Michelle Shahryar
2023-00001412	Active	H-ABATEMENT - Abatement Hearing	757 SW 3 PL	GREEN HOLCOMBE, SHARON GREEN, DORA B EST ETAL	Michelle Shahryar
2025-00000129	Active	H-FIRST HEARING - First Hearing	SW 26 TER	BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS	Michelle Shahryar
2025-00000288	Active	H-FIRST HEARING - First Hearing	4261 RAVENSWOOD RD	ARK RUSTIC INN REAL ESTATE LLC	Michelle Shahryar
2025-00000294	Active	H-FIRST HEARING - First Hearing	2580 SW 32 ST	CLIFF BERRY INC	Michelle Shahryar
2025-00000320	Active	H-FIRST HEARING - First Hearing	4680 SW 33 AVE 5 & 6	MSYB LLC	Michelle Shahryar

Special Magistrate Agenda

2025-00000422	Active	H-FIRST HEARING - First Hearing	2781 SW 36 ST	MOZINO, THEODORE J	Michelle Shahryar
2025-00000426	Active	H-FIRST HEARING - First Hearing	2296 W STATE RD 84	AMERICAN RECOVERY SPECIALISTS OF FT LAUDERDALE INC	Michelle Shahryar
2025-00000453	Active	H-FIRST HEARING - First Hearing	3340 SW 44 CT	JIMMY RAY JEFFERY EST	Michelle Shahryar
2025-00000490	Active	H-FIRST HEARING - First Hearing	4497 SW 34 TER	415 HOLIDAY DR LLC	Michelle Shahryar
2025-00000496	Active	H-FIRST HEARING - First Hearing	4532 SW 34 TER	BLANCO, BRIAN DOMINGUEZ, MAYLEIN	Michelle Shahryar
2025-00000497	Active	H-FIRST HEARING - First Hearing	4481 SW 34 TER	BRICK BY BRICK EMPIRE LLC	Michelle Shahryar
2025-00000498	Active	H-FIRST HEARING - First Hearing	4465 SW 34 TER	WALSH, NICOLA JANE	Michelle Shahryar
2025-00000513	Active	H-FIRST HEARING - First Hearing	4532 SW 28 TER	BAU BAU BROTHERS INC	Michelle Shahryar
2025-00000540	Active	H-REPEAT HEARING - Repeat Hearing	2900 SW 45 ST	ECOAR LLC	Michelle Shahryar
2025-00000626	Active	H-FIRST HEARING - First Hearing	2708 SW 47 ST	IDAN DROUSKIN	Michelle Shahryar
2017-00000470	Active	H-CONFIRMATION - Confirmation Hearing	4680 SW 33 AVE	MYSB LLC	Ricky Ali
2018-00001115	Active	H-CONFIRMATION - Confirmation Hearing	4268 SW 50 ST	ANGEL & CYNTHIA BRITO	Ricky Ali
2019-00000048	Active	H-ABATEMENT - Abatement Hearing	11 N FEDERAL HWY	CHARLES & ANN FRANCINE AKIBA	Ricky Ali
2021-00001822	Active	H-CONFIRMATION - Confirmation Hearing	450 E DANIA BEACH BLVD	DAGLARIS, ARISTITELIS DAGLARIS, JOHN	Ricky Ali

Special Magistrate Agenda

2021-00001835	Active	H-CONFIRMATION - Confirmation Hearing	5311 SW 25 TER	ARCHILLA, DAVID	Ricky Ali
2024-00000893	Active	H-EXTENSION - Extension Hearing	1400 NW 1 ST	UNITED HOUSE OF PRAYER ETAL MADISON S C TRSTEE	Ricky Ali
2024-00001177	Active	H-EXTENSION - Extension Hearing	4530 SW 54 ST 101-D	CARBONEL, NELLY SEGOVIA, KATHERINE PAOLA	Ricky Ali
2024-00001178	Active	H-EXTENSION - Extension Hearing	4530 SW 54 ST 102-D	HERNANDEZ, BEVERLY THORNE	Ricky Ali
2024-00001179	Active	H-EXTENSION - Extension Hearing	4530 SW 54 ST 103-D	COURTNEY, ZHOUI	Ricky Ali
2024-00001180	Active	H-EXTENSION - Extension Hearing	4530 SW 54 ST 104-D	EMERALD ISLES 104 HOLDINGS LLC	Ricky Ali
2024-00001181	Active	H-EXTENSION - Extension Hearing	4530 SW 54 ST 105-D	GARGANO, NICHOLAS	Ricky Ali
2024-00001182	Active	H-EXTENSION - Extension Hearing	4530 SW 54 ST 201-D	STERNBERG, DENNIS	Ricky Ali
2024-00001183	Active	H-EXTENSION - Extension Hearing	4530 SW 54 ST 202-D	LAVEE, BANYAMIN ZEEV	Ricky Ali
2024-00001184	Active	H-EXTENSION - Extension Hearing	4530 SW 54 ST 203-D	REID, FLOYD S	Ricky Ali
2024-00001185	Active	H-EXTENSION - Extension Hearing	4530 SW 54 ST 204-D	HSU, YUAN HUNG YU, YU LIN	Ricky Ali
2024-00001186	Active	H-EXTENSION - Extension Hearing	4530 SW 54 ST 205-D	4530 SW 54TH STREET APT 205-D LLC	Ricky Ali
2024-00001190	Active	H-EXTENSION - Extension Hearing	4522 SW 54 ST 701-K	CAMPBELL, LINDA	Ricky Ali
2024-00001191	Active	H-EXTENSION - Extension Hearing	4522 SW 54 ST 702-K	IMBEE DOC LLC	Ricky Ali

Special Magistrate Agenda

2024-00001192	Active	H-EXTENSION - Extension Hearing	4522 SW 54 ST 703-K	MARGINAL PROPERTIES LLC	Ricky Ali
2024-00001193	Active	H-EXTENSION - Extension Hearing	4522 SW 54 ST 704-K	M & L REAL ESTATE INVESTMENT LLC	Ricky Ali
2024-00001194	Active	H-EXTENSION - Extension Hearing	4522 SW 54 ST 705-K	PK VIAL LLC	Ricky Ali
2024-00001195	Active	H-EXTENSION - Extension Hearing	4522 SW 54 ST 801-K	EMERALD ISLES 801 HOLDINGS LLC	Ricky Ali
2024-00001196	Active	H-EXTENSION - Extension Hearing	4522 SW 54 ST 802-K	SETTE SOGNI LLC	Ricky Ali
2024-00001197	Active	H-EXTENSION - Extension Hearing	4522 SW 54 ST 803-K	M & L REAL ESTATE INVESTMENTS LLC	Ricky Ali
2024-00001198	Active	H-EXTENSION - Extension Hearing	4522 SW 54 ST 804-K	ACOSTA, ANDREA	Ricky Ali
2024-00001199	Active	H-EXTENSION - Extension Hearing	4522 SW 54 ST 805-K	BARRADAS, LUIS A	Ricky Ali
2024-00001292	Active	H-EXTENSION - Extension Hearing	4528 SW 54 ST 302-B	NICHOLAS FRANK GARGANO	Ricky Ali
2024-00001313	Active	H-EXTENSION - Extension Hearing	4528 SW 54 ST 304-B	ALL STATES INVESTMENT LLC	Ricky Ali
2024-00001314	Active	H-EXTENSION - Extension Hearing	4528 SW 54 ST 303-B	ROBERT SHAYWITZ	Ricky Ali
2024-00001316	Active	H-EXTENSION - Extension Hearing	4528 SW 54 ST 305-B	JOYCE FORD	Ricky Ali
2024-00001319	Active	H-EXTENSION - Extension Hearing	4528 SW 54 ST 402-B	GINA TAPIA TR TAPIA, GINA TRSTEE	Ricky Ali
2024-00001320	Active	H-EXTENSION - Extension Hearing	4528 SW 54 ST 401-B	GOLDIS, MORDECHAI	Ricky Ali

Special Magistrate Agenda

2024-00001321	Active	H-EXTENSION - Extension Hearing	4528 SW 54 ST 403-B	LAVEE, BENYAMIN ZEEV	Ricky Ali
2024-00001322	Active	H-EXTENSION - Extension Hearing	4528 SW 54 ST 404-B	PIEDRAHITA, NANCY PIEDRAHITA, WILLIAM	Ricky Ali
2024-00001323	Active	H-EXTENSION - Extension Hearing	4528 SW 54 ST 405-B	YOUNG, JACQUELINE	Ricky Ali
2025-00000105	Active	H-FIRST HEARING - First Hearing	5385 SW 40 AVE 103	HAFIZOV, ASHER	Ricky Ali
2025-00000139	Active	H-EXTENSION - Extension Hearing	SW 54 ST	CONSOLIDATE MANAGEMENT CO % EMERALD ISLES CONDO	Ricky Ali
2025-00000359	Active	H-FIRST HEARING - First Hearing	4021 SW 54 CT	ATTIAS 5 LLC	Ricky Ali
2025-00000572	Active	H-FIRST HEARING - First Hearing	219 SE 8 ST	IH4 PROPERTY LP % INVITATION HOMES-TAX DEPT	Ricky Ali
2024-00000613	Active	H-EXTENSION - Extension Hearing	3039 SW 52 ST	MASETH, DEBORAH J	Windy Damis
2024-00001521	Active	H-CONFIRMATION - Confirmation Hearing	2401 SW 49 CT	2773 NW 4 STREET LAND TR NANAN, JAMES TRSTEE	Windy Damis
2024-00001614	Active	H-EXTENSION - Extension Hearing	5615 SW 24 AVE	LORENA R RAMOS	Windy Damis
2024-00001702	Active	H-EXTENSION - Extension Hearing	4937 SW 28 AVE	SNI PROPERTIES LLC	Windy Damis
2025-00000328	Active	H-FIRST HEARING - First Hearing	5701 SW 24 AVE	PELE DORU I & MARIA	Windy Damis
2025-00000329	Active	H-FIRST HEARING - First Hearing	5801 SW 24 AVE	DAGA, ALIZA	Windy Damis
2025-00000331	Active	H-FIRST HEARING - First Hearing	5529 SW 24 AVE	ZION FAMILY REV TR ZION JOSEF & ZION ZAHAVA TRSTEEES	Windy Damis

Special Magistrate Agenda

2025-00000336	Active	H-FIRST HEARING - First Hearing	2604 SW 54 PL	ARLOTTA MARINA MARY M H/E BITHELL KETHY A ETAL	Windy Damis
2025-00000340	Active	H-FIRST HEARING - First Hearing	5517 SW 24 AVE	5517 LAKE LLC	Windy Damis
2025-00000348	Active	H-FIRST HEARING - First Hearing	5545 SW 24 AVE	GMACH, BERNARD DAVID	Windy Damis
2025-00000349	Active	H-FIRST HEARING - First Hearing	5451 SW 24 AVE	SHALOM, ASAF	Windy Damis
2025-00000350	Active	H-FIRST HEARING - First Hearing	5447 SW 24 AVE	KIRSH FAM REV TR & KIRSH, BENJAMIN & LIORA	Windy Damis
2025-00000396	Active	H-FIRST HEARING - First Hearing	4841 SW 29 AVE	SOT HOUSING LLC	Windy Damis
2025-00000438	Active	H-FIRST HEARING - First Hearing	2450 SW 58 MNR	SEPCARU, MAOR	Windy Damis
2025-00000447	Active	H-FIRST HEARING - First Hearing	4910 SW 29 TER	TONY R BADAY FLORES	Windy Damis
2025-00000448	Active	H-FIRST HEARING - First Hearing	5011 SW 29 TER	JOSE & DANIA LOPEZ	Windy Damis
2025-00000465	Active	H-FIRST HEARING - First Hearing	5221 SW 28 AVE	MOMENTUM180 LLC	Windy Damis
2025-00000466	Active	H-FIRST HEARING - First Hearing	5020 SW 28 TER	NIKI SCHEBOVITZ	Windy Damis
2025-00000470	Active	H-FIRST HEARING - First Hearing	4870 SW 29 TER	PEGGY SWARTFAGER	Windy Damis
2025-00000471	Active	H-FIRST HEARING - First Hearing	4901 SW 29 AVE	CASTELLANO LISA H/E CASTELLANO WALTER	Windy Damis



City of Dania Beach
100 WEST DANIA BEACHBLVD
DANIA BEACH, FLORIDA 33004
JUNE 12,2025

Special Magistrate Agenda

2025-00000681	Active	H-REPEAT HEARING - Repeat Hearing	2401 SW 49 CT	2773 NW 4 STREET LAND TR NANAN, JAMES TRUSTEE	Windy Damis
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MINUTES OF REGULAR MEETING
DANIA BEACH CITY COMMISSION
TUESDAY, MAY 27, 2025 - 6:00 P.M.

1. CALL TO ORDER/ROLL CALL

Mayor Davis called the meeting to order at 6:00 p.m.

Present:

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

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

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

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

City Attorney Boutsis read the statement of decorum.

3. PRESENTATIONS AND SPECIAL EVENT APPROVALS

3.1 Special Event Applications:

- Marina 84 Bike Night
- TNT Neptune Fireworks Sale

There was Commission consensus to approve the special event applications.

3.2 Request for Proclamation Approvals:

- Request for Proclamation Approval – National Poppy Day – May 23, 2025 - *Sponsored by Mayor Davis*
- Request for Proclamation Approval – American Legion Post 304 Auxiliary – 75th Anniversary – May 31, 2025 – *Sponsored by Mayor Davis*

There was Commission consensus to approve the proclamation requests.

4. PROCLAMATIONS

None.

5. ADMINISTRATIVE REPORTS

5.1 City Manager

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

- Broward County Schools Partner of the Year award
- 2025 National Mural Awards Competition – Gold medal
- Update on Visit Fort Lauderdale marketing campaign
- Day and Night Broward Sheriff's Office resources in Dania Beach
- Meeting with Hillary Cassel regarding budgetary concerns
- Meeting with Francisco Rojo and update on leased units at City Place
- Progress of C.W. Thomas Park
- Parks and Recreation Summer Camp
- Gulfstream Road Drainage Project

5.2 City Attorney

City Attorney Boutsis reported on the new park between 90 and 100 Bryan Road. She advised she will have an intern starting June 10, 2025.

5.3 City Clerk - Reminders

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

- June 10, 2025 CRA Board Meeting - 6 p.m.
- June 10, 2025 City Commission Meeting - 7 p.m.
- June 24, 2025 City Commission Meeting - 7 p.m.

