



AGENDA
DANIA BEACH CITY COMMISSION
REGULAR MEETING
TUESDAY, DECEMBER 9, 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. Request for Approval — Plaque Presentation to Chickie Brandimarte - December 9, 2025 - *Sponsored by Commissioner Rimoli*
2. Recognition — Chickie Brandimarte - Dania Beach Senior Citizens Club — *Sponsored by Commissioner Rimoli*
3. MC Frost House Restoration Presentation - *Public Services*
4. Request for Proclamation Approvals:
 - National Wildlife Federation - Community Wildlife Habitat City — *Sponsored by Commissioner Rimoli*
 - Martin Luther King Jr. Day, January 19, 2026 - *Sponsored by Mayor Davis*
5. 2026 Vintage Motorcycle Show - Special Event Application - *Parks and Recreation*

4. PROCLAMATIONS

1. National Wildlife Federation - Community Wildlife Habitat City — *Sponsored by Commissioner Rimoli*

5. ADMINISTRATIVE REPORTS

1. City Manager
2. City Attorney
3. City Clerk - Reminders
 - January 13, 2026 CRA Board Meeting - 6 p.m.
 - January 13, 2026 City Commission Meeting - 7 p.m.
 - January 27, 2026 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: November 18, 2025 Regular 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 GRANT AGREEMENT IN THE AMOUNT OF SIX HUNDRED THIRTY-SEVEN THOUSAND ONE HUNDRED NINTEY-FIVE DOLLARS (\$637,195.00) BETWEEN THE CITY OF DANIA BEACH AND THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT, ON BEHALF OF THE U.S. DEPARTMENT OF HOMELAND SECURITY, FOR THE PLANNING AND DESIGN FOR CONSTRUCTION OF THE CITY'S EMERGENCY OPERATIONS CENTER PROJECT; AND TO EXCEED THE ANNUAL VENDOR TOTAL AMOUNT OF FIFTY THOUSAND DOLLARS (\$50,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

4. RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, IN ITS CAPACITY AS THE BOARD OF TRUSTEES FOR THE DANIA MEMORIAL PARK AND WESTLAWN CEMETERIES TO AMEND THE CEMETERY RULES AND REGULATIONS ; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

5. RESOLUTION NO. 2025-_____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RELEASING A DECLARATION OF RESTRICTIVE COVENANT IMPOSED PURSUANT TO RESOLUTON NO.: 2001-186, FOR SITE PLAN APPLICATION SP-11-01, FOR THE PROPERTY LOCATED AT 2200 NE 7TH AVENUE, DANIA BEACH FL, IN THE CITY OF DANIA BEACH, FLORIDA; AS THE COVENANT IS NOW OBSOLETE; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

6. RESOLUTION NO. 2025-_____

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

FLORIDA, APPROVING AN ADDENDUM TO THE MASTER SERVICES AGREEMENT AND STATEMENT OF WORK WITH CIVICPLUS, LLC, TO INCORPORATE ADDITIONAL SECURITY, GOVERNING LAW, PUBLIC RECORDS, BRANDING, AND CONTRACT UPDATE RESTRICTIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Information Technology)*

7. RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH ADVANCED MULTI SIGN CORP. TO FURNISH AND INSTALL VETERANS PARK SIGN, PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Commissioner Ryan)*

8. RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE THIRD AMENDMENT TO THE CONSTRUCTION MANAGER AT RISK AGREEMENT WITH BURKHARDT CONSTRUCTION, INC. FOR THE CW THOMAS PARK IMPROVEMENTS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Parks and Recreation)*

9. Request for Use of Discretionary Funds – American Legion Post 209 – *Sponsored by Commissioner Ryan*

9. BIDS AND REQUESTS FOR PROPOSALS: None

10. QUASI-JUDICIAL & PUBLIC HEARING ITEMS: None

11. FIRST READING ORDINANCES

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

1. ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 28, ENTITLED “LAND DEVELOPMENT CODE”; AT PART 6, ENTITLED “DEVELOPMENT REVIEW PROCEDURES AND REQUIREMENTS”, ARTICLE 640, ENTITLED “PLATS”, TO

MODIFY THE CITY’S PLATTING REQUIREMENTS TO BE CONSISTENT WITH UPDATES IN STATE LAW DUE TO THE PASSAGE OF “LAW OF FLORIDA 2021-164,” WHICH MODIFY FLORIDA STATUTES SECTION 177.01, ENTITLED “ADMINISTRATIVE APPROVAL OF PLATS BY BY DESIGNATED MUNICIPAL OFFICIAL”, WHICH UPDATES REQUIRE THE ELIMINATION OF THE PUBLIC HEARING, QUASI-JUDICIAL PROCESS BY THE CITY COMMISSION TO APPROVE PLATS, AND TO ESTABLISH THE “ADMINISTRATIVE AUTHORITY OF THE CITY TO BE THE CITY’S COMMUNITY DEVELOPMENT DIRECTOR, OR DEPUTY; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

2. ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 28, ENTITLED “LAND DEVELOPMENT CODE” (LDC) TO PROVIDE CLARITY AND UPDATED APPLICATION PROCEDURES AND NOTICE REQUIREMENTS; BY AMENDING PART 6, ENTITLED “DEVELOPMENT REVIEW PROCEDURES AND REQUIREMENTS” , TO CREATE SECTION 610-15, ENTITLED “COMMUNITY OUTREACH” TO REQUIRE COMMUNITY OUTREACH AS PART OF EACH APPLICATION; AMENDING ARTICLE 610 ENTITLED PUBLIC HEARING NOTICES, IN ORDER TO UPDATE SECTION 610-30, ENTITLED “DETAILED NOTICE PROVISIONS” TO PROVIDE FURTHER CLARITY TO NOTICE PROVISIONS; AMENDING ARTICLE 635, ENTITLED “SITE PLANS” AT SECTION 635-40, ENTITLED “SUPPLEMENTAL APPLICATION REQUIREMENTS” TO ELIMINATE PAPER SITE PLAN SUBMITTALS; AMENDING PART 7, ENTITLED “CODE ADMINISTRATION”, TO AMEND SECTION 715-60, ENTITLED “DEVELOPMENT REVIEW COMMITTEE” TO REMOVE REFERENCE TO THE CRA EXECUTIVE DIRECTOR; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE *(Community Development)*

3. ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING THE CITY’S COMPREHENSIVE PLAN FUTURE LAND USE ELEMENT TO ENSURE COMPLIANCE WITH BROWARD COUNTY’S COMPREHENSIVE PLAN; SPECIFICALLY, THE BROWARD COUNTY LAND USE PLAN KNOWN AS BROWARD NEXT; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

4. ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 28, ENTITLED “LAND DEVELOPMENT CODE” (LDC) AMENDING ARTICLE 295 ENTITLED “VOLUNTARY MOBILITY PROGRAM” TO ELIMINATE SAME; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE *(Community Development)*

5. ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 28, ENTITLED “LAND DEVELOPMENT CODE” (LDC) TO PROVIDE CLEAN UP AND CLARIFICATION OF LANGUAGE IN VARIOUS SECTIONS OF THE LDC AS FOLLOWS: PART I, ENTITLED “USE REGULATIONS”, AT ARTICLE 100, ENTITLED “GENERAL USE REGULATIONS APPLYING TO ALL ZONING DISTRICTS”; AT SECTION 100-50 ENTITLED “CERTIFICATES OF USE” TO UPDATE THE CERTIFICATE OF USE REQUIREMENTS; AMENDING SECTION 100-60, ENTITLED “ESTABLISHMENT OF ZONING DISTRICTS” TO UPDATE THE INTENT AND PURPOSE OF THE RESIDENTIAL-OFFICE (RO) DISTRICT AND TO MOVE THE PRD-1 DISTRICT TO THE MIXED USE CATEGORY; AMENDING ARTICLE 110, ENTITLED “USE REGULATIONS FOR COMMERCIAL AND MIXED USE DISTRICTS” AT SECTION 110-20, ENTITLED “LIST OF PERMITTED, SPECIAL EXCEPTION AND PROHIBITED USES” TO ADD AN EXISTING ZONING DISTRICT TO THE PERMITTED USE TABLE; UPDATING SECTION 110-200, ENTITLED “OUTDOOR RESTAURANT SEATING,” TO TO INCLUDE THE PLANNED RESIDENTIAL DEVELOPMENT ZONING DISTRICT IN THE REGULATIONS; AMENDING PART 2, ENTITLED SITE DEVELOPMENT REGULATIONS, AT ARTICLE 265, ENTITLED “OFF-STREET PARKING REQUIREMENTS”, AT SECTION 265-110, ENTITLED “DESIGN AND CONSTRUCTION STANDARDS FOR PARKING LOTS TO ELIMINATE THE DIMENSIONAL REQUIREMENTS FOR WHEEL STOPS; AMENDING PART 3, ENTITLED “SPECIAL ZONING DISTRICTS”, SUBPART 1, ENTITLED “COMMUNITY REDEVELOPMENT AREA (CRA) FORM -BASED ZONING DISTRICTS, AT ARTICLE 303, ENTITLED DISTRICT DEVELOPMENT STANDARDS, AT SECTION 303-70 ENTITLED “GTWY-MU, BEACH GATEWAY MIXED-USE DISTRICT” TO AMEND TO SPECIFY BUILDING FRONTAGE STANDARDS; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