6. PUBLIC SAFETY REPORTS

Captain Tarala reported on recent criminal activity in the city. He noted Memorial Day weekend at the beach was a success as there were zero issues reported, and Dania Pointe was just as busy, and they continued their operational plan with zero issues. He has been in talks with Chief Davlin of Hollywood Police Department about a traffic plan for the Fourth of July.

Chief Pellecer reported on monthly call volumes in the city. The department held two training classes for city staff, Stop the Bleed and Heat Stroke Awareness. He noted with summer coming we need to think of ourselves and of our vulnerable population and try to avoid prolonged time in the heat. He commented that hurricane season is coming up on June 1, 2025 and thanked Nannette Rodriguez for assisting him with a flyer for Alert Dania Beach and encouraged the community to create a plan and an emergency kit.

7. CITIZENS' COMMENTS

The following spoke under citizens' comments:

- Cristine Douglas – 4665 SW 38th Terrace

8. CONSENT AGENDA

City Attorney Boutsis clarified the extensions for items 8.7 and 8.8.

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

- 8.1 Minutes: May 13, 2025

Approved under consent agenda.

- 8.2 Travel Requests: None.

- 8.3 RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING AN INCREASE IN THE MAXIMUM ALLOWABLE ANNUAL EXPENDITURE FOR FISCAL YEAR 2024-25, WITH BOTH KAILAS CORP. AND HINTERLAND GROUP, INC., IN THE AMOUNT OF \$150,000.00, EACH, PERTAINING TO ITB NO. 23-007, ENTITLED, "STORM SEWER AND SEWER MAIN CLEANING SERVICES" FOR A TOTAL ADDITIONAL APPROPRIATION OF \$300,000.00; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

Approved under consent agenda.

- 8.4 RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF DANIA BEACH AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE SW 52ND STREET DRAINAGE PROJECT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

Approved under consent agenda.

8.5 Request for Use of Discretionary Funds

- C. W. Thomas Summer Camp - Sponsored by Commissioner Lewellen

Approved under consent agenda.

8.6 RESOLUTION 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE MODIFICATION NO. 5 TO THE SUBGRANT AGREEMENT BETWEEN THE CITY OF DANIA BEACH AND THE STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT FOR A THREE-MONTH EXTENSION TO THE GRANT FOR THE CREATION OF A WATERSHED MASTER PLAN; PROVIDING FOR CONFLICTS; FURTHER PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

Approved under consent agenda.

8.7 RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AMENDMENT NO. 5 TO THE MASTER RESEARCH AGREEMENT BETWEEN THE CITY OF DANIA BEACH AND FLORIDA ATLANTIC UNIVERSITY (FAU), TO REQUEST AN ADDITIONAL FOUR-MONTH EXTENSION TO THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT GRANT, SO THAT FAU MAY COMPLETE THE WATERSHED MASTER PLAN; PROVIDING FOR CONFLICTS; FURTHER PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

Approved under consent agenda.

8.8 RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, ADOPTING THE UPDATED STRATEGIC PLAN PREPARED IN CONJUNCTION WITH LYLE SUMEK ASSOCIATES, INC.; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(City Manager)*

Approved under consent agenda.

8.9 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 AMENDED SITE AGREEMENT WITH STC FIVE LLC (A/K/A STC) TO EXTEND STC'S USE OF THE FIRE STATION TOWER THROUGH JULY 26, 2037, WITH A THREE

PERCENT INCREASE TO THE UNDERLYING PAYMENT TO THE CITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(City Attorney)*

Approved under consent agenda.

9. BIDS AND REQUESTS FOR PROPOSALS

9.1 RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF INVITATION TO BID (“ITB”) NO. 25-009, ENTITLED “PURCHASE OF FIVE (5) PREFABRICATED STORAGE SHEDS” TO JC ENTERPRISES, IN AN AMOUNT NOT TO EXCEED TWO HUNDRED FIFTEEN THOUSAND SIX HUNDRED TWENTY-FIVE DOLLARS (\$215,625.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

City Attorney Boutsis read the title of the resolution.

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

9.2 RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE RANKING OF CONSULTING FIRMS THAT RESPONDED TO REQUEST FOR QUALIFICATIONS (RFQ) NO. 25-008, “CONSTRUCTION, ENGINEERING AND INSPECTION SERVICES FOR SOUTHEAST DRAINAGE PROJECT, PHASE II”, AND SELECTING METRIC ENGINEERING, INC. AS THE FIRST PLACE FIRM; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

City Attorney Boutsis read the title of the resolution.

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

10. QUASI-JUDICIAL HEARINGS

None.

11. FIRST READING ORDINANCES

11.1 ORDINANCE NO. 2025-_____ *(THIS ITEM IS TO BE RESCHEDULED AND WILL BE HEARD ON JUNE 10, 2025 AT 7:00 P.M.)*

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 28, ENTITLED “LAND DEVELOPMENT CODE”, AT PART 2, ENTITLED “SITE DEVELOPMENT REGULATIONS”, ARTICLE 265 ENTITLED

“OFF STREET PARKING REQUIREMENTS AT SECTION 265-50 ENTITLED “OFF-STREET PARKING REQUIRED; ON-STREET PARKING CREDIT” IN ORDER TO REDUCE THE REQUIRED PARKING FOR HOTELS IN THE CRA FORM-BASED ZONING DISTRICT; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; CODIFICATION; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.*(Community Development)*

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

Commissioner Lewellen made a motion to reschedule the item to June 24, 2025 at 7:00 p.m. The motion was seconded by Commissioner Rimoli which carried unanimously on voice vote.

11.2 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 THE SOUTHEAST DRAINAGE RETROFIT PROJECT, PHASE II; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (Public Services)

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

Mayor Davis asked for anyone wishing to speak and there were none.

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

12. SECOND READING ORDINANCES

12.1 ORDINANCE NO. 2025-____ ***(THIS ITEM IS TO BE RESCHEDULED AND WILL BE HEARD ON JUNE 10, 2025 AT 7:00 P.M.)***

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, TO AMEND CHAPTER 28, ENTITLED “LAND DEVELOPMENT CODE” PART 5, ENTITLED “SIGNAGE AND DESIGN REGULATIONS”; ARTICLE 505, ENTITLED “SIGN REGULATIONS”, AT SECTION 505-40, ENTITLED “DETAILED SIGN STANDARDS” TO MODIFY WALL SIGN REGULATIONS; AMENDING SECTION 505-50, ENTITLED “PROHIBITED SIGNS,” TO MODIFY SIGN PLACEMENT; AMENDING SECTION 505-90, ENTITLED “SIGNAGE REGULATIONS FOR THE MIXED-USE CRA FORM-BASED ZONING DISTRICTS (CC, SFED-MU, EDBB-MU, GTWY-MU, NBHD-MU)” TO AUTHORIZE PORTABLE SIGNS FOR ALL BUSINESSES AND TO MODIFY WALL SIGN REGULATIONS; AMENDING SECTION 505-110, ENTITLED “SIGNAGE REGULATIONS FOR SHOPPING CENTERS, AND LARGE RETAIL ESTABLISHMENTS IN COMMERCIAL DISTRICTS (C-1; C-2; C-3; C-4), AND PLANNED MIXED-USE DISTRICTS (PMUD, PMUD/SL)” RELATING TO PROJECTING SIGNS; REPEALING SECTION 505-140, ENTITLED “SIGNS EXEMPT FROM CERTIFICATE OF COMPLIANCE

REQUIREMENT”; AND TO SUBSTANTIALLY REVISE SECTION 505-190, ENTITLED “SIGNAGE REVIEW” TO REMOVE THE APPROVAL PROCESS AND FEES; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; CODIFICATION; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (*Community Development*)

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

Vice Mayor Salvino made a motion to reschedule the item to June 10, 2025 at 7:00 p.m. The motion was seconded by Commissioner Lewellen which carried unanimously on voice vote.

12.2 ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, TO AMEND CHAPTER 28, ENTITLED “LAND DEVELOPMENT CODE” TO CLEAN UP LANGUAGE RELATING TO ACCESSORY STRUCTURES; AT PART 1, ENTITLED “USE REGULATIONS”, ARTICLE 105, ENTITLED “USE REGULATIONS FOR RESIDENTIAL AND OPEN SPACE ZONING DISTRICTS”, AT SECTION 105-40, ENTITLED “TOWNHOUSES” IN ORDER TO CALCULATE PERVIOUS AREA; AMENDING PART 2, ENTITLED “SITE DEVELOPMENT REGULATIONS”, ARTICLE 230, ENTITLED “SPECIAL FLOOR AREA, BUILDING DIMENSION AND BUILDING SIZE STANDARDS”, AT SECTION 230-40, ENTITLED “MINIMUM FLOOR AREAS FOR DWELLINGS AND LODGING UNITS” TO ADDRESS MINIMUM FLOOR AREA AND ACCESSORY STRUCTURES; AMENDING PART 3, ENTITLED “SPECIAL ZONING DISTRICTS”; SUBPART 1, ENTITLED “COMMUNITY REDEVELOPMENT AREA (CRA) FORM-BASED ZONING DISTRICTS”, ARTICLE 309, ENTITLED “ADDITIONAL DEVELOPMENT STANDARDS”, AT SECTION 309-10 ENTITLED “COMPLETE STREET IMPROVEMENTS” TO MODIFY THE BUILDING LINE AND CLARIFY REFERENCES TO THE CRA AND CITY; AMENDING ARTICLE 310, ENTITLED “BUILDING TYPES”, AT SECTION 310-10, ENTITLED “RESIDENTIAL BUILDING TYPES” TO MAKE PORCHES OPTIONAL; AMENDING ARTICLE 311, ENTITLED “FRONTAGE TYPES”, AT SECTION 311-20, ENTITLED “FRONTAGE TYPE DEFINITIONS AND STANDARDS” TO MODIFY PORCH, STOOP, DOORYARD, SHOP AND FORECOURT FRONTAGES; AMENDING PART 7, ENTITLED “CODE ADMINISTRATION”; ARTICLE 725, ENTITLED “DEFINITIONS”, AT SECTION 725-30, ENTITLED “TERMS DEFINED” TO DEFINE PRINCIPAL AND ACCESSORY DWELLING UNITS; AND PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; CODIFICATION; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (*Community Development*)

City Attorney Boutsis read the title of the ordinance.

Mayor Davis asked for anyone wishing to speak and there were none.

Vice Mayor Salvino made a motion to approve the ordinance on second reading. The motion was seconded by Commissioner Rimoli which carried unanimously.

13. DISCUSSION AND POSSIBLE ACTION

None.

14. APPOINTMENTS

None.

15. COMMISSION COMMENTS

15.1 Discussion on Solid Waste Authority and Master Plan - Commissioner Ryan

Commissioner Ryan commented that he provided the commission with the Draft Solid Waste Authority Master Plan to review and bring forward any comments that should be discussed with the Solid Waste Authority. He would like to submit comments as a whole from the city so that the executive director may review the comments and the city can compare notes to other cities and what they are wanting to do. He reviewed the suggestions set forth in the drafted master plan and said he will attempt to have the executive director provide a presentation at a future meeting.

Commissioner Lewellen commented on the summer camps and her recent request to utilize some of her discretionary funds towards the summer camps for Dania Beach children in need. She is happy to hear that there are so few this year that cannot afford to attend and hopes that number will be even less next year. She gave kudos to the communications department for a recent post that promoted the teen program by encouraging parents to have a night out. She spoke about the events she attended this month to include the awards ceremony with Broward County Public Schools and the Collins Elementary award ceremony for students.

Commissioner Rimoli commented that last week was very busy and spoke about the events he attended to include the Broward County Public Schools award ceremony, the Broward MPO State of the Region Annual Awards, Collins Elementary Awards Ceremony at I.T. Parker and the Dania Beach Elementary Volunteer Awards Ceremony.

Commissioner Ryan commented that last week was very exciting and it is great to see the city recognized. He said the gold medal the city received for the mural was amazing and noted there are a lot of end of the year activities going on and he encouraged the commission to attend. He said he spent time at Post 209 and 304 for Memorial Day and thanked Broward Sheriff's Office for showing up to the event at Post 304 and assisting with blocking off the road for the raising of the flags. He gave his condolences to the Libero family on the passing of Bobby Libero

Vice Mayor Salvino said it is nice to be a part of this team and said he brags on the city team all the time.

Mayor Davis spoke about attending the inaugural Mayors Philanthropic Forum with Community Foundation of Broward and said she would like to have them provide a presentation at the July meeting. She is excited about everything that has been accomplished with the Public Art Advisory Board and recognized Community Development and the board for all their hard work. She spoke about the many awards the city has received and expressed how proud she is of the team and how well they work together.

16. ADJOURNMENT

Mayor Davis adjourned the meeting at 7:04 p.m.

ATTEST:

CITY OF DANIA BEACH

ELORA RIERA
CITY CLERK

JOYCE L. DAVIS
MAYOR

Approved:



City of Dania Beach Public Services Memorandum

DATE: 6/10/2025

TO: Mayor and Commissioners

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

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

**SUBJECT: APPROVAL TO EXECUTE A MODIFICATION TO AN AGREEMENT
WITH FECR FOR ENHANCED RAIL CROSSING SAFETY MEASURES**

Request:

The Public Services Department (PSD) requests approval to execute a modification to the existing agreement with Florida East Coast Railway (FECR) and Brightline Trains Florida, LLC relating to the Broward County Sealed Corridor Project.

Background:

The City of Dania Beach authorized participation in the Broward County Sealed Corridor Project, funded by the Railroad Crossing Elimination Program (RCEP), to improve safety at railroad crossings via Resolution No. 2024-171.

A modification letter was presented to the City of Dania Beach that formally recognizes Brightline Trains Florida LLC as an intended third-party beneficiary of the existing Crossing Agreement between the City and FECR. The modification does not alter the core responsibilities of the City or FECR under the original agreement but affirms that the Crossing Agreement will govern the improved crossings and clarifies liability and cost-sharing for the project.

Budgetary Impact

The City confirms its financial commitment to the project in the amount of \$92,205.00, which includes a 20% contingency. Project costs shall be supported through federal grant funds in the amount of \$594,943.00 and a county grant match of \$71,898.00.

Recommendation

PSD recommends execution of the modification agreement.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A MODIFICATION TO THE EXISTING AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA EAST COAST RAILWAY, L.L.C. (FECR), AND BRIGHTLINE TRAINS FLORIDA, LLC, RELATING TO THE BROWARD COUNTY SEALED CORRIDOR PROJECT; CONFIRMING BRIGHTLINE'S THIRD-PARTY BENEFICIARY STATUS TO THE CROSSING AGREEMENT; RATIFYING THE CITY'S CONTINUING OBLIGATIONS UNDER THE EXISTING CROSSING AGREEMENT; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dania Beach previously entered into an agreement dated February 23, 2006, with Florida East Coast Railway, L.L.C. (FECR) governing the grade crossing located at NW 1st Street (DOT #272573H); and

WHEREAS, on December 10, 2024, pursuant to Resolution No. 2024-171, the City authorized participation in the Broward County Sealed Corridor Project, funded in part by the Railroad Crossing Elimination Program (RCEP), to improve safety at multiple railroad crossings within Broward County, including the crossing within Dania Beach; and

WHEREAS, the City's total financial commitment to the project is Ninety-Two Thousand Two Hundred Five Dollars (\$92,205.00), including a 20% contingency, with the remainder funded through federal and county grants; and

WHEREAS, a modification letter, which letter is attached as Exhibit "A" and incorporated into this Resolution by this reference, has been presented that formally recognizes Brightline Trains Florida LLC as an intended third-party beneficiary of the existing Crossing Agreement between the City and FECR and affirms that Brightline will design and construct the improvements, subject to reimbursement provisions in existing federal and interlocal agreements; and

WHEREAS, the modification does not alter the core responsibilities of the City or FECR under the original agreement but affirms that the Crossing Agreement will govern the improved crossings and clarifies liability and cost-sharing for the project; and

WHEREAS, the Public Services Department recommends approval of the modification to support timely project execution and ensure compliance with the requirements of the RCEP Grant.

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

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

Section 2. That the City Commission authorizes the proper City officials to execute the Modification to the Crossing Agreement with FECR and Brightline, attached as Exhibit “A”, substantially in the form presented, to formally confirm the inclusion of the NW 1st Street crossing in the RCEP Project, acknowledge Brightline’s third-party beneficiary status, and ratify the City’s continuing obligations under the Crossing Agreement.

Section 3. That the City confirms its financial commitment to the project in the amount of \$92,205.00, which includes a 20% contingency. Project costs shall be supported through federal grant funds in the amount of \$594,943.00 and a county grant match of \$71,898.00, consistent with Resolution No. 2024-171.

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

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

PASSED AND ADOPTED on _____, 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 _____

SIGNATURES ON THE FOLLOWING PAGE

ATTEST:

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

March 12, 2025

Ana Garcia
City Manager
City of Dania Beach
100 W. Dania Beach Blvd.
Dania Beach, FL 33004

Re: Agreement between Florida East Coast Railway, L.L.C. ("FECR"), City of Dania Beach (the "Licensee") and Brightline Trains Florida LLC ("Brightline") with regard to the documents listed on Exhibit A hereto (as amended and assigned to date, the "Crossing Agreements") relating to the crossings referenced therein (the "Crossings")

Dear Ms. Garcia:

This letter shall serve to memorialize the agreement reached between Licensee, FECR and Brightline relating to those certain Crossing Agreements set forth in Exhibit A attached hereto that govern the Crossings (as such Crossings are more particularly defined in the Crossing Agreements) and terms relating to the construction, maintenance, and safety of such Crossings. Specifically, and without modification to any other term, obligation or condition set forth in the Crossing Agreements, Licensee, FECR and Brightline hereby agree to the following terms and conditions, in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties:

- The Broward Metropolitan Planning Organization ("BMPO") is the recipient of a federal grant pursuant to the Railroad Crossing Elimination Program ("RCEP Grant") which will help fund the Broward County Sealed Corridor Project (the "Project"), which aims to improve safety in Broward County, Florida, by installing enhancements at 21 grade crossings along the Florida East Coast Rail Corridor ("Corridor"), which is owned by FECR and is currently shared by FECR, which operates freight rail, and Brightline, which provides intercity passenger rail service.
- The initial development and construction of the Project will be funded by the RCEP Grant and funds provided by Broward County (the "County") and the participating municipalities (each a "City", and collectively, the "Cities", and together with the County, each a "Participant" and collectively, the "Participants") (the "Project Costs").
- Licensee is a Participant of the Project and wishes to include the Crossings

350 NW 1st Avenue, Suite 200, Miami, FL 33128
GoBrightline.com | Office: 305-521-4801

in the Project.

- Brightline shall construct the Project and shall be reimbursed for the Project Costs pursuant to the Subrecipient Agreement between Brightline and BMPO for the RCEP Grant for the Project (the "Subrecipient Agreement") and the various Grant Participation and Reimbursement Agreements for the Implementation of the RCEP Grant for the Project along the Corridor within Broward County, Florida with each of the Participants (each a "Reimbursement Agreement", and collectively, the "Reimbursement Agreements").
- FECR is neither a party to the Subrecipient Agreement nor a party to the Reimbursement Agreements and nothing in this letter shall incorporate FECR being a party to the Subrecipient Agreement or the Reimbursement Agreements.
- Neither the Subrecipient Agreement nor the Reimbursement Agreements are attached or part of this letter.
- FECR is not responsible for constructing the Project or for the Project Costs.

In consideration of the foregoing, Licensee confirms the following:

- The Crossings, as improved for the Project, shall continue to be governed by the Crossing Agreements between Licensee and FECR. Except for its share of the Project Costs pursuant to the Reimbursement Agreement between Brightline and the Licensee, the Licensee shall not be responsible for the Project Costs but shall be liable for any and all other costs due under the Crossing Agreements with respect to the Crossings as improved by the Project.
- Brightline is an intended third-party beneficiary of the Crossing Agreements, with the right to enforce the terms and conditions thereof.
- Except as expressly provided herein with regard to the planned Project improvements to the Crossings, the Project Costs and Brightline's beneficiary status, all of the terms, conditions, covenants, agreements, and understandings contained in the Crossing Agreements shall remain unchanged and in full force and effect, and the same are hereby expressly ratified and confirmed by the Licensee. This includes, without limitation, the Licensee's continuing obligations related to construction, maintenance, safety, future changes and upgrades to the Crossings and the reimbursement of costs, all of which would continue to be governed by the Crossing Agreements.

If these terms are acceptable, please sign this letter in the space provided at the end of this signature page and return that signed document to us. To facilitate this

process, it is agreed that this letter may be executed in counterparts, each of which will be deemed to be an original copy of this letter and all of which, when taken together, will be deemed to constitute one and the same agreement. It is also agreed that signed counterparts may be transmitted electronically (as an Adobe PDF file) or by facsimile, and that delivery in that way shall have the same force and effect as the delivery of original signatures. Also, this letter will be construed in accordance with the laws of the State of Florida, without regard to conflict of laws principles. Please understand, however, that the terms of this letter and any offer presented herein will expire and shall be null and void on the date that is 120 days of the date hereof if it has not been executed and returned to us by then.

Sincerely,

Brightline Trains Florida LLC

By: _____

Print Name: _____

Print Title: _____

Florida East Coast Railway L.L.C.

By: _____

Print Name: _____

Print Title: _____

AGREED, ACKNOWLEDGED AND CONFIRMED:

City of Dania Beach

By: _____

Print Name: _____

Print Title: _____

Exhibit A
Crossing Agreements Listing

Location/City	Mile Post	Street Name	DOT #	Agreement Holder	License Agreement Date
Dania Beach	345+4288	NW 1st St	272573H	CITY OF DANIA BEACH	2/23/2006



City of Dania Beach Human Resources Memorandum

DATE: 6/10/2025

TO: Mayor and Commissioners

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

VIA: Linda Gonzalez, SPHR, SHRM-SCP, Chief Human Resources Officer

SUBJECT: Request to Approve the resolution for a new AFSCME Collective Bargaining Agreement from 10/1/2025 – 9/30/2028

Request:

Approval of a resolution of the City Commission to join with the American Federation of State, County and Municipal Employees (AFSCME) to enter into a new Collective Bargaining Agreement (CBA) to cover the period 10/1/2025 – 9/30/2028.

Background:

The City's and AFSCME's bargaining teams successfully reached an agreement for a new three (3) year CBA after two (2) negotiation sessions and three (3) training classes for employees whose classifications are covered by AFSCME. The CBA must be ratified by the employee members of the bargaining unit and by the City Commission to be effective on October 1, 2025.

On May 28, 2025, AFSCME held a ratification vote and the members voted in favor of the terms of the new agreement by 93%. All that remains to complete the CBA process is for the City Commission to ratify the new CBA.

The new CBA will expire on September 30, 2028. The City Commission will be required to appropriate funds in budget to cover costs for the wage increases and benefits provided in the CBA.

A complete copy of the new CBA is included in the agenda backup.

The key CBA provisions negotiated or revised are as follows:

- Per State Law, the City is no longer permitted to process dues deductions for members, and therefore, dues will be collected by the Union from employees through a process set up by the Union
- Stand-by pay will change from 4 hours of regular pay to a flat rate of \$200 per week for any employee asked to "stand-by." This provision has historically been utilized by the Utilities division employees

- The notice period for Pre-determination hearing notices for employees who are subject to discipline affecting property rights (suspension, demotion or termination) is being reduced from 10 days to 48 hours. This change reflects current practice and ensures that the corrective action process occurs in a timely manner
- The language for special events, currently in a Memorandum of Understanding (MOU), is incorporated into the contract and expands the ability for all Departments to participate in special event set up, take down and trash clean-up when employees in the Public Services and Recreation Departments reject overtime
- Wages for Year 1 move the minimum and maximum salary ranges from the 50th percentile to the 70th percentile, which will ensure the City remains an employer of choice for wages and benefits. This change provides an average pay increase on 10/1/25 of 7.44%, after the range moves.
- Wages for Years 2 and 3 are based on the South Florida Consumer Price Index (CPI), plus 2%. The increase will be determined by the rolling 12-month CPI index when it becomes available in April of each year and will not be less than 4% or more than 6%. The caps ensure a fair increase for all employees, which is above the CPI and allows the City to appropriately budget.
- The Agreement shall take effect on October 1, 2025, following ratification, and will continue in force until September 30, 2028, or when a new successor agreement is ratified, whichever is later. There are no monetary adjustments resulting from this agreement that will be applied retroactively.
- The City and Union also agreed on terms for Lifeguards to work a 4/10 schedule during daylight savings time, and for Code Compliance to work the 4/10 schedule annually. One Beach Ranger will be offered the 4/10 schedule by seniority.

Budgetary Impact

The estimated budgetary impact for Year 1 of the Agreement is \$732,540 Year 2 is \$776,492 and Year 3 is \$823,082, for a total estimated increase of \$2,332,114. The same wage increase will be extended to the non-union employees for the same effective dates.

Recommendation

Approve the resolution to ratify the 2025-2028 AFSCME collective bargaining agreement.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RATIFYING A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA AND AFSCME FLORIDA COUNCIL 79, AFL-CIO LOCAL 3535 FOR A THREE YEAR PERIOD OF OCTOBER 1, 2025, THROUGH SEPTEMBER 30, 2028, AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE THE AGREEMENT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dania Beach and AFSCME Florida Council 79, AFL-CIO Local 3535 have concluded bargaining negotiations as set forth in the attached Collective Bargaining Agreement, which is attached hereto as Exhibit “A”; and

WHEREAS, the Agreement was ratified by the Florida Council 79, AFL-CIO Local 3535 on May 28, 2025; and

WHEREAS, the City Commission of the City of Dania Beach deems it to be in the best interest of the bargaining unit employees, the residents and citizens of the City to ratify the Agreement and to authorize the proper City officials to execute it.

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 of the City of Dania Beach, Florida ratifies the Agreement between the City of Dania Beach and AFSCME Florida Council 79, AFL-CIO Local 3535 for a three (3) year period of October 1, 2025 through September 30, 2028, and authorizes and directs the proper City officials to execute the Agreement, a copy of which Agreement is attached as Exhibit “A”.

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

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

PASSED AND ADOPTED on _____, 2025.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Lori Lewellen _____

Commissioner Luis Rimoli _____

Commissioner Archibald J. Ryan IV _____

Vice Mayor Marco Salvino _____

Mayor Joyce L. Davis _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF DANIA BEACH

AND

AFSCME FLORIDA COUNCIL 79, AFL-CIO
LOCAL 3535

Effective from October 1, 2025

Through

September 30, 2028

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PREAMBLE

WHEREAS, the parties hereto have established a basic understanding relative to the terms and conditions of employment of the employees of the City; and

WHEREAS, it is the intent and desire of the parties to this Agreement to work harmoniously and to promote and maintain efficient and cordial relations between the City of Dania Beach, hereafter known as the "Employer" or "City" and AFSCME Florida Council 79, AFL-CIO, Local 3535 hereafter known as the "Union"; and

WHEREAS, the City is engaged in furnishing essential public services vital to the health, safety, protection, and comfort of the citizens of Dania Beach, Florida; and

WHEREAS, both the City and its employees have a high degree of responsibility to the public in so serving the public without interruption of these services; and

WHEREAS, both parties recognize this mutual responsibility, they have entered into this Agreement as an instrument and means to permit them to fulfill said responsibility and

NOW THEREFORE, in consideration of the premises and promises set forth herein and the benefits and advantages accruing or expected to accrue to the parties hereto and those covered by this Agreement by reason hereof, the said parties hereby agree as follows.

ARTICLE 1 DEFINITIONS

- 1.1 UNION shall hereinafter mean (American Federation of State, County, and Municipal employees) AFSCME Florida Council 79, AFL-CIO, Local 3535; PERC Certificate 590.
- 1.2 CITY/EMPLOYER shall hereinafter mean the City of Dania Beach.
- 1.3 TERM OF AGREEMENT shall mean the duration of the contract as defined by beginning and ending dates.
- 1.4 PERSONNEL POLICY MANUAL or PPM refers to consolidated employment policies and procedures which are issued and administered under the City Manager's Charter authority. See Article 41.

ARTICLE 2 RECOGNITION

- 2.1 The City of Dania Beach hereby recognizes AFSCME Florida Council 79, AFL-CIO, Local 3535 as the exclusive Bargaining Agent for the employees employed in the job classifications set forth in Certification Number 590 as re-titled and as may be amended by PERC from time to time.
- 2.2 The City may temporarily assign tasks to a bargaining unit employee not specifically listed in an employee's job description provided employee safety is not compromised and the tasks do not require specialized training or certification.
- 2.3 A non-bargaining unit City employee may temporarily perform tasks normally assigned to a bargaining unit employee when, by way of example and not limitation:
 - a) there is a work backload or delay;
 - b) to reduce or avoid overtime;
 - c) there is a temporary reduction of the workforce;
 - d) there is an emergency situation;
 - e) for the purpose of instruction and/or training;
 - f) when the City EOC is activated.