6. 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 LIFT STATION 11 REHABILITATION; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

12. SECOND READING ORDINANCES

1. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, PURSUANT TO SECTION 22-7A, OF THE CITY’S CODE OF ORDINANCES, AUTHORIZING CO-DESIGNATION OF A PORTION OF SW 26TH TERRACE BETWEEN STATE ROAD 84 AND SW 36TH STREET TO BE KNOWN AS “SW 26TH TERRACE/PBA MEMORIAL WAY”, AFTER HOLDING TWO PUBLIC HEARINGS, AND AFTER A 4/5 VOTE OF THE ENTIRE COMMISSION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; CODIFICATION; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

13. DISCUSSION AND POSSIBLE ACTION

1. Request for Support of the Prestige Club — Etiquette Classes — *Sponsored by Vice Mayor Salvino*
2. 2026 City Commission Meeting Dates — *City Clerk*

14. APPOINTMENTS

1. Board Appointments:
 - Dania Beach Housing Authority Board - 1 vacancy - Mayor Davis
 - Marine Advisory Board - 1 vacancy - Vice Mayor Salvino
 - Public Art Advisory Board - 1 vacancy - Commission

15. COMMISSION COMMENTS

16. ADJOURNMENT



City of Dania Beach Parks & Recreation Memorandum

DATE: 12/9/2025

TO: Mayor and Commissioners

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

VIA: Tyrone Cornileus / Event Liaison / Parks & Recreation

SUBJECT: Special Event Application: Dania Beach Vintage Motorcycle Show (2026)

Request:

A Special Event application on behalf of the Dania Bike Show non-profit to have the Dania Beach Vintage Motorcycle Show on January 31, 2026, from 6 AM - 5 PM.

Background:

A Special Event is requested by Dania Beach Bike Show non-profit for Saturday, January 31, 2026, from 6:00 a.m. to 5:00 p.m. The requested event will be held at Frost Park 300 NE 2nd Street, Dania Beach, FL 33004. This is a repeat event and was previously approved in January 2025.

Budgetary Impact

The NON-PROFIT special events application fee for Dania Beach Bike Show is \$150.

Recommendation

The Parks and Recreation Department is recommending that the City Commission approve the special events application request with the conditions noted.

The applicant will pay for the necessary services recommended below.

Department Review:	Comments:
BSO Fire: Fire Prevention	Pending
Building Official	Building permits are required. Plumbing.
City Attorney	No issues
Code Enforcement	No issues
Planning & Zoning	Must provide a site map and layout of food vendors. Must be 10ft apart from eachother.
HR / Risk Mgmt-	Must obtain all COI prior to event.
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).

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

Event Name: Dania Beach Vintage Motorcycle show 19th Annual
Jan 31st

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

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

Is your event located on the beach? Yes X No

Location: Frost Park 300 NE 2nd Street

Expected maximum attendance 4K Expected sustained attendance 4K

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

If yes, please list the past dates, locations and attendance 2010 / currently

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

Food Vendors, Motorcycles on field for show, Swap meet
live Band,

Date and Time:	DATE	DAY	BEGIN	END	Attendance
SETUP:	1/30/26		<u>9</u> AM/PM	<u>2</u> AM/PM	<u>20 ppl</u>
EVENT DAY 1:	1/31/26		<u>6</u> AM/PM	<u>5</u> AM/PM	<u>N/A</u>
EVENT DAY 2:			____ AM/PM	____ AM/PM	____
EVENT DAY 3:			____ AM/PM	____ AM/PM	____
BREAKDOWN:	1/31/26		<u>5</u> AM/PM	<u>6</u> AM/PM	<u>N/A</u>

PART II: APPLICANT

Organization Name Dania Beach Motorcycle Show **Name of Authorized Signatory** Anthony Thackham
For-Profit ☐ Non-Profit ☒ Private ☐ (as registered in Sunbiz)

Address: 705 NW 8th St **City, State, Zip:** Dania Beach, FL 33004

* **Date of registration:** 8/16/25 **State registered in:** FL **Federal ID #** 99-3591368

Email Address: tonythackham@comcast.net **Phone:** 954-214-6136

Event Coordinator Name Tony Thackham **Phone:** 954-214-6136

Title: President **Phone:** 954-214-6136 **Cell:** _____

Email address: tonythackham@comcast.net **Fax:** _____

Additional Contact Name Juie Amador **Will you be on site?** ☒ Yes ☐ No

Title: Partner **Phone:** 732 664-6074 **Cell:** _____

Email address: Djzutramusic@gmail **Fax:** _____

Event Production Company (if other than applicant) N/A

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? \$** 10

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.)

Beer Truck / Servers
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 X

Events requiring electricity must be permitted.

Company: _____ License #: _____

Name of Electrician: _____ Phone: _____

Entertainment ☒ Yes _____ No

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

Fencing or Barricades ☒ Yes _____ No

Include proposed fences in your Site Plan & Narrative Fence on south side

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.) yes

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 band

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

Speakers / drums

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

Stages may require permits.

Days and times music will be played: during event

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

It is the responsibility of the event coordinators/promoter to reach out to businesses within proximity of the event.

Parking Impact X Yes ☒ No ☐ If yes, lot location(s)? Dania Beach Casino

Date(s) of Closure Jan 31st Time(s) of Closure 5 pm

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 X Yes ☒ No ☐ If yes, define Closure(s) Front Blvd

Date(s) of Closure Jan 31st Time(s) of Closure 10:30 Am - 5 pm

Sanitation & Waste

Will the event encourage Recycling and Sustainability? X 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 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 X 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 X 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? 30 10x10 Canopies

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 X 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.

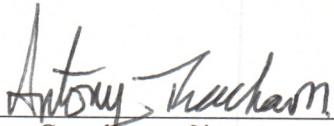
PART VI: SUBMISSION

Email application and plans to: dbspecialevents@daniabeachfl.gov

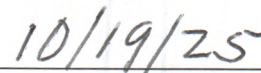
Site Plan must include the following with application:

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 manage security.

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



Event Coordinator Signature



Date



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: December 9, 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

On Tuesday, December 2nd, Commissioners Rimoli and Ryan, along with our Deputy City Manager and I, spent the day in our State Capital meeting with local members of the Florida House of Representatives and Senate advocating for 3 of our proposed projects for the City of Dania Beach. To date this administration, working alongside our City's elected officials, has seized an unprecedented \$9 million plus dollars from state funding for a multitude of Citywide projects. This year we will be seeking \$350k for the NW/SW 1st Avenue water main replacement project. Our goal is to augment water flow and pressure, provide greater reliability and enhance aging infrastructure in the heart of our Arts and Entertainment District. Additionally, we will be seeking \$500k for the SW 34th Court Stormwater Project. Our goal is to upgrade critical infrastructure mitigating the impact of flooding in this industrial/commercial sector of our City. Lastly, we continue our focus on improving all City parks, hence we will be seeking \$112,500 for the Dania Cove Waterfront Park Enhancement Project. The goal for this unique park along the Dania Cutoff Canal is to add a tot lot to complement the existing family friendly amenities and to upgrade the park pavilions and fishing docks.

This past November 15th, our Dania After Dark series set a record for attendance as more than 11,000 people enjoyed a truly remarkable event; Light up the Night. Kudos to our Parks and Recreation Department, particularly our Special Events Division along with our Marketing team for another amazing Dania After Dark. We are preparing for our next big event the "Taste of Dania Beach" so calendar Saturday, January 10th, if you want to enjoy a night filled with delicious food, family friendly environment, and wonderful entertainment. Follow us on social media and or check out our website for frequent updates on this and all City's special events.