ARTICLE 3 MANAGEMENT RIGHTS

- 3.1 It is the right of City to determine unilaterally the purpose of each of its constituent agencies, set standards of services to be offered to the public, evaluate employee performance, and exercise control and discretion over its organization and operations. It is also the right of the City to direct its employees, take disciplinary action for proper cause, and relieve its employees from duty because of lack of work or for other legitimate reasons. However, the exercise of such rights shall not preclude employees or their representatives from raising grievances, should decisions on the above matters have the practical consequence of violating the terms and conditions of any collective bargaining agreement in force.

Nothing in this Agreement is intended to limit the City's right to sub-contract bargaining unit work.

- 3.2 The City shall determine the number of work hours, shifts, pay rate and job assignments, locations of assignments, including the requirement to (and conditions of) telework.

ARTICLE 4 UNION AND STEWARDS RIGHTS AND TIME POOL

- 4.1 The City recognize the Union's officers and three (3) City Employee stewards, designated by the Union, as agents of the Union. The Union shall furnish written notice to the City's Chief Human Resource Officer of the designated Union officers and stewards within three days of any change in designation is made. The City recognizes the right of the Union to designate one (1) chief steward from among the three (3) City Employee stewards. The authority of a Union steward to act on behalf of and bind the Union is implied from their designation as Steward.
- 4.2 Union officials as designated above shall only be able to meet with City Employees in non-work areas (i.e., break areas) during non-work time. Nothing in this section shall preclude or interfere with the City's right to control access to City facilities for safety and /or security purposes.
- 4.3 One (1) Union Stewards may be granted time off during working hours and paid from the Union time pool or by the Union or by using the employee's accrued vacation or earned personnel days to engage in the following representative activities:
1. To attend a hearing related to a grievance and or arbitration.
 2. To accompany an employee at a meeting when the employee has a reasonable belief the employee is subject to disciplinary action.
 3. When an Employee is attending a pre-determination hearing.
 4. When participating in collective bargaining.
- 4.4 The CITY may reschedule the event if it interferes with productivity or manpower needs. However, the exercise of such right on the CITY'S part shall not be arbitrary or capricious, nor shall it allow the CITY to proceed in a manner that deprives the Employee of his or her right of representation.
- 4.5 No Employee shall engage in Union business while on duty except as referenced herein. An Employee who violates the limitations on Union activity during working hours is subject to disciplinary action.

- 4.6 Union stewards may use Union Time Pool time or unpaid leave in order that they may attend conferences, seminars and similar events or other union activities related to their representative function provided the leave is requested in advance and does not adversely affect the on-going day to day operations in the any department.
- 4.7 Donations of time to and use of the time pool will be administered by the City. Donations will be hour to hour and not based on an employee's hourly rate.
- 4.8 The Local Union representative or his appointed designee shall be permitted access to the City's premises that are not open to public access only by coordinating with and obtaining written response (email correspondence will suffice) of the Chief Human Resource Officer or Assistant City Manager.

UNION TIME POOL-FUNDING AND USE

- 4.9 Union stewards may use Union Time Pool time or unpaid leave in order that they may attend conferences, seminars and similar events or other union activities related to their representative function provided the leave is requested in advance and does not adversely affect the on-going day to day operations in the any department.
- 4.10 Stewards shall prepare and provide to the City a Union Business time-out slip when use of pool time is being requested. The City process the request and maintain a record that shows the accumulated hours used against the Union time pool.
- 4.11 Employees may donate two (2) hours of vacation time to be set aside in a Union Time Pool and subsequently used to permit designated Union stewards to engage in the representative activities described in 4.3 above, outside Union conferences, and training.
- 4.12 Donated time shall be transferred from the participating Employee's accrued vacation (annual leave) bank once each year in October. during the repeat month of the initial transfer.
- 4.13 A donation to the time pool cannot be rescinded. Time Pool hours shall roll over from one year to the next.

- 4.14 Union time pool hours shall be classified as paid leave from work but shall not count as time worked for the purpose of calculating overtime.

ARTICLE 5 BARGAINING UNIT ROSTER

- 5.1 Upon written request of the President of AFSCME Council 79 on no more than a quarterly basis, the City of Dania Beach will provide it with personnel data from the bargaining unit database at no cost to the Union. The data will include employees' names, home addresses (unless exempt from public records production), work locations, and classification titles. This information will be prepared on the basis of the latest information available in the database at the time of the request. The list shall be in EXCEL format. Any other information may be requested through public records request.

ARTICLE 6 UNION BULLETIN BOARD

- 6.1. AFSCME will provide a serviceable bulletin board for its use. All materials posted must be signed by an official of AFSCME. The City will furnish space for the bulletin board but shall have no control over the postings on the Board.
- 6.2. Bulletins shall contain nothing derogatory relating to the CITY, its elected officials, City employees, or supervisory personnel.
- 6.3. AFSCME will indemnify, defend, and hold the City harmless against any and all claims, demands, suits or other terms of liability that shall arise out of the postings on the AFSCME bulletin board.

ARTICLE 7 ON-BOARDING PROGRAM

- 7.1 The City will provide the union with a list of all new employees and their work locations within ten days of hire.
- 7.2 During City planned on-boarding program for new employees, the Union shall be given an opportunity to have one of its Local Representatives speak briefly (no more than ten minutes) to describe the Union, participation in negotiations, and general interest in representing employees.

ARTICLE 8 MEDICAL EXAMINATIONS

8.1 Annual medical examinations are as covered by the City's health insurance plan.

.

ARTICLE 9 WORKWEEK, BREAKS AND OVERTIME

- 9.1 Forty (40) hours in a seven (7) day work cycle shall constitute a normal workweek for an employee covered by this Agreement. Nothing herein shall guarantee an employee payment for a forty (40) hour workweek unless the employee actually works forty (40) hours
- 9.2. Employees will be provided a one (1) hour unpaid lunch break and two (2) paid fifteen (15) minute breaks each day. Employees may use break time for uninterrupted personal use. Employees may not save the use the two (2) fifteen-minute breaks for the end of the workday as such use interferes with the City's ability to serve the public during customary City business hours. With advance approval from their department managers, employees may occasionally flex their start and end time, provided it is not done on a daily basis and provided the grant of flex-time does not impact the workflow.

City may flex an employee's work schedule (start or end time) to avoid unplanned overtime in a work week, but not more than two (2) hours per work week and not more than ten (10) hours in any quarter of the Fiscal Year.

Example: Employee required to work an extra hour on Monday; City may direct the employee to work one less hour at the start or end of any remaining day in the work week.

- 9.3 Employees covered hereunder shall be paid time and one-half the regular rate for actual work performed in excess of forty (40) hours in a workweek. For purposes of computing eligibility for overtime compensation, the two (2) fifteen-minute breaks shall be considered as time worked. Only hours actually worked will count for overtime pay calculation. No form of leave is counted as hours worked. All overtime shall be paid and no accrue of compensatory time is permitted.
- 9.4. The City will make every effort to distribute overtime in an equitable manner, provided individuals are qualified for such overtime assignments. The determination of qualifications to work an overtime assignment is reserved to management. Management's decision is not grievable, but an employee may request review of the

decision by the Chief Human Resource Officer. Although temporary imbalances in the distribution of overtime may occur, nothing in this Article shall be construed as alleviating the continued intent of department management to distribute overtime equitably over an extended period of time. An employee who refuses overtime will be rotated to the bottom of the list (as if they had worked) and the refusal will be recorded for purposes of ensuring equitable opportunity. Department management will maintain overtime records and will make such recorded information available to a Union representative upon request. The City shall have the sole and exclusive right to authorize and assign overtime work and compensation. When circumstances permit, the City shall endeavor to provide advance notice when assigning overtime work to employees.

- 9.5. In the case of a regular or non-temporary change to working hours, the City will provide a minimum of ten (10) calendar days' notice to affected employees before any such change takes effect, unless otherwise agreed to, or in emergency situations.
- 9.6. An employee who is called to work more than 45 minutes after the end of the employee's regular work schedule shall receive call-out pay with a minimum guarantee of three (3) hours pay at time and one-half the employee's regular rate of pay, provided such work does not immediately precede or immediately extend the employee's regularly assigned work shift. Employees called out more than one (1) time on the same day will be paid for subsequent call outs on that day at the rate of time and one-half of the employee's regular rate of pay for each hour worked, with a minimum of one hour, provided that, if the second call-out is more than eight (8) hours after the first call-out, then the employee will receive the guaranteed minimum for both call-outs.
- 9.7. Stand-by" is assigned on a weekly basis. An employee who is assigned to "stand-by" status will receive a flat rate of \$200.00 per week for that assignment. The "stand-by" pay is in addition to any call out hours or hours worked by the employee that week.
- 9.8. Employees are responsible for making hurricane and/or tropical storm preparations for dealing with their families and properties in a manner than does not interfere with their City employment responsibilities. Employees designated to work when other City employees have been released from work when a hurricane and/or tropical storm is

approaching will be paid premium pay for hour worked at the rate of one and one half (1 ½) their regular hour rate of pay.

In the event of a Tropical Storm Watch/Warning or Hurricane Watch/Warning being issued by the National Weather Service, on-duty personnel who are subject to having their work shift extended for overtime purposes shall be permitted up to three (3) hours of leave to report to their residence for the purpose of making final preparations or evacuations for storm protection. The employee will be paid their regular pay for the three (3) hours, but the hours do not count toward the calculation of hours worked for overtime purposes. Scheduled time off shall be at the discretion of the Department Director in order to maintain departmental operations. Employees will use their best efforts to secure their homes and property before the approach of a storm so they may perform their public service without interruption.

- 9.9. Failure to report for mandatory overtime, when ordered, may result in disciplinary action up to and including termination for cause.
- 9.10 Afterhours Special Events The City holds various events on nights and weekends throughout the year. These after-hours events are generally staffed by personnel from the Parks and Recreation Department and Public Services Department. These events require significant personnel resources for purposes of maintenance and sanitation work as well as set-up and breakdown work. In recognition of this, the City is allowed to use personnel from outside the bargaining unit to supplement regularly scheduled staff at these events. The procedure for offering after-hours event work to those who are not regularly scheduled to work the event will be as follows:
 - A. The work will first be offered to employees in the Public Services Department and Parks and Recreation Department based on the type of work that needs to be done. If the type of work is typically performed by the Public Services Department, it will be offered to Public Services employees first. If the type of work is typically performed by the Parks and Recreation Department, it will be offered to the Parks and Recreation employees first.
 - B. If a Public Services employee or Parks and Recreation employee, with the exception of Beach Lifeguard, works an afterhours event performing their regular event duties, the employee will receive overtime if they are entitled to overtime

because they worked over 40 hours in the work week as defined in the City's Personnel Policy Manual ("PPM"), based on the employee's regular rate of pay for the City.

- C. If there are not enough employees from the Public Services Department and Parks and Recreation Department to meet the staffing needs for the after-hours event, the Human Resources Department will send an email to all City employees (including Beach Lifeguards), at least five (5) work days in advance of the after-hours event advising City employees of the need for additional help. Bargaining unit employees who are not in the Public Services Department and Parks and Recreation Department* as well as non-bargaining unit employees of the City who want to work the afterhours event can fill out the Afterhours Event Work form that will be on the City's intranet and email it to the Special Events Manager within two (2) business days of the date of the City's notice of the event.

*Note: Beach Lifeguards are treated as all other City employees in the offer to work these after-hours events.

- D. The Parks and Recreation Department/Special Events will staff the after-hours event on a first come, first-served basis. The Parks and Recreation Department/Special Events will notify employees that they have been selected to work the after-hours event at least 24-hours in advance of the after-hours event. Once an employee receives notification that they have been selected to work the after-hours event, the employee will be expected to work the after-hours event.
- E. Employees who work an after-hours event and whose job is not within the Public Services Department or the Parks and Recreation Department and Beach Lifeguards will be paid an hourly rate of \$16.67. If the employee is entitled to overtime pursuant to the PPM, the employee will be paid a blended rate for overtime hours. The City's payment of overtime will be as is required by the Fair Labor Standards Act ("FLSA").
- F. Employees who agree to work an after-hours event are governed by the City's PPM, including all rules relating to attendance and disciplinary action. If an employee agrees to work an after-hours event and they need to call-out for any reason, the employee must contact the Special Events Manager to report the absence. The Special Events Manager will advise the Employee's direct supervisor of any call-out for attendance purposes. Employees may not use their

City sick leave, personal days or floating holiday to compensate themselves for such absences. The Special Events Manager may list additional "stand-by" employees in case an employee calls out. If this happens, the Special Events Manager will start calling employees that are standing-by.

- G. If there are not enough employees from the City to staff the after-hours event, the City may contact an outside vendor(s) to provide additional support. The City will contact vendors after the employees have had two (2) business days to sign up to work the after-hours event as discussed in subsection c. above.

ARTICLE 10 WORK RULES

- 10.1 The City will provide the Union with a copy of any amended provision of the PPM and any new or amended written work rules affecting employees covered by this Agreement that are instituted or modified during the term of this Agreement, no less than twenty (20) days before the amendment goes into effect. This does not limit management right to formulate, amend, revise and implement City department policy, rules and regulations nor does it constitute a waiver of the Union's right to bargain.
- 10.2 No reduction of benefits will be imposed during the term of this Agreement
- 10.3 A Union demand for bargaining must be made within five (5) calendar days of receipt of notice. In the event the Union demands impact bargaining, the Union must identify a negotiable effect on wages, hours, or terms and conditions of employment of the bargaining unit.

ARTICLE 11 DISCIPLINE AND DISCHARGE

- 11.1. All employees with permanent or non-permanent status with the City may be disciplined for "Just Cause". "Just Cause" may be defined to mean definite proof of alleged employee misconduct in regard to job duties, work hours, ethical practice, insubordination, or any other written department or City policy. The City may terminate an employee for:
- A. Violating the City's PPM Standards/Code of Conduct. or
 - B. Engaging in an act or omission which the employee knew or should have known was detrimental to the mission or operations of the City.
- 11.2. The City shall adhere to a policy of progressive discipline, except in situations that are so egregious or in situations where the misconduct is so contrary to the public interest that immediate dismissal may be the only appropriate disciplinary measure. Progressive discipline will involve Verbal Consultation, Written Reprimand, Final Written Warning, Suspension (with or without pay), and Dismissal.
- A. Employees charged with a felony offense or with illegal conduct against a co-worker that has a nexus to their job duties with the City shall be placed on administrative leave without pay until final disposition of the criminal charges. An employee who is convicted of or who pleads guilty or no contest to a felony as part of a negotiated plea shall be terminated from their employment with the City.
 - B. An employee placed on administrative leave without pay under this provision may use accrued leave during the period of administrative leave. If the employee is found innocent following trial, or if the prosecutor drops the charges, the employee and his/her leave time used will be reinstated.
 - C. An employee who is arrested must report the arrest to the City Manager within or as soon as possible thereafter but no later than the start of the employee's next workday.