We are working on the final edits of our Winter 2025 Newsletter, "The Pioneer". The first week of December we will be printing. Our goal is to have this very special edition of our newsletter reach you all by years end. We welcome your feedback, as we seek to continue to enhance how we inform and communicate with our community.

We pride ourselves on service excellence, it's a key component of the culture we have established with our city team. Often times I hear from our residents about their level of satisfaction, particularly about

how responsive and respectful we are. I wanted to share an email from one of our residents in Avon Isles regarding our Landscaping and Facilities Superintendent Carl Kallicharan (Kalli). See included in back up. We proudly promoted Kalli in 2019, and he continues to excel, always going above and beyond.

On Friday, November 21st, a significant and important moment in the history of our City occurred. We received our partial CO (Certificate of Occupancy) for the project at CW Thomas Park! We are now in the last phase of this remarkable project. We have 90 days to complete the Gym/ Swimming Pool component of the permitting process keeping us on track for our planned date of a January ribbon cutting event.

We have received the official confirmation from the Florida Department of Revenue, informing me that all calculations have been reviewed and approved for full compliance. See letter included. Kudos to our CFO and our Finance Team.

As I am writing this report on Thanksgiving, I want to thank our Deputy City Manager for stepping in to lead our City while I was on vacation, great job as always! Kudos to my State of the City committee and our Special Events Team for an amazing job planning and executing our 4th Annual State of the City celebration. Thank you, Mayor, for recognizing our volunteers and all that are going above and beyond for Dania Beach! Outstanding work and much gratitude to all who planned our 1st Annual partnership with Feeding South Florida this past November 3rd. Thank you, Commissioner Rimoli, for bringing this wonderful idea forward! Our Veterans Park looks beautiful as does our Arts Park! The gratitude continues as I also want to acknowledge the support, and dedication to our City and to my Team and I from Vice Mayor Salvino and Commissioners Lewellen and Ryan.

Team Dania Beach continues to run on all cylinders delivering excellence and exceptional services every day to and for our community!

> On Nov 13, 2025, at 11:31 AM, Donna Peplin <dpeplin@icloud.com> wrote:

> CAUTION: This email originated from outside the City of Dania Beach. Do not click links or open attachments unless you recognize the sender and expect the content.

> Good morning, Ana

> I just wanted to send you a quick message about how wonderful Carl from the grounds department is. We are in Avon Isles and have a median strip that always needs tending. Carl and his crew are awesome. All I need to do is make a phone call to let them know if it's looking shabby And they're here the same day.

> Thank you

> Donna Peplin

> Sent from my iPhone



PARTIAL CERTIFICATE OF OCCUPANCY
Florida Building Code 2023 Edition

Permit Number: 2023-00002152
Folio Number: 504234000260
Property Address: 800 NW 2 ST

Issue Date: November 21, 2025

Owner: CITY OF DANIA BEACH
Owner Address: 100 W DANIA BEACH BLVD
DANIA BEACH, FL 33004

Legal Description

34-50-42 ALL THAT PART OF NE1/4 OF NW1/4 OF SW1/4 OF SEC 34-50-42,
LYING W OF BLK 30, TOWN OF MODELA B-49 D, LESS THEREFROM R/W FRO
NW 8 AVE TOG/W LOTS 1 THRU 10, INCLUS IVE, BLK 1, WEST MOORLAND 19-
8 B , & A 25 FT R/W FOR NW 10 AVE, AS VACA'D PER INSTR # 118483009,
LYING ELY OF & ADJ TO SAID BLK 1 K/A CW THOMAS PARK

Contractor: BUTLER CONSTRUCTION COMPANY/BUTLER, SCOTT
Description of Work... C.W. THOMAS PARK- NEW BLDG
Construction Type: IIB
Occupancy Type: A3-B
Occupancy Load: 1077
Square Feet: 15,598
Sprinkler: YES
Flood Zone: AH
BFE: 7
Substantial Improvement:

Special stipulations and conditions of this Partial Certificate of Occupancy are as follows:

*Excluding gymnasium and swimming pool

90 days to complete job

Approved


Building Official

VOID UNLESS SIGNED BY BUILDING OFFICIAL

The described portion of the structure has been inspected for compliance with the requirements of this Code for the occupancy and division of occupancy and the use for which the proposed occupancy is classified.



November 21st, 2025

City of Dania Beach
100 W Dania Beach Blvd.
Dania Beach, Florida 33004
ATTN: Jack Fisher

RE: *CW Thomas Park – Partial CO Request*
800 NW 2nd Avenue
Dania Beach, Florida 33004
Permit #23-2152

Mr. Fisher

Please accept this letter as Butler Construction's request for a Partial Certificate of Occupancy for the new CW Thomas Park Community Center Building. All Mechanical, Electrical, Plumbing Fire Sprinkler and Fire Alarm Final Inspections for this permit have occurred and were approved.

All items associated with this permit have been completed with the exception of the Gym and Exercise Area. Per the Building Official, these areas will be locked off from access until they are completed at which time we will request a follow up inspection with the Building Department. We are requesting a Partial Certificate of Occupancy on the remainder of the building for (90) days so we can demolish the existing Community Center, and complete the ball fields, playground, and landscaping. The City has requested to occupy the new facility prior to demolition of the existing center, necessitating temporary occupancy

Please let me know if you have any questions or require additional information.

Sincerely,

Butler Construction Company

A handwritten signature in blue ink, appearing to read "Stephen Butler", is written over the company name.

Stephen Butler
Vice-President
CGC-1521113

Cc: Bill Zammit – Burkhardt Construction
Brandon Rhodes – Burkhardt Construction
Cassi Waren – City of Dania Beach
Kirk Olney – Bermello Ajamil
Stephen Butler – Butler Construction Company



MINUTES OF REGULAR MEETING
DANIA BEACH CITY COMMISSION
TUESDAY, NOVEMBER 18, 2025 - 7:00 P.M.

1. CALL TO ORDER/ROLL CALL

Mayor Davis called the meeting to order at 7:06 p.m.

Present:

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

Acting City Manager Candido Sosa-Cruz, ICMA-CM
City Attorney Eve Boutsis
City Clerk Elora Riera

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 Application:
- Moonlight Car Show / Lions Club 2026

There was Commission consensus to approve the application.

- 3.2 Retroactive Approval — Key to the City — Presented to Dan and Claire Marino, Dan Marino Foundation — 11.5.2025 - Sponsored by Mayor Davis

Mayor Davis noted the Dan and Claire Marino key was inadvertently given to Michael Marino at the State of the City address. A date is being sought to officially present the key to Dan and Claire Marino.

There was Commission consensus to approve the request.

3.3 Request for Proclamation Approval — The Embrace Girls Foundation — 25th Anniversary — December 14, 2025 — Sponsored by Mayor Davis

There was Commission consensus to approve the request.

3.4 Watershed Master Plan Presentation - Community Development

Director of Community Development Eleanor Norena introduced the item.

3.5 Overview of Traffic Calming Process and SE 5th Ave. Results - Public Services

Deputy Director of Public Services Sean Schutten introduced the item.

Commissioner Rimoli asked why they did not go further down and Deputy Director Schutten responded that when analyzed the speeds were below the threshold in that area. Commissioner Rimoli said he thinks one is needed there and Deputy Director Schutten responded that they could speak to the consultant about implementing one in that area.

Commissioner Ryan noted 2nd, 3rd and 4th avenue have never been studied and 2nd avenue has two of the cities' schools. He would like to see a study completed on these streets, specifically 2nd avenue. Deputy Director Schutten confirms that those streets have not been studied and stated that they did receive a request for 5th Street but that will have to occur after the Southeast Drainage Phase 2 Project. He explained that a petition is required to initiate a traffic analysis. Commissioner Ryan questioned if a Commissioner could request a study and Deputy Director Schutten responded that it may be possible, but the normal process is resident driven.

Acting City Manager Sosa-Cruz stated typically these analyses are driven by resident complaints and petitions filed.

Mayor Davis thanked Acting City Manager Sosa-Cruz for explaining the process as she too has received complaints.

4. PROCLAMATIONS

4.1 Epilepsy Awareness Month - November 2025 - Sponsored by Mayor Davis

Mayor Davis read the proclamation into the record and presented it to Community Resource Specialist, Sebastian Regalado of Epilepsy Alliance Florida.

5. ADMINISTRATIVE REPORTS

5.1 City Manager

Acting City Manager Sosa-Cruz provided his administrative report and touched on the following:

- Waterway Code Compliance Inspection Team
- Completion of hurricane season
- King Tides
- Drainage Improvement Project serving PJ Meli Park area neighborhoods
- Annual maintenance of Meadowbrook pump station
- Meeting with Meadowbrook HOA regarding lake and erosion
- Traffic calming devices on Southeast 5th Avenue
- RFQ's for restoration of the MC Frost House
- Annual tree trimming in College Gardens

Commissioner Ryan questioned when it was decided that the city would restore the MC Frost House like the Nyberg Swanson House.

Discussion ensued amongst the Commission and staff regarding the restoration approach for the MC Frost House, specifically whether the City should pursue a full historic restoration or a general renovation. The Commission expressed differing recollections of prior direction, concerns over cost, timing, and the intended future use of the property. Staff explained the requirements for pursuing historic grants, the role of architects experienced with historic properties, and Broward County's oversight of exterior work.

It was determined the need to review previous meeting minutes and the original presentation outlining the two restoration options before making a formal decision. Staff agreed to resend the prior presentation and return at the next meeting with clarification and options for moving forward.

5.2 City Attorney

City Attorney Boutsis advised that item 8.18 on the consent agenda is a resolution extending the tolling agreement with the City of Hollywood and noted that she will be reaching out to each Commissioner to set up one-on-one sessions to discuss possible settlement. Additionally, before the next meeting she will be requesting a shade session regarding the Bert J. Harris claim.

5.3 City Clerk - Reminders

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

- December 9, 2025 CRA Board Meeting - 6 p.m.
- December 9, 2025 City Commission Meeting - 7 p.m.

6. PUBLIC SAFETY REPORTS

Captain Tarala thanked Mayor Davis for the award he received at the State of the City address. He reported on recent criminal activity in the City highlighting a DEA/CST traffic stop that resulted in the arrest of two convicted felons and the seizure of cocaine, marijuana, and a loaded 9mm firearm. He also reported on a separate investigation in the southwest section that, with

assistance from the State Attorney's Office, led to a search warrant yielding substantial quantities of oxycodone, cocaine, cannabis, drug-distribution paraphernalia, and a stolen firearm; the suspect is already in custody on unrelated charges. Additionally, CST teams conducting proactive undercover patrols at Chester Byrd Park arrested an individual previously trespassed from the park and recovered a weapon along with MDMA and cocaine.

Captain Tarala spoke on the success of Dania After Dark, crediting collaboration with city staff, including Cassi and Ashley, in safely managing an estimated 11,000 attendees. He also updated the commission on the new co-responder program, reporting three successful interventions in the past month that resulted in individuals being placed into appropriate programs.

He shared that he and his team attended the funeral for the Miami-Dade deputy killed in the line of duty, underscoring the daily risks faced by law enforcement officers.

Fire Chief Pellecer reported that there were 742 calls for service in the past month, including 94 fire-related calls and 648 EMS calls. He noted that safety walkthroughs were completed at all local schools in coordination with SROs, fire inspectors, and first-response units to ensure preparedness for potential emergencies. Firefighters also participated in Career Day at Collins Elementary and said they enjoy participating in hopes that it will promote future interest in public safety careers.

He provided additional updates on the co-responder program mentioned by Captain Tarala, noting that staff have been visiting programs in Fort Lauderdale and Hollywood, to learn best practices for supporting residents in need.

He announced the annual Fire Department Toy Drive, scheduled for November 28th at Dania Pointe, located next to Five Below. Firefighters and fire explorers will collect unwrapped toys from 10 a.m. to 4 p.m., and residents are encouraged to stop by, meet the team, and contribute to families in need within the community.

7. CITIZENS' COMMENTS

The following spoke under public comments:

- Lance Getreider - 126 NE 2nd Ave.

8. CONSENT AGENDA

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

8.1 Minutes: October 28, 2025 City Commission Meeting

Approved under consent agenda.

8.2 Travel Requests:

Travel request to Tallahassee, Florida to attend Legislative meetings December 1-3, 2025

8.3 RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, SEEKING AUTHORIZATION TO EXCEED THE ANNUAL SINGLE VENDOR PURCHASING POLICY OF FIFTY THOUSAND DOLLARS (\$50,000.00) FOR PROLINE CORPORATION TO BE VALID EACH YEAR THE CONTRACT IS IN PLACE, 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 PURCHASE OF FIVE VEHICLES AND THREE PIECES OF HEAVY EQUIPMENT IN AN AMOUNT NOT TO EXCEED ONE MILLION ONE HUNDRED THREE THOUSAND EIGHTY FOUR DOLLARS AND EIGHTY CENTS (\$1,103,084.80) FROM BOZARD FORD, DOBBS EQUIPMENT, SBL FREIGHTLINER AND CONTAINER SYSTEMS WITHOUT COMPETITIVE BIDDING AND WITHOUT ADVERTISEMENT FOR BIDS, BY UTILIZING THE PRICING UNDER THE FLORIDA SHERIFFS ASSOCIATION (“FSA”) CONTRACTS FSA25-VEH23.0, FSA25-VEL33.0 AND FSA23-EQU21.1 RESPECTIVELY, AND TO EXCEED THE ANNUAL SINGLE VENDOR THRESHOLD OF FIFTY THOUSAND DOLLARS (\$50,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (Public Services)

Approved under consent agenda.

8.5 RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING A BUDGET TRANSFER/FUNDING RECONCILIATION AND ALLOCATION OF STORMWATER MANAGEMENT FUNDS IN THE AMOUNT OF FIVE HUNDRED SEVENTY-SEVEN THOUSAND EIGHT HUNDRED FIFTY-TWO DOLLARS AND THIRTY-FIVE CENTS (\$577,852.35) FOR THE SOUTHEAST DRAINAGE PROJECT – PHASE 1; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (Public Services)

Approved under consent agenda.

8.6 RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO PURCHASE SODIUM HYPOCHLORITE FROM ALLIED UNIVERSAL CORP. UNDER THE CITY OF FORT LAUDERDALE CONTRACT ITB NO. 519-2, THROUGH THE SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE PURCHASING GROUP, WHICH PRICING IS VALID THROUGH NOVEMBER 29, 2027, AND TO EXCEED THE ANNUAL VENDOR TOTAL AMOUNT OF FIFTY THOUSAND DOLLARS (\$50,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (Public Services)

Approved under consent.

8.7 RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, ADOPTING THE CITY'S 2025 WATERSHED MASTER PLAN; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (Community Development)

Approved under consent.

8.8 RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF DANIA BEACH AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE SW 34th TERRACE DRAINAGE I PROJECT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (Public Services)

Approved under consent.

8.9 RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING A FIRST AMENDMENT TO THE POOL OPERATIONS AND LIFEGUARD SERVICES AGREEMENT AWARDED TO ONE STOP AQUATIC SAFETY, LLC, VIA RESOLUTION NO. 2025-011, IN THE AMOUNT OF FOUR HUNDRED FORTY-TWO THOUSAND EIGHT HUNDRED FOUR AND FIFTY CENT (\$442,804.50); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE (Parks and Recreation).

Approved under consent.

8.10 RESOLUTION NO. 2025-_____

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

Approved under consent.

8.11 RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN ENGAGEMENT LETTER WITH LEWIS LONGMAN WALKER TO PROVIDE SERVICES TO THE CITY RELATED TO PENSION MATTERS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (City Attorney)

Approved under consent.

8.12 RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING ADDITIONAL SERVICES FROM CRAVEN THOMPSON AND ASSOCIATES FOR PROFESSIONAL ARCHITECTURAL AND PROJECT MANAGEMENT SERVICES RELATED TO THE BUILDING DEPARTMENT RENOVATION PROJECT, AND AUTHORIZING THE EXPENDITURE OF FUNDS BY VARIOUS CITY DEPARTMENTS FOR SAID SERVICES IN THE AMOUNT OF NINETEEN THOUSAND NINE HUNDRED DOLLARS (\$19,900.00) TO BE; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.(Community Development)

Approved under consent.