- 11.3 The employee being disciplined may ask for a Union representative to be present at any step of the process outlined above.

ARTICLE 12 GRIEVANCE PROCEDURES

- 12.1 This grievance procedure is the exclusive method of resolving disputes, other than disciplinary appeal, relating to the application and interpretation of this agreement. See Article 14 for Disciplinary Appeals process.
- 12.2 Any claim by an employee, group or class of employee-members of the Union that there has been a violation, misinterpretation or misapplication of any provision of this Agreement, or any rule, order or regulation of the City deemed to be in violation of the Agreement, may be processed as a grievance as hereinafter provided. Grievances shall be set forth in the space provided on the grievance form, a complete statement of the grievance and the facts upon which it is based, together with the sections of this agreement claimed to have been violated and the remedy or correction requested.
- 12.3 STEPS FOR FILING GRIEVANCE

Step 1:

The Union may file a grievance on behalf of one or more bargaining unit employees within ten (10) working days of the occurrence or knowledge of the occurrence of the action giving rise to the grievance. The Union shall reduce the grievance to writing on the standard grievance form provided by the Union and present it to the Chief Human Resource Officer or their designee. The Chief Human Resource Director or their designee shall investigate the alleged grievance and shall within ten (10) working days of receipt of the written grievance, conduct a meeting with the Union. The Chief Human Resource Officer or their designee shall notify the Union in writing of their decision not later than ten (10) working days following the meeting date.

Step2 .

If the decision reached in step 1 is not acceptable to the grievant, he/she may, within ten (10) working days of the decision reached in Step 1, present the written grievance to the City Manager or their designee. The City Manager or his/her designee shall investigate the alleged grievance and shall within ten (10) working days following receipt of the written grievance, conduct a meeting with the Union, if needed. The City Manager

shall notify the Union in writing of their decision not later than ten (10) working days following the meeting date.

12.4 All grievances must be processed within the time limits herein provided unless extended by mutual agreement in writing. Any grievance not processed by the Union in accordance with the time limits provided in each step of the article, shall be considered conclusively abandoned. Any grievance not processed by the City within the time limits provided herein, shall be automatically advanced to the next higher step in the grievance procedure.

12.5 Additional Provisions:

A. A group/class grievance shall be presented at Step 1 in writing, within ten (10) working days of the occurrence of the events which give rise to the grievance. The grievance shall be signed by the aggrieved employees or the Union president or the authorized union representative.

12.6 If a grievance, as defined in this article, has not been satisfactorily resolved within the grievance procedure, the grievant may request arbitration.

12.7. ARBITRATION PROCEDURE:

A. If the Union is not satisfied with the response from the City Manager, the Union may submit the grievance to arbitration filing a request for a seven (7) name arbitration panel to the Federal Mediation and Conciliation Service. The submission must be made within ten (10) calendar days of the date of the City Manager's correspondence to the FEDERATION, as evidenced by actual filing with the Federal Mediation and Conciliation Service.

The time limits contained herein are to be strictly adhered to and may only be extended by written agreement (including email requests coupled with a written affirmation) between the parties. No consent to extension shall be implied by the conduct of the parties in the absence of a written or email agreement.

- B. The parties will select an arbitrator from a panel or panels of not less than seven (7) choices submitted by the Federal Mediation Conciliation Service (FMCS) within two (2) weeks after receipt of a panel of arbitrators. In the event that either party, before any striking of names occurs, feels that the panel submitted by FMCS is unsatisfactory, that party shall have the right to request one (1) additional panel. The arbitrator shall thereafter be selected from the panel of arbitrators supplied by FMCS by alternate striking of names until one (1) name remains. The Union shall strike the first name. The parties will thereupon notify the FMCS which will notify the arbitrator of the appointment.
- C. The arbitrator shall render a decision within thirty (30) days of the arbitration hearing or within thirty (30) days of the receipt of any written position of both parties.
- D. The expenses and fees of any arbitrator and court reporter (if one is ordered) and transcript shall be borne equally by both parties.
- E. The decision of the arbitrator shall be final and binding on both parties.
- F. No arbitrator functioning under this step shall have the power to amend, modify or delete any provision of this agreement.

12.8 GENERAL PROVISIONS:

- A. Local 3535 American Federation of State, County and Municipal Employees, AFL-CIO, exercises rights granted under State Statute 447.401 and will not represent non-members of the union in the grievance procedure. Any union member, if they elect to, shall have union representation at any step of the grievance procedure and/or during disciplinary proceedings.
- B. For the purpose of this section, working day shall mean Monday through Friday, excluding holidays.
- C. The times indicated on all steps may be extended by mutual written agreement.

D. When a grievance is reduced to writing there shall be set forth therein:

1. A complete statement of the grievance and the facts upon which it is based.
2. The section or sections of this agreement that are alleged to have been violated; and
3. The remedy or correction requested.

ARTICLE 13 NOTIFICATION OF CORRECTIVE ACTIONS AND APPEALS

13.1 The City may discipline an Employee when the City determines that the Employee has violated City or Departmental rules, regulations, orders or performance standards, Standards of Conduct (section 4 PPM), R.I.S.E. Standards (section 11 PPM) or when the Employee has engaged in unethical or illegal activities. Neither counseling nor instruction (verbal or written) are discipline but counseling or instruction can be used to establish that an Employee has knowledge the Employee's conduct that gave rise to the counseling or instruction is not proper. All discipline shall be in writing and shall be provided to the Employee and shall be placed in the Employee's personnel file. Discipline is deemed a proper exercise of managerial rights unless it is arbitrary, capricious, or discriminatory but may be appealed as follows.

13.2. Corrective actions are classified as either major or minor as follows:

MAJOR: Termination
Demotion
Suspension without pay – more than three (3) days or a third suspension without pay for less than three (3) days that occurs within 12 months of the prior two (2) suspensions, starting with date of the first suspension.

MINOR: Written warning/Written Reprimand
Suspension without pay of three (3) days or less

Predetermination Conferences: Predetermination conferences shall be held whenever an employee is facing corrective action that includes the loss of pay. The predetermination conference shall be held prior to the corrective action being issued. Notice of not less than 48 hours shall be given for predetermination conferences. Employees subject to corrective actions classified as major shall be afforded a predetermination conference with the City Manager's designee.

13.3. Appeals of disciplinary action shall be handled as follows:

A. Major discipline may be by appeal to an arbitrator, by using the same procedure for appointment of an arbitrator as set forth in Grievance Article above. The Union may

request review of the discipline by the City Manager provided it does so before the ten (10) daytime limit for requesting arbitration. If a meeting is requested, the ten (10) time limit for requesting arbitration shall be abated. The request for appointment of an arbitrator must be made in writing within ten (10) calendar days of notice of the City's disciplinary action. The cost of the arbitration panel, if any, shall be split by the City and the Union equally.

- B. The arbitrator may sustain, reverse, or modify the discipline set by the City Manager. The decision of the arbitrator is final and binding on the parties.
- C. Written reprimands may not be appealed but the Employee may submit a written response provided the response is submitted within ten (10) days of the written reprimand. If a written response is submitted by the Employee, it shall be attached to the written reprimand and placed in the Employee's personnel file.
- D. Suspensions without pay of three (3) days or less may be appealed to the City Manager whose decision shall be final. An appeal shall be filed in writing within ten (10) days of notice of the suspension without pay. The City Manager shall conduct an investigation of the discipline and render a decision within twenty (20) days of the appeal. The City Manager's decision may be to sustain, reverse, or modify the discipline. In no event shall the City Manager's decision increase the discipline to more than a suspension without pay of three (3) days. The City Manager may conduct interviews with the grievant, departmental staff, or members of the bargaining unit as part of his/her investigation of the discipline.

- 13.4 All prior discipline received by an Employee shall be considered when a new discipline is contemplated, but not all prior discipline shall be given the same weight. By way of example: The older a discipline, the less its weight. A pattern of discipline over a short period of time has greater weight than sporadic discipline spread over an extended period of time.

ARTICLE 14 PAY RANGES

- 14.1 The City will annually establish the minimum and maximum pay ranges for bargaining unit positions. Specific position ranges may be increased but no range will be reduced during the term of this Agreement and the pay plan will be implemented as set forth in the PPM.
- 14.2 Individual employee rate of pay does not change with an increase in the pay range; individual employee's rates of pay are increased as set forth in the Wage Article.

ARTICLE 15 VACANCIES, TRANSFERS, RECLASSIFICATIONS

- 15.1 Bargaining unit position vacancies, promotions, and transfers shall be filled as soon as practicable taking into consideration notice (posting) requirements, operational needs, and availability of funds.
- 15.2 Final authority to fill a vacancy or approve a transfer is a managerial prerogative reserved to the City Manager.
- 15.3 A reclassification is defined as a City decision to change the job duties of a bargaining unit employee coupled with an increase in the compensation associated with the reclassification. The City will provide the Union with thirty (30) days' notice prior to the implementation of the reclassification of a bargaining unit employee. A reclassification, being the exercise of a management right, it is not grievable.

ARTICLE 16 WORKING OUT OF CLASSIFICATION

- 16.1 Employees designated by Department Heads, and with the written approval of the Human Resource Director and Assistant City Manager, to temporarily serve in a regularly budgeted higher position shall be compensated as follows:
- A. If the employee serves for a period of eight (8) hours or more, the employee shall receive assignment pay for the total time of temporary service, of 10% additional compensation beyond their regular wages. Under no circumstances shall the total additional compensation exceed the maximum pay grade amount for the temporary position.
 - B. If the employee serves for a period of less than eight (8) hours, the employee shall receive no additional compensation beyond the wages of regular classification, but time served out of grade may be considered when promotional opportunity or transfers are available.
 - C. When an employee working out of class works overtime in a bargaining unit position, the overtime will be calculated at the rate the employee earns in the upgrade position

ARTICLE 17 UNIFORMS

- 17.1 The City will supply uniforms to employees required to wear them and in accordance with the City's uniform policy. See PPM.
- 17.2 Public Services Department field personnel and Field Inspectors will be provided with safety shoes (up to \$300.00) annually by the City.

ARTICLE 20 GROUP INSURANCE

- 20.1 Bargaining unit employee may participate in the insurance programs the City offer to other City employees.
- 20.2 If the City proposes to modify its existing group insurance policy at any time during the life of the contract, such as by changing any benefit provisions, the City shall meet and discuss with the Union prior to making any changes in the group insurance plan affecting its members. The parties are maintaining the status quo, which is to meet and discuss group health insurance concerns. As such, there will be no bargaining as to this provision.
- 20.3 The employee cost of insurance will remain at 16% through 9/30/2028.
- 20.4 For regular, full-time employees, the City shall provide life insurance for the employee with a policy amount equal to at least two (2) times the employee's annual salary not to exceed of \$200,000.
- 20.5 The existing policy regarding retiree health benefits shall be continued for all employees on the payroll as of the effective date of this Agreement.

ARTICLE 27 COMPENSATION FOR USE OF PERSONAL VEHICLE

27.1 Employees cannot use their personal vehicles for work.

ARTICLE 29 FLOATING HOLIDAY

- 29.1 Employees will be granted a floating holiday with pay, but the hours off do not count in the calculation of hours worked for overtime purposes.

ARTICLE 30 PENSION-RETIREE BENEFITS

- 30.1 There is no change in the status quo on pension retirement benefits. Pension and Retiree benefits are governed under City of Dania Beach Code of Ordinances, Chapter 18, and FRS regulations when applicable.

ARTICLE 31 SENIORITY

- 31.1 Seniority as used herein is defined as the right accruing to employees through length of service which entitles them to certain considerations and preferences as provided for in this agreement. Seniority shall mean the length of continuous service an employee has with the City beginning with the date he/she was employed.
- 31.2 New hire Regular employees shall have a twelve (12) month probationary period and promoted employees will have a six (6) month probationary period for purposes of seniority. During this probationary period, the employee shall have no seniority rights. Upon the completion of the probationary period, the employee's seniority shall be dated from date of hiring.
- 31.3 Departmental seniority is defined as the length of employment within the employee's current department.
- 31.4 Classification seniority is defined as the length of employment within the employee's current classification.
- 31.5 Seniority shall continue and accumulate during the following:
- A. Illness under an approved leave.
 - B. Injury in the line of duty.
 - C. Authorized leaves of absences.
- 31.6 Employees shall lose seniority for the following reason:
- A. Exceeding an authorized leave of absence. In this case, the employee will not continue to accrue seniority, but will retain what they previously earned.
- 31.7 Departmental seniority will be given first consideration in hours of work, shift assignment, vacation if qualified, overtime, subject to approval of department head.

- 31.8 The employee will not accrue any seniority or paid leave time while on unpaid FMLA leave. Accrual of any seniority and paid leave time will resume upon return to active employment. The taking of FMLA leave will not result in the loss of any paid leave time that the employee accrued prior to the date on which FMLA leave started except to the extent such paid leave time is used during FMLA leave. See PPM 7.1

ARTICLE 32 SAVINGS CLAUSE

- 32.1 If any article or section of this Agreement shall be found invalid, unlawful, or not enforceable by reason of any existing or subsequently enacted State, Federal or Municipal Legislation, all other articles shall remain in full force and effect for the duration of this Agreement.
- 32.2 In the case of invalidation, both the City and the Union shall meet at reasonable times for the purpose of agreeing to replace and/or rectify the article(s) in question.

ARTICLE 33 WAGES¹

- 33.1 A. Effective with the first full pay period following October 1, 2025, the City will implement a new pay plan that adjusts the City's pay plan from the 50th percentile to the 70th percentile. Therefore, the minimum of the range and the maximum of the range will increase by 20% in Year 1 of the Agreement. In moving jobs to the new pay plan, employees will receive a pay increase based on their placement in the City's current pay plan. No employee will be paid less than the minimum for the salary grade for his or her position and no employee will be paid more than the maximum for the salary grade for his or her position.
- B. Effective with the first full pay period following October 1, 2026, employees will receive a COLA increase based on the Consumer Price Index for Southeast Florida based on a 12-month average, plus two percent (2%). The minimum increase will be four percent (4%) and the maximum increase will be 6%. The index to be used is CPI-U, All Items, Miami-Fort Lauderdale-West Palm Beach, FL, not seasonally adjusted, 12-month percentage change as of April 1, 2026. The pay plan will also move by the same percentage increase as the COLA increase given to employees.
- C. Effective with the first full pay period following October 1, 2027, employees will receive a COLA increase based on the Consumer Price Index for Southeast Florida based on a 12-month average, plus two percent (2%). The minimum increase will be four percent (4%) and the maximum increase will be six percent (6%). The index to be used is CPI-U, All Items, Miami-Fort Lauderdale-West Palm Beach, FL, not seasonally adjusted, 12-month percentage change as of April 1, 2027. The pay plan will also move by the same percentage increase as the COLA increase given to employees.
- 33.2 There are no additional base wage increases, except those resulting from promotion, after September 30, 2028, unless agreed to by the parties and reflected in a successor collective bargaining agreement.