8.13 RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, SEEKING AUTHORIZATION FOR APPROVAL OF CHANGE ORDER 01, IN THE AMOUNT OF EIGHTEEN THOUSAND NINE HUNDRED DOLLARS (\$18,900.00) AND TO EXCEED THE ANNUAL SINGLE VENDOR PURCHASING POLICY OF FIFTY THOUSAND DOLLARS (\$50,000.00) FOR ELEVATED FACILITY SERVICES; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (Public Services)

Approved under consent.

8.14 RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, URGING THE FLORIDA LEGISLATURE TO REJECT HOUSE BILL 145, RELATING TO INCREASING LIABILITY AGAINST LOCAL GOVERNMENT AS IT WOULD ENCOURAGE INCREASED LAWSUIT PAYOUTS, WHICH WOULD MEAN TAXPAYERS WILL ULTIMATELY FOOT THE BILL; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (Sponsored by Commissioner Lewellen, Sponsored by Commissioner Rimoli)

Approved under consent.

8.15 RESOLUTION NO. 2025-_____

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

Approved under consent.

8.16 RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A CORRECTED PREVIOUSLY APPROVED AGREEMENT WITH HAWKINS WATER TREATMENT GROUP, INC. (D/B/A HAWKINS INC.) RELATING TO THE CITY'S INVITATION TO BID ("ITB") NO. 25-021 ENTITLED, "BULK CHEMICAL PURCHASES FOR WATER PLANT", WHICH CORRECTION IS RELATING TO THE TERM OF THE AGREEMENT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (Public Services)

Approved under consent.

8.17 RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING RESOLUTION NO. 2024-154, TO INCREASE THE NOT TO EXCEED AMOUNT TO ONE HUNDRED TWELVE THOUSAND SIX HUNDRED THIRTY SIX DOLLARS AND TWENTY CENTS (\$112,639.20) TO PAY FOR FINAL FISCAL YEAR 2024-25 INVOICE FROM BEACH RAKER, LLC., FOR SERVICES RENDERED IN SEPTEMBER 2025; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (Parks and Recreation)

Approved under consent.

8.18 RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, TO EXTEND THE TOLLING OF THE STATUTE OF LIMITATIONS PERIOD IN THE MATTER RELATING TO THE LARGE USER AGREEMENT ENTERED INTO BETWEEN THE CITY OF DANIA BEACH AND THE CITY OF HOLLYWOOD AND THE ASSOCIATED CLAIMS FOUND IN THE LITIGATION FILED BY THE CITY OF PEMBROKE PINES AGAINST THE CITY OF HOLLYWOOD, UNDER CASE NO.: CACE 18-015330; AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A TOLLING AGREEMENT TO PRESERVE THE CITY'S STATUTE OF LIMITATIONS CLAIM THROUGH JANUARY 21, 2026; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE (City Attorney)

Approved under consent.

8.19 RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING AN AGREEMENT TO REIMBURSE THE BROWARD COUNTY TAX COLLECTOR FOR ADMINISTRATIVE AND ACTUAL COSTS INCURRED AS A RESULT OF THE USE OF THE UNIFORM METHOD OF LEVY, COLLECTION AND ENFORCEMENT OF NON-AD VALOREM SPECIAL ASSESSMENTS. (Finance)

Approved under consent.

8.20 Use of City Logo – Tamara James Foundation Thanksgiving Turkey Drive

Approved under consent.

8.21 Request for Use of Discretionary Funds - D5K Fit & Fun Walking Club – Sponsored by Mayor Davis

Approved under consent.

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 PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH CALVIN, GIORDANO AND ASSOCIATES FOR DESIGN SERVICES RELATED TO IMPROVEMENTS AT CHESTER BYRD PARK AS DESCRIBED IN THE CITY’S REQUEST FOR QUALIFICATIONS (“RFQ”) NO. 25-014, IN THE AMOUNT OF ONE HUNDRED FIFTEEN THOUSAND TWO HUNDRED TWENTY-TWO AND FIFTY CENTS (\$115,222.50) AND TO EXCEED THE ANNUAL VENDOR THRESHOLD OF FIFTY THOUSAND DOLLARS (\$50,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE, (Parks and Recreation)

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

Deputy Director of Parks and Recreation Anthony Ifedi introduced the item.

Commissioner Ryan made a motion to approve the item. The motion was seconded by Commissioner Lewellen 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 AWARD OF INVITATION TO BID NO. 25-020 “OCEAN PARK JANITORIAL SERVICE” AND TO ENTER INTO AN AGREEMENT WITH KLEEN-

TECH SERVICES, LLC; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (Public Services)

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

Director of Public Services Fernando Rodriguez introduced the item.

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

10.1 RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE SITE PLAN (SP-025-25) FOR NEW RESTROOM FACILITIES AND STORAGE FACILITY FOR THE OCEAN PARK PROPERTY OWNED BY THE CITY OF DANIA BEACH, LOCATED AT 45-320 N BEACH ROAD, IN THE CITY OF DANIA BEACH; PROVIDING FOR CONDITIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (Community Development)

City Attorney Boutsis read the title of the resolution into the record and swore in anyone wishing to speak or testify on the item.

Planning and Zoning Manager Viviana Batista introduced the item.

Vice Mayor Salvino made a motion to approve the item. The motion was seconded by Commissioner Lewellen which carried 4-0 on roll call vote with Commissioner Rimoli absent for the vote.

10.2 RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF DANIA BEACH, FLORIDA, APPROVING THE REQUEST FOR A WAIVER (OT-032-25) FROM THE ONE THOUSAND (1,000) FOOT DISTANCE SEPARATION REQUIREMENT PERTAINING TO THE SALE OF ALCOHOLIC BEVERAGES, SUBMITTED BY THE APPLICANT, RUBEN NUNEZ OF SPIRITS CELLAR CORP, FOR THE PROPERTY LOCATED AT 13 S FEDERAL HIGHWAY, WITHIN THE CITY OF DANIA BEACH, FLORIDA, PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (Community Development)

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

Deputy Director of Community Development, Corinne Lajoie introduced the item.

Mayor Davis opened the floor to public hearing and seeing none, public hearing was closed.

Commissioner Rimoli questioned if they could have catered food or if it must have a kitchen or a heating source and Deputy Director Lajoie responded that they would like to see that a menu is provided but they are flexible.

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

10.3 RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE SITE PLAN MODIFICATION (SP-099-17MOD) TO REMOVE THE POOL, OTHER MINOR SITE AND LANDSCAPE CHANGES; AND A VARIANCE REQUEST (VA-24-25) TO ALLOW AN ACCESSORY DOCK TO EXTEND 7'-9" INTO THE WATERWAY WHERE THE LIMIT IS TEN (10) PERCENT OF THE WIDTH OF THE WATERWAY (6.0'); AS SUBMITTED BY THE APPLICANT, INBI HOLDINGS, LLC, FOR THE PROPERTIES LOCATED AT 4632-4648 SW 32 AVENUE IN THE CITY OF DANIA BEACH, FLORIDA; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (Community Development)

This item was taken after item 8.

City Attorney Boutsis read the title of the resolution into the record and swore in anyone wishing to speak or testify on the item. She asked for any disclosures from the Commission and there were none.

Deputy Director of Community Development, Corinne Lajoie introduced the item.

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

- Alessandra Bloir – 3080 SW 46th Ct.
- William Buckner – 4601SW 30th Way

Joe Caruso, owner of the development, Dania Beach H2O, addressed concerns and indicated that the seawall is not being moved. He explained that when the pilings were put in, there was a 12-inch encroachment into the 60-foot right-of-way. They are asking for approval based upon the 12-inch encroachment.

Guiseppe Perino, 4680 SW 32nd Avenue, stated that their priority is to keep compliance and ensure that they have a safe, functional, consistent dock with all community standards and they welcome further conversations with any of their neighbors.

Commissioner Lewellen advised that she did not realize what the item was initially and disclosed that she attended the community meeting that the applicant held but does not recall significant discussion about the dock.

Discussion ensued regarding the variance request and how the encroachment occurred, its impact on navigability, and whether it posed problems for neighboring property owners whose boundaries extend into the water. The applicant explained the slips were designed for boats up to

about 30 feet, docked parallel to the seawall to minimize obstruction. Concerns were raised about larger boats and enforcement of conditions.

Commissioner Ryan made a motion to approve the item with the amendment to include language that the applicant only allow parallel parking on the dock. The motion was seconded by Commissioner Lewellen which carried 5-0 on roll call vote.