¹ Per PPM, employees who are at or reach the maximum of the pay range will receive a lump sum payment of any amount over the maximum based on the COLA increase for that fiscal year. HR may adjust the pay plan up in subsequent years based on market analysis.

ARTICLE 34 CROSS TRAINING

- 34.1 The City and Union mutually agree that with the introduction of sophisticated computer software in most departments, the need for cross-training within the "home" department as well as within other departments throughout the City exists.
- 34.2 Those departments affected by the demonstrated need for cross-training shall be allowed to do so even if the assigned cross-training activities are outside the employee's current job description and classification. Employees affected shall also at times be required to perform cross-trained activities in other than their "home" department. Article 18 of this Contract shall prevail where applicable.

ARTICLE 35 LAY-OFF AND BUMPING

- 35.1 Lay-offs will be in accordance with: (1) Seniority, and (2) Qualifications (taking into consideration performance, education and certifications), and disciplinary record in a classification within a Department.
- 35.2 When a lay-off takes place, it shall be accompanied by laying off temporary employees first, provisional employees second, probationary employees third, and then permanent employees, in accordance with the criteria established above.
- 35.3 The employer shall forward a list of those employees being laid off to the Local Union when the notices are issued to the employees.
- 35.4 When an employee is laid off due to a reduction in the work force, they shall be permitted to exercise their seniority right to bump or replace an employee in the same classification grouping in their department with less seniority if they are qualified to do the job.
- 35.5 Employees may, if they so desire, bump an employee in a lower job classification within their department provided the bumping employee has greater seniority than the employee they bump, has the ability to perform the job, and is willing to work at the decreased rate of pay. Qualification and ability to do the job shall be determined solely by management.
- 35.6 When the work force is increased after lay-off, employees will be recalled in inverse order of layoff. Notice of recall shall be sent to the employee at his last known address by registered mail. The union shall be notified at the same time. If any employee fails to report for work within fifteen (15) days from the date of mailing of notice recall, they shall be considered to have quit.
- 35.7 Recall rights for an employee shall expire after a period equal to their seniority, but in no case more than two (2) years from the date of lay-off. Written notice of expiration of recall rights shall be sent to the employee at their last known address by registered or certified mail. No new employee shall be hired until all employees on lay-off who have

agreed to return to work have been recalled in the same classification. Probationary employees have no recall rights.

35.8 Terms of this Article shall apply exclusively to bargaining unit members. No right shall exist for a bargaining unit employee to displace a non-bargaining unit employee in the same or similar classification for any reason.

ARTICLE 36 PART-TIME EMPLOYEES

- 36.1 Any and all sections of this Agreement between the General Employees and the City, apply mainly to full-time regular employees. However, in order for the Public Employees Relations Commission to approve the AFSCME as the exclusive bargaining unit for the General Employees, part-time employees could not be excluded from the unit.
- 36.2 Wage adjustments set forth in this Agreement apply to both full-time and part-time employees.
- 36.3 Fringe benefits (if any) provided to part time employees, including but not limited to, health insurance, education incentive, and pension as set forth in the PPM.

ARTICLE 38 PERSONNEL POLICY MANUAL

- 38.1 The provisions of the City Personnel Policy Manual, as amended from time to time, are incorporated by reference into this Agreement and are applicable to bargaining unit employees as though set out herein and shall be enforceable pursuant to the grievance and arbitration provisions of this Agreement. In the event of a conflict between the collective bargaining agreement and the PPM, or any other policy issued by the City, the applicable provision(s) of the collective bargaining agreement shall control.
- 38.2 The City and Union have, through collective bargaining, attempted to resolve all the terms of this Agreement and the PPM regarding benefits and conditions of employment. The Agreement prevails when it expressly addresses a subject, but in the event a subject is not expressly addressed in the Agreement, but is addressed in the PPM, the terms of the PPM will control.

ARTICLE 39 LABOR MANAGEMENT COMMITTEE

- 39.1 There is established a labor-management committee. This committee will be comprised of four (4) members. Two (2) members representing management will be appointed by the City Manager. Two (2) representatives of the Union will be chosen by the Union.
- 39.2 This Committee will meet quarterly, or upon request of either party.

ARTICLE 40 TERM OF AGREEMENT

- 40.1 The Agreement shall take effect October 1, 2025, and continue in force until September 30, 2028. There are no monetary adjustments resulting from this agreement that will be applied retroactively.

SIGNATURE PAGE

CITY OF DANIA BEACH

City Manager

Date

AFSCME FLORIDA COUNCIL 79, AFL-CIO LOCAL 3535

President

Vice president

Date

ATTEST:

City Clerk

Ratified by the Collective Bargaining unit on _____

Ratified by the City Commission on _____



City of Dania Beach Public Services Memorandum

DATE: 6/10/2025

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. 25-012 “SOUTHEAST DRAINAGE RETROFIT PROJECT, PHASE II” TO RIC-MAN CONSTRUCTION FLORIDA, INC.

Request:

The Public Services Department (PSD) is requesting the City Commission's approval to award Bid (“ITB”) No. 25-012 “Southeast Drainage Retrofit, Phase II” to Ric-Man Construction Florida, Inc.

Background:

The City Commission authorized the Southeast Drainage Retrofit Project (Project) to improve the stormwater management the Southeast neighborhood from SE 3rd Street to the north, SE 7th Street to the south, SE 2nd Ave to the west, and SE 5th Avenue to the east. The Public Services Department (PSD) engaged WSP USA, Inc. (WSP) as the project engineer. The size and cost of the project has resulted in the PSD breaking the project into two Phases. Phase I is currently in construction, and Phase II is pending approval for award.

The bids, listed below, were opened in May 2025 and reviewed by the selection committee and WSP. The evaluation resulted in the selection of Ric-Man Construction Florida, Inc. as the lowest and most qualified bidder.

RESPONDENT	FEE
Ric-Man Construction Florida, Inc.	\$17,950,449.55
David Mancini and Sons	\$20,540,673.00
Man Con Inc.	\$21,290,286.50

Budgetary Impact

This project will contain a ten percent (10%) contingency of \$1,795,044.96 bringing the total project cost to \$19,754,494.51. Funding for the project will be appropriated from the Stormwater Account Number 303-38-14-538-63-10.

Recommendation

PSD recommends approval to award Bid (“ITB”) No. 25-012 “Southeast Drainage Retrofit, Phase II” to Ric-Man Construction Florida, Inc.

RESOLUTION NO. 2025-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF INVITATION TO BID (“ITB”) 2025-012, ENTITLED “SOUTHEAST DRAINAGE RETROFIT PROJECT PHASE II” TO RIC-MAN CONSTRUCTION FLORIDA INC., IN AN AMOUNT NOT TO EXCEED NINETEEN MILLION SEVEN HUNDRED FIFTY FOUR THOUSAND FOUR HUNDRED NINETY FOUR DOLLARS AND FIFTY-ONE CENTS (\$19,754,494.51), WHICH AMOUNT INCLUDES A TEN PERCENT (10%) CONTINGENCY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission authorized the Southeast Drainage Retrofit Project Phase II Project, along with other neighborhood drainage projects, to address chronic flooding; and

WHEREAS, the Public Services Department (PSD) engaged WSP USA, Inc. to provide engineering services to design, survey, permit, bidding support, and construction services for the Southeast Drainage Retrofit Project Phase I; and

WHEREAS, on May 9, 2025, the City received three (3) responses to ITB No. 2025-012, shown below:

- | | |
|---------------------------------------|-----------------|
| 1. Ric-Man Construction Florida, Inc. | \$17,950,449.55 |
| 2. David Mancini and Sons | \$20,540,673.00 |
| 3. Man Con Inc. | \$21,290,286.50 |

WHEREAS, the assessment of the bid packages provided by the respondents and reviewed by the Bid Committee and the consultant engineer, resulted in the selection of Ric-Man Construction Florida Inc. as the lowest and most qualified; and

WHEREAS, on June 10, 2025, the City Commission adopted Ordinance No. 2025-XX, which authorized the expenditure of funds exceeding one million dollars for SE Drainage Retrofit Project Phase II.

WHEREAS, the City Administration recommends that the City Commission award ITB No. 2025-012 to Ric-Man Construction Florida, Inc. in the amount of \$19,754,494.51, which includes a 10% contingency in the amount of \$1,795,044.96.

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

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

Section 2. That the City Commission authorizes the proper City officials to execute a contract with Ric-Man Inc, for the SE Drainage Retrofit Project Phase II in an amount not to exceed Nineteen Millon Seven Hundred Fifty-Four Thousand Four Hundred Forty-Nine Dollars and Fifty-One Cents (\$19,754,494.51).

Section 3. That funding will be appropriated from the Stormwater Account Number 303-38-14-538-63-10 in the amount not to exceed \$19,754,494.51.

Section 4. That use of the Contingency funding in the amount of \$1,795,044.96 may be approved by the City Manager through written request by the Public Services Department upon receipt of written change orders from the vendor.

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 _____

SIGNATURES ON THE FOLLOWING PAGE

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: 6/10/2025

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 \$1,000,000.00 FOR THE SE DRAINAGE RETROFIT PROJECT PHASE II - SECOND READING

Request:

The Public Services Department (PSD) requests expenditure authorization of City funds that will exceed \$1,000,000.00 dollars each for the SE Drainage Retrofit Project Phase II.

Background:

On January 14, 2025, PSD engaged WSP USA Inc, one of the firms on the City's Contractors Competitive Negotiation Act list, for design, bidding assistance, and construction engineering services for the SE Drainage Retrofit Project Phase II per R-2025-009. WSP ISA Inc, completed the design, secured permits, and the City issued invitations to bid for each project on April 4, 2025. On May 9, 2025, the City received three responses to ITB-2025-012 for the SE Drainage Retrofit Project Phase II, as follows:

Man Con Inc.	\$21,290,286.50
David Mancini and Sons	\$20,540,673.00
Ric-Man Inc.	\$17,950,449.55

The lowest bidder was selected based on evaluation of the bid and references. Prior to awarding construction contracts, the ordinance requires City Commission to authorize expenditures that exceed \$1 million.

Budgetary Impact

Funding for this contract will be appropriated from Stormwater, Stormwater management, SE Stormwater Phase II Infrastructure Improvements other than Bldgs. Account No. 303-38-14-538-63-10.

Recommendation

It is recommended that the City Commission authorize the expenditure of City funds exceeding \$1,000,000.00 dollars for the SE Drainage Retrofit Project Phase II.

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 THE SOUTHEAST DRAINAGE RETROFIT PROJECT, PHASE II; 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. 2025-012 for the “SE Drainage Retrofit Project Phase II” (Project) exceeds the monetary threshold of \$1,000,000.00; and

WHEREAS, the Ordinance was advertised for public hearing on May 17, 2025, and was advertised for a second reading and public hearing on Date: May 31, 2025.

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

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

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

Section 3. Funding for this contract will be appropriated from Stormwater, Stormwater management, SE Stormwater Phase II Infrastructure Improvements other than Bldgs. Account No. 303-38-14-538-63-10.

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

Section 5. That it is the intention of the 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 immediately after passage on second reading.

PASSED on first reading on May 27, 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 Community Development Memorandum

DATE: 6/10/2025

TO: Honorable 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-009-25: The applicant, the City of Dania Beach, is requesting several text amendments to signage regulations in the City's Code of Ordinances, Land Development Code (LDC).(Second Reading).

Request:
TEXT AMENDMENT

1. Amend Section 505-40, entitled "Detailed sign standards" to maximum number of various sign types.
2. Amend Section 505-50, entitled "Prohibited signs" to remove duplicative language.
3. Amend Section 505-90, sign regulations for mixed use zoning to clarify language and correct section references.
4. Amend Section 505-110, sign regulations for commercial zoning to add regulations for projecting signs.
5. To strike Section 505-140 regarding certificate of compliance deleting entire section.
6. Amend Section 505-190, entitled "Signage review, approval and fees" to require a permit and eliminate certificate of compliance requirements.

Background:

On September 14, 2010, the City Commission approved the City's new Land Development Code (LDC) referred to as OneCode. 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.

TEXT AMENDMENT

The following amendments to the City's unified LDC are proposed:

1. DETAILED SIGN STANDARDS

The modifications proposed are to two sign types: Gallery Edge identification signs and Wall Identification signs. For the Gallery Edge identification signs, the request is to remove the combined signage requirement, allowing the permitted square footage to control. For the Wall Identification signs, the request is to remove the number of permissible wall signs allowing the permitted square footage to control.

2. PROHIBITED SIGNS

This change is to remove a duplicative provision and adjust accordingly.

3. SIGNAGE FOR MIXED-USE

This modification proposes changes to three sign types: Portable signs, Projecting signs, and Wall and Gallery Edge identification signs. The Portable signs amendment is to remove reference to a restaurant and replace with a general business reference. The changes proposed to the Projecting signs are to eliminate the sign area and number of sign restrictions. The amendments to the Wall and Gallery Edge identification signs are to correct the section reference.

4. SIGNAGE FOR COMMERCIAL

The change proposed to the Commercial signage is to add reference to PMUD and PMUD-SL zoning districts to this regulation category and to add the 'Projection signs above the ground story' sign types allowed, along with the provisions for this new sign category.

5. CERTIFICATE OF COMPLIANCE

This amendment proposes to remove all reference to certification of compliance for signs and instead only requires a permit to be issued. This change is consistent with current practice.

6. SIGNAGE REVIEW

This provision continues the elimination of a certificate of compliance for signs by striking all reference to it. This change is consistent with current practice.

This application requires two (2) public hearings by the City Commission.

Budgetary Impact

None.

Recommendation

Planning and Zoning Board Recommendation

On April 16, 2025, the Planning and Zoning Board recommended approval of the proposed amendments to the City Commission.

City Commission Previous Action

On May 13, 2025, the City Commission heard and approved this item on first reading.

Staff Recommendation

Staff recommends the City Commission approve the proposed amendments on second and final reading.

ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, TO AMEND CHAPTER 28, ENTITLED “LAND DEVELOPMENT CODE” PART 5, ENTITLED “SIGNAGE AND DESIGN REGULATIONS”; ARTICLE 505, ENTITLED “SIGN REGULATIONS”, AT SECTION 505-40, ENTITLED “DETAILED SIGN STANDARDS” TO MODIFY WALL SIGN REGULATIONS; AMENDING SECTION 505-50, ENTITLED “PROHIBITED SIGNS,” TO MODIFY SIGN PLACEMENT; AMENDING SECTION 505-90, ENTITLED “SIGNAGE REGULATIONS FOR THE MIXED-USE CRA FORM-BASED ZONING DISTRICTS (CC, SFED-MU, EDBB-MU, GTWY-MU, NBHD-MU)” TO AUTHORIZE PORTABLE SIGNS FOR ALL BUSINESSES AND TO MODIFY WALL SIGN REGULATIONS; AMENDING SECTION 505-110, ENTITLED “SIGNAGE REGULATIONS FOR SHOPPING CENTERS, AND LARGE RETAIL ESTABLISHMENTS IN COMMERCIAL DISTRICTS (C-1; C-2; C-3; C-4), AND PLANNED MIXED-USE DISTRICTS (PMUD, PMUD/SL)” RELATING TO PROJECTING SIGNS; REPEALING SECTION 505-140, ENTITLED “SIGNS EXEMPT FROM CERTIFICATE OF COMPLIANCE REQUIREMENT”; AND TO SUBSTANTIALLY REVISE SECTION 505-190, ENTITLED “SIGNAGE REVIEW” TO REMOVE THE APPROVAL PROCESS AND FEES; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; CODIFICATION; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City seeks to update its signage code to modify the regulations relating to wall signs, projecting signs, and temporary signs; and

WHEREAS, it is in the best interests of the City, for the health, safety and welfare of the City’s residents to make the modifications proposed below.

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

Section 1. That the preceding “Whereas” clauses are ratified and incorporated as a record of the legislative intent of this Ordinance.

Section 2. That Chapter 28, entitled “Land Development Code”, Part 5, entitled “Signage and Design Regulations”; Article 505, entitled “Sign Regulations”, at Section 505-40, entitled “Detailed sign standards” is amended as follows:

* * *

CHAPTER 28
LAND DEVELOPMENT CODE

* * *

PART 5 - SIGNAGE AND DESIGN REGULATIONS

* * *

ARTICLE 505 - SIGN REGULATIONS

* * *

Sec. 505-40. Detailed sign standards.

* * *

(F) *Gallery edge identification signs* are allowed on the ground floor of a building, subject to the following requirements:

~~(7) The combined number of all gallery edge, wall, awning, and canopy signs on a building frontage shall not exceed the number of wall signs allowed for the building frontage in subsection 505-40(O)(10).~~

* * *

(M) *Wall identification signs.*

- (1) Wall identification signs shall be centered within the signable surface upon which placed, provided that for corner establishments, signs may be corner-justified if signs are placed on both corner frontages an equal distance from the building corner.
- (2) Except for integral roof signs, the top of any building sign shall be at least twelve (12) inches below any eave, and at least twenty-four (24) inches from the roofline or top of parapet, whichever is higher. No part of a building sign shall be closer than six (6) inches to an architectural facade feature.
- (3) Signage is not allowed within one (1) foot of a building corner, nor within one (1) foot of the demising wall of an establishment.
- (4) Electrical raceways and conduits shall be concealed from view. Raceways shall be placed inside the building wall or shall be painted the color of the sign background.
- (5) Cabinet signs are prohibited, except where constructed of an opaque sign face with translucent cut-outs for sign copy, such that only the sign copy itself is illuminated and the background is not illuminated.
- (6) Wall signs on multi-story buildings shall be placed at least twelve (12) inches below any part of a second story window frame (including sill, if applicable), or as provided in paragraphs (7) through (9) below.
- (7) Wall signs for businesses fronting a second story catwalk with individual outside entrances from the catwalk may have signs on the second story, limited to seventy-five (75) percent of the maximum area and letter height allowed for ground story wall signs.

- (8) An in-line retail business that occupies multiple stories may place the allowed wall signage at the highest of up of to three (3) stories occupied by the establishment, subject to the following requirements:
- (a) The establishment must occupy space on the ground story, which must be contiguous with all of the upper story space.
 - (b) The upper stories must occupy the same or smaller floor plate dimension as the ground story.
 - (c) All stories of the store must be connected by an escalator and elevator internal to the store itself, and not within a common area of the building.
 - (d) The façade must have a cohesive treatment that identifies all of the stories as being a part of the same occupant establishment.
- (9) Office buildings and hotels may have wall signage on an upper story as provided in section 505-130 (special signage regulations for certain locations and uses). All other buildings which have upper level commercial or retail uses shall submit a sign program in which all signs can be accommodated at the ground floor entrance.
- ~~(10) Whenever the number of permissible wall signs on a single building frontage is not prescribed, it shall be based upon the length of the building frontage, as follows:~~

Frontage length	Number of permissible signs*
Less than 50 feet	Two (2) signs
50 to 99.9 feet	Three (3) signs
100 feet to 200 feet	Four (4) signs
Greater than 200 feet	Five (5) signs

~~*Each awning, canopy and gallery edge sign may be substituted for a permissible wall sign. The total number wall, awning, canopy, and gallery edge signs on a building frontage shall not exceed the number of signs allowed in the table above.~~

- ~~(11) Wall signs may be painted if the paint is applied directly to a portion of a building façade~~

~~* * *~~

Sec. 505-50. Prohibited signs.

Any sign not specifically permitted, exempted, or authorized by this article is prohibited. It shall be unlawful to erect, cause to be erected, maintain or cause to be maintained any sign described as follows:

* * *

- ~~(W) Signs placed in such a manner that they may be blown, carried by water or otherwise scattered by the elements, or so as to constitute litter.~~

- ~~(XW)~~ Permanent signs having fluorescent colors.

(~~YX~~) Signs erected within any navigable waterway within the city, located beyond any established bulkhead line.

(~~ZY~~) All signs that are not specifically allowed or exempted by this article or fail to conform to the number, size, location and other requirements of this article.

(~~AAZ~~) All pole signs and projecting pole signs that are not specifically authorized for shopping centers, hotels, office complexes and industrial complexes within one thousand (1,000) feet of I-95 or I-595 in accordance with section 505-130 and the Hotel Overlay District regulations of section 315-50.

(~~BBAA~~) Walking signs.

* * *

Sec. 505-90. Signage regulations for the mixed-use CRA form-based zoning districts (CC, SFED-MU, EDBB-MU, GTWY-MU, NBHD-MU).

* * *

(Q) *Portable signs.* The following signs are allowed in accordance with the following standards. Each sign requires a certificate of compliance pursuant to section 505-190.

(1) *Portable menu signs.* In lieu of menu sign pursuant to paragraph (O)(2), a menu up to three (3) square feet in size may be located on a portable lectern or menu stand adjacent to the entrance of a restaurant that has city-approved outdoor seating, provided it does not obstruct a minimum clear pedestrian path of at least five (5) feet in width. The sign shall be moved indoors at the close of business each day. A portable menu sign is not allowed in combination with a sandwich sign.

(2) *Portable ~~sandwich~~ (A-frame) signs.* Sandwich signs shall be displayed only as follows:

- (a) One (1) sign is allowed adjacent to the main public entrance ~~of a restaurant~~.
- (b) Placement shall be on or adjacent to a sidewalk, but not within a public right-of-way, and not adjacent to an arterial road.
- (c) The sign shall not block pedestrian corridors or pathways and shall maintain a minimum five-foot clear path.
- (d) Shall be constructed of wood, faux-wood, or metal.
- (e) Maximum six (6) square feet for each of the two (2) sides, not to exceed three (3) feet in height.
- (f) The sign shall be used to identify the ~~food or beverages~~ service or product available on premises.
- (g) Allowed in lieu of a portable menu sign.
- (h) Shall be moved indoors at the close of business each day.

* * *

(R) *Projecting signs ~~above the ground story~~.* Projecting identification signs and blade signs are authorized as follows:

(1) Permissible only for buildings with no front yard parking.

- (2) Must be entirely located above the ground story and not higher than forty (40) feet above grade.
- (3) No part of the sign may project further than four and one-half (4.5) feet from the building wall.
- (4) May be used in combination with other building sign types.
- (5) ~~One (1) sign is allowed per building frontage, with a~~ A total maximum projecting sign area of one hundred (100) square feet.
- ~~(6) The area of the sign shall be subtracted from the wall sign allowance for the applicable building frontage.~~
- ~~(7) The sign shall be substituted for one (1) wall sign authorized in subsection 505-40(O)(10).~~

* * *

(U) *Wall and gallery edge identification signs.* Wall and gallery edge identification signs are subject to subsections 505-40(~~OF~~) and 505-40(~~GM~~), respectively, and the following standards:

* * *

Sec. 505-110. Signage regulations for shopping centers, and large retail establishments in commercial districts (C-1; C-2; C-3; C-4), and planned mixed-use districts (PMUD, PMUD/SL).

* * *

(O) Projecting signs above the ground story. Projecting identification signs and blade signs are authorized as follows:

- (1) Permissible only for buildings with no front yard parking.
- (2) Must be entirely located above the ground story and not higher than forty (40) feet above grade.
- (3) No part of the sign may project further than four and one-half (4.5) feet from the building wall.
- (4) May be used in combination with other building sign types.
- (5) A total maximum projecting sign area of one hundred (100) square feet.

(~~OP~~) *Temporary signs.* Allowed subject to section 505-160.

(~~PQ~~) *Under-canopy identification signs.* Required within a development of ten (10) or more in-line retail establishments to facilitate pedestrian wayfinding. Developments with fewer than ten (10) in-line establishments may also utilize under-canopy identification signs. All signs are subject to the following standards:

- (1) Maximum area of four (4) square feet when hanging from an overhead roof.
- (2) Maximum area of six (6) square feet when supported by a building wall.
- (3) Compliance with subsection 505-40(N).

~~(QR)~~ *Wall and gallery edge identification signs for individual establishments.* Wall and gallery edge identification signs are allowed subject to subsections 505-40(O) and 505-40(G), respectively and as follows:

- (1) Gallery edge signs are allowed for individual retail establishments, subject to the standards for wall signs, below, except as otherwise provided.
- (2) Each building frontage is allowed one (1) square foot of sign area for each one (1) foot of building frontage length, up to two hundred fifty (250) square feet.
- (3) Reserved.
- (4) The maximum allowed vertical dimension of a gallery edge sign is two and one-half (2.5) feet.
- (5) Letter height for signs under seventy-five (75) square feet shall not exceed twenty-four (24) inches.
- (6) Each rear or side service entrance is allowed up to eight (8) square feet of total identification, directional and incidental information signage on the wall immediately adjacent to the entrance.

~~(RS)~~ *Window signs.* Allowed subject to the following standards:

- (1) Signs shall not comprise more than twenty (20) per cent of the total window area of an establishment's building frontage. Temporary signage allowed in section 505-160 is not subject to this limitation.
- (2) Maximum allowed letter height is six (6) inches.
- (3) Subject to the additional standards in subsection 505-40(P).
- (4) Up to four (4) square feet of window sign area may be allocated for a display case attached to the building wall adjacent to an entrance. The display case shall not extend more than six (6) inches from the building wall.

* * *

Sec. 505-140. Signs exempt from certificate of compliance requirement. Reserved.

~~(A) *Certificate of compliance required.* The erection or modification of any sign for which the building code requires issuance of a building permit shall also require a certificate of compliance. Any person planning to erect or modify a sign is responsible for determining whether the building code requires issuance of a building permit.~~

~~(B) *Exemptions.* A certificate of compliance is not required for the erection or modification of any sign that is exempt from the requirement to obtain a building permit pursuant to the building code, provided that such new or modified sign shall comply with all requirements of this article. Copy shall not be replaced such that the sign changes from an on-premises sign to an off-premises sign.~~

* * *

Sec. 505-190. Signage review, approval process and fees.

- (A) ~~*Certificate of compliance Permit required.*~~ Prior to the erection, construction, alteration, relocation, painting of a painted sign, or repair of any sign, a ~~city certificate of compliance~~ and building permit must first be obtained for such work, unless such sign is exempt from the ~~certificate of compliance requirement pursuant to section 505-140, or exempt from the requirement to obtain building permit pursuant to the building code.~~ Failure to obtain a ~~certificate of compliance, if required shall be a violation of this section.~~ An application for ~~certificate of compliance, if required, shall be submitted to the community development department and processed in accordance with this section.~~ No sign shall be approved for use unless it has been inspected and found to be in compliance with all requirements of this article.
- (B) ~~The owner of all signs for which permits are required shall be responsible for permanently affixing the permit number on all erected signs.~~
- (C) ~~An application for certificate of compliance shall be submitted to the community development department. The application shall include drawings and specifications as may be required to fully advise the community development department with the location, size, materials/appearance, color/manner of illumination, the number of signs applied for, and the consent of the property owner.~~
- (1) ~~Upon submission of an application, staff shall have ten (10) business days to determine whether it is complete, and if not, to provide the applicant with written notice of the deficiencies. Upon resubmission of the application within ninety (90) days of such written notice, staff shall have five (5) additional business days to determine whether the applicant's revisions are sufficient to complete the application, and if not, to again inform the applicant within the five-day period of any remaining deficiencies in writing. This process shall continue until the applicant has submitted a complete application or demands that the application be reviewed as is.~~
- (2) ~~If the applicant fails to resubmit within ninety (90) days of the city's written notice of deficiencies, the application shall be considered withdrawn, and any subsequent resubmittal shall be deemed a new application for the purpose of applying the timeframes for review established in this subsection.~~
- (3) ~~The director shall review the information submitted to determine conformity with this article, and any applicable conditions of a related development order, including but not limited to, site plan, site plan modification or variance approval, including the location of the proposed sign. Upon payment of the required fee, the director shall approve or deny the application based on whether it complies with the aforementioned requirements, within twenty (20) business days of determining the application is complete.~~
- (4) ~~The director shall prepare a written notice of decision, describing the applicant's appeal rights, and mail it to the applicant. The applicant may file a written notice of appeal to the city commission within ten (10) business days after the date of receipt of the director's decision. The city commission shall hear and decide the appeal at the next available commission meeting that is at least twenty (20) business days after the date of receiving the written notice of appeal. If the city commission does not grant the appeal, then the appellant may immediately seek relief in the Circuit Court for Broward County, as provided by law.~~

~~(D) Time limitations for effectiveness of a certificate of compliance.~~

- ~~(1) An application for a certificate of compliance pursuant to this article for any proposed work shall be deemed to have been abandoned six (6) months after the date of filing for the certificate, unless a certificate has been issued before then. One (1) or more extensions of time, for a period not to exceed sixty (60) business days may be allowed by the community development director, upon a written request and demonstration of justifiable cause.~~
- ~~(2) Every certificate of compliance issued by the city pursuant to this article shall become invalid unless the work authorized by such sign certificate is commenced within six (6) months after its issuance, or if the work authorized by such certificate is suspended or abandoned for a period of six (6) months after the time that the work has commenced. If the work has commenced and the certificate is revoked, becomes null and void or expires because of a lack of progress or abandonment, a new certificate covering the proposed work shall be obtained before proceeding with the work.~~

~~(E) Revocation of certificate.~~

- ~~(1) The community development director is authorized and empowered to revoke, in writing, any certificate of compliance issued pursuant to this article, upon failure of the holder of the certificate to comply with the provisions of this article, including compliance with any related development order conditions, or if the certificate was issued on the basis of misstatement of facts or fraud by the applicant.~~
- ~~(2) The written revocation shall describe the appeal process.~~
- ~~(3) The director shall send the written revocation by certified mail, return receipt requested, to the sign owner.~~
- ~~(4) Any person having an interest in the sign or property may appeal the revocation, by filing a written notice of appeal to the city commission, to be submitted in duplicate to the city clerk and community development director within fifteen (15) calendar days after the date of receipt of the director's written revocation.~~
- ~~(5) The city commission shall hear and decide the appeal at the next available commission meeting that is at least thirty (30) calendar days after the date of receiving the written notice of appeal. If the city commission does not grant the appeal, then the appellant may immediately seek relief in the Circuit Court for Broward County, as provided by law.~~

~~(F) Fees. Application fees shall be paid as provided by schedule on file in the office of the community development department and as established by the city commission by resolution from time to time.~~

* * *

Section 3. That all ordinances or part of ordinances in conflict with the provisions of the Ordinance are repealed.