11. FIRST READING ORDINANCES

11.1 ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, PURSUANT TO SECTION 22-7A, OF THE CITY'S CODE OF ORDINANCES, AUTHORIZING CO-DESIGNATION OF A PORTION OF SW 26TH TERRACE BETWEEN STATE ROAD 84 AND SW 36TH STREET TO BE KNOWN AS "SW 26TH TERRACE/PBA MEMORIAL WAY", AFTER HOLDING TWO PUBLIC HEARINGS, AND AFTER A 4/5 VOTE OF THE ENTIRE COMMISSION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; CODIFICATION; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (Community Development)

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

Deputy Director of Community Development Corinne Lajoie introduced the item.

Mayor Davis opened the floor to public hearing and seeing none, public hearing was closed.

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

12. SECOND READING ORDINANCES

None.

13. DISCUSSION AND POSSIBLE ACTION

13.1 Request for Support for Dania Beach Historical Society and Museum Inc. - Community Holiday Event – St. Lucia - December 13, 2025 – Sponsored by Mayor Davis

Historical Society President Joanna Granett introduced the item and noted that they are amending the request to \$5,000 for the event.

Commissioner Lewellen asked how many people they are anticipating and Ms. Granett responded they are basing it on 100 people. Commissioner Lewellen offered to donate artificial trees and lights that she has in storage.

Vice Mayor Salvino commented that being the first event and not knowing what the turnout would be, he would be more in favor of a smaller amount. He clarified that he supports the idea

but urges a scaled-down approach this year, funded mainly by donations and volunteers, rather than a large city-funded budget.

Acting City Manager Sosa-Cruz spoke about the Community Grant Fund and Chief Financial Officer Yeimy Guzman explained the different options and requirements.

Mayor Davis recommended each Commissioner donate \$1,000.00 from their individual contingency funds.

Commissioner Lewellen suggested different fundraising strategies or voluntary donations for the event and expressed relief that the proposed budget was reduced.

Commissioner Ryan and Mayor Davis conferred whether this was community grant funding or funding from their contingency accounts. It was determined the funds will come from the individual commission contingency accounts.

Commissioner Ryan noted the city invested a lot of money to renew the Nyberg Swanson House and this event would be the perfect opportunity to bring more attention to the property. Mayor Davis agreed with Commissioner Ryan's sentiments.

Commissioner Rimoli noted this is the city's house and questioned why the city would not be more involved in decorating their house. Acting City Manager Sosa-Cruz explained that this was not previously budgeted for.

Commissioner Ryan made a motion to approve the request for \$5,000.00 from their individual commission contingency accounts at \$1000.00 each. Commissioner Rimoli seconded the motion which carried unanimously.

Commissioner Rimoli stated his company, Staged Right Events, is happy to donate as well and Vice Mayor Salvino offered to assist with a raffle.

13.2 Request for Support of the Friends of the Dania Beach Paul DeMaio Library – Sponsored by Commissioner Ryan

Linda Wilson introduced the item and explained they are requesting a donation of \$10,000.00 to assist with programs throughout the year.

Commissioner Ryan provided the history of the Dania Beach Library and Paul DeMaio.

Chief Financial Officer, Yeimy Guzman explained that the request is to utilize funds from the discretionary funding from each Commissioner.

Mayor Davis asked if there is an option for it to come from the Community Grant Funds.

Ms. Wilson explained that the application was overwhelming, and she does not believe they could provide all the backup that the application is requesting.

Commissioner Lewellen explained why the Community Grant Funding application is appropriate and suggested the Commission fund ½ the amount now and they come back later for the additional funding.

Chief Financial Officer Guzman informed the Commission that the Community Grant Funding program is currently open and is closing November 30th.

The Commission agreed to each give \$1,000.00 from their Commission contingency accounts and Ms. Wilson shall apply for the community grants program for the remaining funding.

14. APPOINTMENTS

- 14.1 - Dania Beach Housing Authority Board - 1 vacancy - Mayor Davis
- Public Art Advisory Board - 1 vacancy - Commission

There was Commission consensus to appoint Monty Hall to the Dania Beach Housing Authority Board.

The appointment to the Public Art Advisory Board was deferred to the next meeting.

City Clerk Riera advised the Commission of a recent vacancy to the Marine Advisory Board. The vacancy will be placed on the next agenda for Vice Mayor Salvino to appoint a new member.

15. COMMISSION COMMENTS

15.1 Commissioner Lewellen

Commissioner Lewellen spoke about Veterans Day, highlighting the new mural, and expressing gratitude to Deputy City Manager Sosa-Cruz for both his inspiring presentation and his service to the country. She noted that the recent Dania After Dark was the largest the city has had to date and said everyone had a great time noting it is getting bigger and better each time. She remarked that it will be beneficial when the event is extended to Sterling Road to allow for more space and activities. She recognized Deputy City Manager Sosa-Cruz for his excellent work in managing recent events and stepping up during such a busy time and thanked him for a job well done.

15.2 Commissioner Rimoli

Commissioner Rimoli thanked Commissioner Lewellen for saying everything he wanted to say. He wished everyone a wonderful evening.

15.3 Commissioner Ryan

Commissioner Ryan spoke about the Veterans Day celebration and encouraged the residents to come out and see the Waves of Freedom mural on the south side of city hall. He recognized the Improvement Committee and all that they have done for the city; he looks forward to them being added to the city's service sign. He reported attending the Port Bypass Project event at Von Mizell-Johnson State Park, explaining that the new system will collect sand on the north side of

the port and transport it back to local beaches, allowing beach renourishment every two years. He announced that the damaged buoy on State Road 84 is finally being repaired and will feature a Dania Beach sign. He thanked staff and wished everyone a Happy Thanksgiving.

15.4 Vice-Mayor Salvino

Vice Mayor Salvino wished everyone a Happy Thanksgiving and encouraged everyone to spend as much time with family as they can. He expressed appreciation to the Commission for their efforts in attending community events and bringing the information back to residents.

15.5 Mayor Davis

Mayor Davis commented that the Veterans Park mural was lit up tonight and looks amazing. She thanked all involved, including Deputy City Manager Sosa-Cruz who shared a personal story during the celebration at City Hall. She thanked Cassi for her assistance during Dania After Dark and commended the entire team and BSO for maintaining safety while so many people were present. She thanked everyone for their work on her first State of the City address, noting the positive feedback and again congratulating all honorees. She congratulated Jerry Hadley for being named Dania Beach Pioneer of the Year by the Historical Society. She expressed her gratitude to everyone, encouraged spending time with family during the holiday season, and announced that she will attend the National League of Cities conference in Utah to represent Dania Beach.

16. ADJOURNMENT

Mayor Davis adjourned the meeting at 10:06 p.m.

ATTEST:

CITY OF DANIA BEACH

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

Approved:

December 9, 2025



City of Dania Beach Public Services Memorandum

DATE: 12/9/2025

TO: Mayor and Commissioners

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

VIA: Fernando J. Rodriguez, Public Services Director
Sean Schutten, P.E., Public Services Deputy Director/City Engineer

**SUBJECT: AUTHORIZATION TO EXECUTE A FLORIDA DIVISION
OF EMERGENCY MANAGEMENT GRANT AGREEMENT ON BEHALF
OF DEPARTMENT OF HOMELAND SECURITY FOR THE PLANNING
AND DESIGN OF AN EMERGENCY OPERATION CENTER**

Request:

The Public Services Department (PSD) requests authorization to enter into a grant agreement with the Florida Division of Emergency Management (FDEM) on behalf of the Department of Homeland Security (DHS) for the planning and design of an Emergency Operations Center (EOC).

Background:

The City of Dania Beach has identified the need for a new Emergency Operations Center to replace existing facilities that no longer meet operational requirements. The proposed facility will serve as the City's Emergency Operation Center.

Through the Fiscal Year 2024 Emergency Operations Center Grant Program Notice of Funding Opportunity (NOFO), DHS has allocated funds to support the planning and design of a new EOC facility. FDEM, serving as the pass-through entity, has prepared a Federally-Funded Subaward and Grant Agreement (Contract No. R1286) for the City of Dania Beach as Subrecipient.

Under this agreement, federal funds will support architectural and engineering planning and design services, site survey and geotechnical work (if needed), necessary regulatory reviews and permit fees, and related professional services necessary to deliver bid-ready construction documents for a future EOC.

City Administration supports this project and seeks authorization to execute the grant agreement with FDEM on behalf of DHS.

Budgetary Impact

The total planning and design project cost is \$849,593.00, funded as follows:

- Federal Share (DHS via FDEM, 75%): \$637,195.00
- Local Cost Share (City Match, 25%): \$212,398.00

Execution of the grant agreement does not by itself require a new budget appropriation; however, the City is responsible for providing the required 25% local cost share. This share will be allocated from the Fire Rescue Emergency Operations & Administration Account No. 301-22-04-522-63-10.

Recommendation

PSD recommends approval to enter the grant agreement with FDEM on behalf of DHS for the planning and design for the construction of a new EOC.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A GRANT AGREEMENT IN THE AMOUNT OF SIX HUNDRED THIRTY-SEVEN THOUSAND ONE HUNDRED NINTEY-FIVE DOLLARS (\$637,195.00) BETWEEN THE CITY OF DANIA BEACH AND THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT, ON BEHALF OF THE U.S. DEPARTMENT OF HOMELAND SECURITY, FOR THE PLANNING AND DESIGN FOR CONSTRUCTION OF THE CITY'S EMERGENCY OPERATIONS CENTER PROJECT; AND TO EXCEED THE ANNUAL VENDOR TOTAL AMOUNT OF FIFTY THOUSAND DOLLARS (\$50,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dania Beach has identified the need for a new Emergency Operations Center and Training Facility ("Project") to replace existing structures that cannot be rehabilitated to meet current or projected operational requirements; and

WHEREAS, through the Fiscal Year 2024 Emergency Operations Center Grant Program Notice of Funding Opportunity (NOFO), the U.S. Department of Homeland Security (DHS) allocated funding to support the planning and design for construction of a new Emergency Operations Center (EOC); and

WHEREAS, the Florida Division of Emergency Management (FDEM), acting as the pass-through entity for DHS, has issued Federally Funded Subaward and Grant Agreement No. R1286 to the City of Dania Beach for planning and design services to support development of the EOC; and

WHEREAS, the total project cost for planning and design is Eight Hundred Forty-Nine Thousand Five Hundred Ninety-Three Dollars (\$849,593.00), of which Six Hundred Thirty-Seven Thousand One Hundred Ninety-Five Dollars (\$637,195.00) represents the federal share (75%), and Two Hundred Twelve Thousand Three Hundred Ninety-Eight Dollars (\$212,398.00) represents the City's required local cost share (25%); and

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

WHEREAS, City Administration supports the Project and recommends that the City accept the federal award and execute the Grant Agreement attached hereto as Exhibit “A”;

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

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

Section 2. That the City Commission authorize the proper City officials to accept and execute a Grant Agreement between the City of Dania Beach and the Florida Division of Emergency Management, on behalf of the U.S. Department of Homeland Security, for the planning and design for construction of the new Emergency Operations Center (EOC) project, substantially in the form attached hereto as Exhibit “A.”

Section 3. That the City Manager and City Attorney are authorized to make minor revisions to the Agreement which are deemed necessary and proper and in the best interest of the City, which shall include amendments extending the agreement period.

Section 4. That the required 25% local cost share in the amount of Two Hundred Twelve Thousand Three Hundred Ninety-Eight Dollars (\$212,398.00) shall be appropriated from Fire Rescue Emergency Operations & Administration Account No. 301-22-04-522-63-10., and that this amount may be exceeded if necessary to fund additional design services in the event the total planning and design cost exceeds Eight Hundred Forty-Nine Thousand Five Hundred Ninety-Three Dollars (\$849,593.00).

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 after passage.

SIGNATURES ON THE FOLLOWING PAGE

PASSED AND ADOPTED on _____, 2025.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous__

Yes No

Commissioner Lori Lewellen _____

Commissioner Luis Rimoli _____

Commissioner Archibald J. Ryan IV _____

Vice Mayor Marco Salvino _____

Mayor Joyce L. Davis _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

Contract Number: R1286

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.1 states that a “subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.”

As defined by 2 C.F.R. §200.1, “pass-through entity” means “a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.1, “Subrecipient” means “an entity, usually but not limited to non-Federal entities, that receives a subaward from a pass-through entity to carry out part of a Federal award.”

As defined by 2 C.F.R. §200.1, “Federal award” means “Federal financial assistance that a recipient receives directly from a Federal awarding agency or indirectly from a pass-through entity.”

As defined by 2 C.F.R. §200.1, “subaward” means “an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity.”

The following information is provided pursuant to 2 C.F.R. §200.331(a)(1):

Subrecipient's name:	<u>Dania Beach, Florida</u>
Subrecipient's unique entity identifier:	<u>U56KXBHZUBK9</u>
Federal Award Identification Number (FAIN):	<u>EMA-2024-EO-05017</u>
Federal Award Date:	<u>09/01/2024-08/31/2027</u>
Subaward Period of Performance Start and End Date:	<u>09/01/2024-08/31/2027</u>
Amount of Federal Funds Obligated by this Agreement:	<u>\$637,195.00</u>
Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity to include this Agreement:	<u>\$637,195.00</u>
Total Amount of the Federal Award committed to the Subrecipient by the pass-through entity:	<u>\$637,195.00</u>
Project Cost-Share Amount	<u>\$212,398.00</u>
Federal award project description (see FFATA):	<u>Emergency Operations Center Grant</u> <u>Program</u>
Name of Federal awarding agency:	<u>U.S Department of Homeland Security</u>
Name of pass-through entity:	<u>Florida Division of Emergency</u> <u>Management</u>

Contact information for the pass-through entity:

Florida Division of Emergency

Management

2555 Shumard Oak Blvd

Tallahassee, FL

32399

850-413-9969

Catalog of Federal Domestic Assistance (CFDA) Number and Name:

97.052 Emergency Operations

Center Grant Program

Whether the award is R&D:

N/A

Indirect cost rate for the Federal award:

N/A

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and Dania Beach, Florida (hereinafter referred to as the "Subrecipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Subrecipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Subrecipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Subrecipient upon the terms and conditions outlined below; and

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Subrecipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's funds."

Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Subrecipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. As required by Section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Subrecipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Subrecipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Subrecipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Subrecipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Subrecipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Subrecipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Subrecipient performance; and,
- ii. Review and document all deliverables for which the Subrecipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Leonardo Washington
2555 Shumard Oak Blvd
Tallahassee, FL 32399
Telephone: 850-296-5996

Email: Leonardo.Washington@em.myflorida.com

c. The name and address of the Representative of the Subrecipient responsible for the administration of this Agreement is:

Sean Schutten
1201 Stirling Road
Dania Beach, FL 33004
Telephone: 954-947-3610 ex 3660
Email: SSchutten@daniabeachfl.gov

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Subrecipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT

This Agreement shall begin upon **September 1, 2024**, and shall end on **August 31, 2027**, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.1, the term "period of agreement" refers to "the total estimated time interval" between the start of this initial Agreement and the planned end date. In accordance with section 215.971(1)(d), Florida Statutes, the Subrecipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(9) FUNDING

- a. This is a cost-reimbursement Agreement, subject to the availability of funds.
- b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.
- c. The Division will reimburse the Subrecipient only for allowable costs incurred by the Subrecipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **\$637,195.00**.
- d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Subrecipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

e. The Division will review any request for reimbursement by comparing the documentation provided by the Subrecipient against a performance measure, outlined in Attachment A, that clearly delineates:

- i. The required minimum acceptable level of service to be performed; and,
- ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a “performance goal”, which is defined in 2 C.F.R. §200.1 as “a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared.” It also remains consistent with the requirement, contained in 2 C.F.R. §200.301, that “performance measurement progress must be both measured and reported.”

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Subrecipient for overtime expenses in accordance with 2 C.F.R. §200.430 (“Compensation—personal services”) and 2 C.F.R. §200.431 (“Compensation—fringe benefits”). If the Subrecipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (*see* 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as “allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages.” Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Subrecipient-employee agreement, or an established policy of the Subrecipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- i. They are provided under established written leave policies;
- ii. The costs are equitably allocated to all related activities, including Federal awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Subrecipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Subrecipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Subrecipient must provide documentation that:

i. The costs are reasonable and do not exceed charges normally allowed by the Subrecipient in its regular operations as a result of the Subrecipient’s written travel policy; and,

ii. Participation of the individual in the travel is necessary to the Federal award.

i. The Division's Grant Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Subrecipient.

j. As defined by 2 C.F.R. §200.1, the term "improper payment" means or includes any payment that should not have been made or that was made in an incorrect amount under statutory, contractual, administrative, or other legally applicable requirements. This includes overpayments or underpayments that are made to eligible recipients (including inappropriate denials of payment or service, any payment that does not account for credit for applicable discounts, payments that are for an incorrect amount, and duplicate payments). An "improper payment" also includes any payment that was made to an ineligible recipient or for an ineligible good or service, or payments for goods and services not received (except for such payments authorized by law).