Section 4. That it is the intention of the Mayor and City Commission of the City of Dania Beach, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of the City of Dania Beach, Florida. The sections of this ordinance may

be renumbered or re-lettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

Section 5. That this Ordinance shall be effective 10 days after passage on second reading.

PASSED on first reading on _____, 2025.

PASSED AND ADOPTED on second reading on _____ 2025.

First Reading:

Motion by: _____

Second by: _____

Second Reading:

Motion by: _____

Second by: _____

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Lori Lewellen _____

Commissioner Luis Rimoli _____

Commissioner Archibald J. Ryan IV _____

Vice Mayor Marco Salvino _____

Mayor Joyce L. Davis _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

**NOTICE OF PUBLIC HEARING
CITY OF DANIA BEACH, FLORIDA**

A Public Hearing will be conducted by the City of Dania Beach City Commission on the following date to consider the following application:

DATE: Tuesday, May 27, 2025

TIME: 7:00 p.m. or as soon thereafter as the same may be heard

PLACE : City Commission Chambers
Dania Beach City Hall
100 West Dania Beach Blvd.
Dania Beach, FL 33004

SUBJECT: **TX-009-25:** The applicant, the City of Dania Beach, is requesting several text amendments to signage regulations in the City's Code of Ordinances, Land Development Code (LDC). (Second Reading)

The following is the proposed Ordinance of the matter:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, TO AMEND CHAPTER 28, ENTITLED "LAND DEVELOPMENT CODE" PART 5, ENTITLED "SIGNAGE AND DESIGN REGULATIONS"; ARTICLE 505, ENTITLED "SIGN REGULATIONS", AT SECTION 505-40, ENTITLED "DETAILED SIGN STANDARDS" TO MODIFY WALL SIGN REGULATIONS; AMENDING SECTION 505-50, ENTITLED "PROHIBITED SIGNS," TO MODIFY SIGN PLACEMENT; AMENDING SECTION 505-90, ENTITLED "SIGNAGE REGULATIONS FOR THE MIXED-USE CRA FORM-BASED ZONING DISTRICTS (CC, SFED-MU, EDBB-MU, GTWY-MU, NBHD-MU)" TO AUTHORIZE PORTABLE SIGNS FOR ALL BUSINESSES AND TO MODIFY WALL SIGN REGULATIONS; AMENDING SECTION 505-110, ENTITLED "SIGNAGE REGULATIONS FOR SHOPPING CENTERS, AND LARGE RETAIL ESTABLISHMENTS IN COMMERCIAL DISTRICTS (C-1; C-2; C-3; C-4), AND PLANNED MIXED-USE DISTRICTS (PMUD, PMUD/SL)" RELATING TO PROJECTING SIGNS; REPEALING SECTION 505-140, ENTITLED "SIGNS EXEMPT FROM CERTIFICATE OF COMPLIANCE REQUIREMENT"; AND TO SUBSTANTIALLY REVISE SECTION 505-190, ENTITLED "SIGNAGE REVIEW" TO REMOVE THE APPROVAL PROCESS AND FEES; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; CODIFICATION; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Copies of the proposed requests or applicable information are available online. For more information, please call the Planning Division at (954) 924-6805 Ext. 3654 and staff will direct you to the online project information.

Please be advised that if a person decides to appeal any decision made by Local Planning Agency, the Planning and Zoning Board or the City Commission with respect to any matter considered at this hearing, such person will need a verbatim record of the proceedings and for this purpose such person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The City does not provide or prepare such record pursuant to F.S. 286.0105.

In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk's office, 100 West Dania Beach Boulevard, Dania Beach, Florida 33004, (954) 924-6800 Ext. 3624, at least 48 hours prior to the meeting.

Application Information

Project: Text Amendments

Application Site: City Wide

Request: Text Amendment to signage regulations in the City's Code of Ordinances, Land Development Code (LDC).

Hearing Date & Time: May 27, 2025 at 7:00 PM

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

Contact Information: Corinne Lajoie, AICP, Deputy Director, 954-924-6805 Ext. 3704



City of Dania Beach Community Development Memorandum

DATE: 6/10/2025

TO: Mayor and Commissioners

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

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

SUBJECT: **TX-044-24** The property owner, Braha Dania, LLC, is requesting a text amendment to the City's Code of Ordinances, Land Development Code (LDC) modifying the existing East Dania Beach Boulevard Mixed-Use (EDBB-MU) building height graphic allowing greater height for the property located at 225-255 East Dania Beach Boulevard (SECOND READING).

Request:

Text Amendment to increase allowable building height for one property located in the EDBB-MU zoning district by amendment the building height graphic.

Background:

On March 12, 2024, the City Commission eliminated the use of incentives in the City's form-based zoning districts in order to reduce the size and intensity of new development coming to the City. This resulted in reducing the over all allowable building height in the EDBB-MU zoning district from fourteen (14) stories with incentives to seven (7) stories. The allowable building height of the subject property changed from four (4) stories with incentives to four (4) stories by right.

Request

The applicant is requesting to increase the allowed building height of his client's property, located at 225-255 East Dania Beach Boulevard from four (4) stories to seven (7) stories. The property is unique in the EDBB-MU zoning district because it is a three and a quarter (3.25) acre, fully assembled property. Greater height is reasonable at this location for several reasons.

First, the property is encumbered with four (4) street frontages. The form-based code found throughout the Regional Activity Center requires the ground floor of street frontages to be activated to create a vibrant urban experience. Designing a site with no back of house is difficult when considering activities such as parking, loading and garbage collection.

Secondly, the height transition regulations from residential zoning districts identified in Section 304-20 of the City's LDC will be applied to the north portion of the site, where the property is

adjacent to single family and duplex homes. This existing height transition requirement will ensure a lower building height will be maintained across the street from this established neighborhood. This regulation allows a building height to increase the further away from low scale residential homes the building is placed, resulting in a tiered effect. In this case, the applicant and architect are proposing townhomes along the north property line.

Finally, allowing a seven (7) story building height at this location, a three and a quarter (3.25) acre parcel, will encourage reinvestment and redevelopment of the site. Redevelopment of this property will build upon the investment recently made by the adjacent Dania Beach Entertainment Center (casino), as well as new residential projects in the surrounding area, and encourage further interest in the area.

It is important to note that the request is not to increasing the maximum height allowed in the zoning district, only to change where the maximum allowable height can be located within the EDBB-MU zoning district. Further, the applicant is also not asking for an increase in the allowable density.

This application requires the Planning & Zoning Board to make a recommendation to the City Commission.

Budgetary Impact

Approval of the request will enable the property owner to development the site utilizing the current site plan which is undergoing review by the Development Review Committee (DRC).

Recommendation

Planning and Zoning Board Recommendation

On April 16, 2024 the Planning and Zoning Board recommended approval of this text amendment.

City Commission Previous Action

On May 13, 2025, the City Commission approved this text amendment on first reading.

Staff Recommendation

The Planning and Zoning Board to recommend approval of the text amendment on second and final reading.

ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 28, ENTITLED “LAND DEVELOPMENT CODE”, AT PART 3, ENTITLED “SPECIAL ZONING DISTRICTS”, SUBPART 1 ENTITLED “COMMUNITY REDEVELOPMENT AREA (CRA) FORM-BASED ZONING DISTRICTS”, AMENDING SECTION 303-60, ENTITLED “EDBB-MU, EAST DANIA BEACH BOULEVARD MIXED-USE DISTRICT”, BY AMENDING PARAGRAPH (O), DELETING THE EXISTING MAXIMUM HEIGHT MAP AND SUBSTITUTING A REVISED MAXIMUM HEIGHT MAP ALLOWING SEVEN STORIES AT THE PROPERTY LOCATED AT 225-255 EAST DANIA BEACH BOULEVARD; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on March 12, 2024, the City Commission of the City of Dania Beach, Florida (“City Commission”) adopted Ordinance No. 2024-021, which modified and amended the CRA Form Based Zoning Districts; and

WHEREAS, Section 303-60, entitled “EDBB-MU, East Dania Beach Boulevard Mixed-use District”, Paragraph (O) Height, includes a Maximum Height Map; and

WHEREAS, the City Commission desires to modify the existing Maximum Height Map in Section 303-60, Paragraph (O) Height, by substituting a revised Maximum Height Map; and

WHEREAS, the City Commission finds that the approval of the rezoning text amendment is reasonably related to the health, safety, and general welfare of the residents of the City, and furthers the purpose, goals, objectives and policies of the City of Dania Beach Comprehensive Plan (“Comprehensive Plan”).

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

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

Section 2. That Chapter 28, entitled “Land Development Code”, at Part 3, “Special Zoning Districts”, at Subpart 1, “Community Redevelopment Area (CRA) Form-Based Zoning Districts”, Section 303-60, entitled “EDBB-MU, East Dania Beach Boulevard Mixed-Use District” Paragraph (O) Height, is amended as follows:

Section 3. Sec. 303-60. - EDBB-MU, East Dania Beach Boulevard Mixed-Use District.

* * *

(O) *Height*. Maximum height, "K", is seven (7) stories. The maximum allowable height in this district is based upon proximity to adjacent residential zoning districts, and a fixed height limit of four (4) stories within one hundred (100) feet from the EDBB. Allowable height increases at a rate of one (1) foot per one (1) foot of horizontal distance from an adjacent residential zoning district boundary. Therefore, allowable height within one (1) portion of a property might be different than that permitted on another portion. Buildings must be designed accordingly. The allowable height of buildings shown outside the district boundary on the height map is for informational purposes.

	Minimum upper story recess "j"	Height before required recess "L"
Street setback	20' on corner side at secondary streets	3 stories



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 May 13, 2025.

PASSED AND ADOPTED on second reading on _____ 2025.

First Reading:

Motion by: Vice Mayor Salvino

Second by: Commissioner Rimoli

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	_____	_____

SIGNATURES ON THE FOLLOWING PAGE

ATTEST:

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

**NOTICE OF PUBLIC HEARING
CITY OF DANIA BEACH, FLORIDA**

A Public Hearing will be conducted by the City of Dania Beach City Commission meeting on the following date to consider the following application:

DATE: Tuesday, June 10, 2025
TIME: 7:00 p.m. or as soon thereafter as the same may be heard
PLACE : City Commission Chambers
Dania Beach City Hall
100 West Dania Beach Blvd.
Dania Beach, FL 33004

SUBJECT: **TX-044-24:** The property owner, Braha Dania, LLC, is requesting a text amendment to the City's Code of Ordinances, Land Development Code (LDC) modifying the existing East Dania Beach Boulevard Mixed-Use (EDBB-MU) building height graphic allowing greater height for the property located at 225-255 East Dania Beach Boulevard. (Second Reading)

The following is the proposed Ordinance of the matter:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 28, ENTITLED "LAND DEVELOPMENT CODE", AT PART 3, ENTITLED "SPECIAL ZONING DISTRICTS", SUBPART 1 ENTITLED "COMMUNITY REDEVELOPMENT AREA (CRA) FORM-BASED ZONING DISTRICTS", AMENDING SECTION 303-60, ENTITLED "EDBB-MU, EAST DANIA BEACH BOULEVARD MIXED-USE DISTRICT", BY AMENDING PARAGRAPH (O), DELETING THE EXISTING MAXIMUM HEIGHT MAP AND SUBSTITUTING A REVISED MAXIMUM HEIGHT MAP ALLOWING SEVEN STORIES AT THE PROPERTY LOCATED AT 225-255 EAST DANIA BEACH BOULEVARD; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; CODIFICATION; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Copies of the proposed requests or applicable information are available online. For more information, please call the Planning Division at (954) 924-6805 Ext. 3654 and staff will direct you to the online project information.

Please be advised that if a person decides to appeal any decision made by Local Planning Agency, the Planning and Zoning Board or the City Commission with respect to any matter considered at this hearing, such person will need a verbatim record of the proceedings and for this purpose such person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The City does not provide or prepare such record pursuant to F.S. 286.0105.

In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk's office, 100 West Dania Beach Boulevard, Dania Beach, Florida 33004, (954) 924-6800 Ext. 3624, at least 48 hours prior to the meeting.

Application Information

Project: Text Amendments

Applicant: Braha Dania, LLC.

Application Site: City Wide

Request: Text Amendment to create a new zoning district within the City's Code of Ordinances, Land Development Code (LDC),

Hearing Date & Time: June 10, 2025 at 7:00 PM

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

Contact Information: Corinne Lajoie, AICP, Deputy Director, 954-924-6805 Ext. 3704