(10) RECORDS

a. As required by 2 C.F.R. §200.337, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Subrecipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Subrecipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.334, the Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Subrecipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Subrecipient.

v. Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.335, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Subrecipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.336, the Division must always provide or accept paper versions of Agreement information to and from the Subrecipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303(e), the Subrecipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Subrecipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the

Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Subrecipient based upon the funds provided under this Agreement, the meetings of the Subrecipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law (Chapter 119, Florida Statutes).

i. The Subrecipient shall maintain all records for the Subrecipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

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

a. The Subrecipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Subrecipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.1, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Subrecipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.1, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Subrecipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Subrecipient of such non-compliance.

e. The Subrecipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Subrecipient's fiscal year.

f. The Subrecipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Subrecipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

g. The Subrecipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

<http://harvester.census.gov/fac/collect/ddeindex.html>

h. The Subrecipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

(12) REPORTS

a. Consistent with 2 C.F.R. §200.329(b), the Subrecipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Subrecipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than 30 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

c. The close-out report is due 60 days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Subrecipient shall provide additional program updates or information that may be required by the Division.

f. The Subrecipient shall provide additional reports and information identified in Attachment D.

(13) MONITORING

a. The Subrecipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the Division to the Subrecipient regarding such audit. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Subrecipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Subrecipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Subrecipient is solely responsible to parties it deals with in carrying out the terms of this Agreement; as authorized by section 768.28(19), Florida Statutes, Subrecipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Subrecipient agrees that it is not an employee or agent of the Division but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Subrecipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Subrecipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT.

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

a. Any warranty or representation made by the Subrecipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Subrecipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Subrecipient at any time during the term of this Agreement, and the Subrecipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete, or insufficient information; or,

d. The Subrecipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES.

If an Event of Default occurs, then the Division shall, after thirty calendar days written notice to the Subrecipient and upon the Subrecipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Subrecipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Subrecipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Subrecipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. Advise the Subrecipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Subrecipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Subrecipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other Default by the Subrecipient.

(17) TERMINATION.

a. The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Subrecipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Subrecipient with thirty calendar days prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Subrecipient will not incur new obligations for the terminated portion of the Agreement after the Subrecipient has received the notification

of termination. The Subrecipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Subrecipient shall not be relieved of liability to the Division because of any breach of Agreement by the Subrecipient. The Division may, to the extent authorized by law, withhold payments to the Subrecipient for the purpose of set-off until the exact amount of damages due the Division from the Subrecipient is determined.

(18) PROCUREMENT

a. The Subrecipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards”).

b. As required by 2 C.F.R. §200.318(i), the Subrecipient shall “maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: Rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.”

c. As required by 2 C.F.R. §200.318(b), the Subrecipient shall “maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.” In order to demonstrate compliance with this requirement, the Subrecipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a)(1) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(a)(2), if the Subrecipient chooses to subcontract any of the work required under this Agreement, then the Subrecipient shall forward to the Division a copy of any solicitation (whether competitive or non-competitive) at least fifteen (15) days prior to the publication or communication of the solicitation. The Division shall review the solicitation and provide comments, if any, to the Subrecipient within three (3) business days. Consistent with 2 C.F.R. §200.325, the Division will review the solicitation for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Subrecipient. While the Subrecipient does not need the approval of the Division in order to publish a competitive solicitation, this review may allow the Division to identify deficiencies in the vendor requirements or in the commodity or service specifications. The Division’s review and comments shall not constitute an approval of the solicitation. Regardless of the Division’s review, the Subrecipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Subrecipient as quickly as possible within the three (3) business day window outlined above. If the Subrecipient publishes a competitive solicitation after receiving comments from the Division that the solicitation is deficient, then the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; and,

ii. Refuse to reimburse the Subrecipient for any costs associated with that solicitation.

e. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a)(1) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(a)(2), if the Subrecipient chooses to subcontract any of the work required under this Agreement, then the Subrecipient shall forward to the Division a copy of any contemplated contract prior to contract execution. The Division shall review the unexecuted contract and provide comments, if any, to the Subrecipient within three (3) business days. Consistent with 2 C.F.R. §200.325, the Division will review the unexecuted contract for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Subrecipient. While the Subrecipient does not need the approval of the Division in order to execute a subcontract, this review may allow the Division to identify deficiencies in the terms and conditions of the subcontract as well as deficiencies in the procurement process that led to the subcontract. The Division's review and comments shall not constitute an approval of the subcontract. Regardless of the Division's review, the Subrecipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Subrecipient as quickly as possible within the three (3) business day window outlined above. If the Subrecipient executes a subcontract after receiving a communication from the Division that the subcontract is non-compliant, then the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; and,

ii. Refuse to reimburse the Subrecipient for any costs associated with that subcontract.

f. The Subrecipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Subrecipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

g. As required by 2 C.F.R. §200.318(c)(1), the Subrecipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."

h. As required by 2 C.F.R. §200.319(a), the Subrecipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Subrecipient shall not:

i. Place unreasonable requirements on firms in order for them to qualify to do business;

ii. Require unnecessary experience or excessive bonding;

iii. Use noncompetitive pricing practices between firms or between affiliated companies;

iv. Execute noncompetitive contracts to consultants that are on retainer contracts;

v. Authorize, condone, or ignore organizational conflicts of interest;

vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

i. "[E]xcept in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Subrecipient, as required by 2 C.F.R. §200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.

j. The Subrecipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(b)(1) as well as section 287.057(1)(a), Florida Statutes.

k. The Subrecipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(b)(2) as well as section 287.057(1)(b), Florida Statutes.

l. For each subcontract, the Subrecipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Florida Statutes. Additionally, the Subrecipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

(19) ATTACHMENTS

- a. All attachments to this Agreement are incorporated as if set out fully.
- b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- c. This Agreement has the following attachments:

- i. Exhibit 1 - Funding Sources
- ii. Attachment A – Budget and Scope of Work
- iii. Attachment B – Program Statutes and Regulations
- iv. Attachment C – Justification of Advance Payment
- v. Attachment D – Warranties and Representations
- vi. Attachment E – Certification Regarding Debarment
- vii. Attachment F – Byrd Anti-Lobbying Amendment Required Certification
- viii. Attachment G – Statement of Assurances
- ix. Attachment H – Mandatory Contract Provisions

(20) PAYMENTS

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division Grant Manager as part of the Subrecipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Subrecipient shall submit its closeout report within thirty days of receiving notice from the Division.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

b. In accordance with Section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Subrecipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Subrecipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Subrecipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Subrecipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Subrecipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Subrecipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining,

attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. If the Subrecipient is unable to certify to any of the statements in this certification, then the Subrecipient shall attach an explanation to this Agreement.

h. In addition, the Subrecipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment G) for each intended subcontractor which Subrecipient plans to fund under this Agreement. The form must be received by the Division before the Subrecipient enters into a contract with any subcontractor.

i. The Division reserves the right to unilaterally cancel this Agreement if the Subrecipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Subrecipient created or received under this Agreement.

j. If the Subrecipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

k. The State of Florida will not intentionally award publicly funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Subrecipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

l. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

m. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the

Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

n. If applicable, pursuant to Section 255.0993, Florida Statutes, the Contractor shall ensure that any iron or steel product, as defined in section 255.0993(1)(b), Florida Statutes, that is permanently incorporated in the deliverable(s) resulting from this project, must be produced in the United States.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Subrecipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Subrecipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person

who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUBRECIPIENT TO THE STATE OF FLORIDA.

a. If the Subrecipient has a pre-existing patent or copyright, the Subrecipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Subrecipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Subrecipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Subrecipient to the State of Florida.

c. Within thirty days of execution of this Agreement, the Subrecipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Subrecipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Subrecipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Subrecipient shall become the sole property of the Subrecipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Subrecipient, under this Agreement, for Florida government purposes.

e. To the extent the agreement is a "funding agreement", per 37 C.F.R. 401.2(a), the Subrecipient agrees to comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements, and any implementing regulations issued by FEMA.

(25) LEGAL AUTHORIZATION

The Subrecipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Subrecipient also certifies that the undersigned person has the authority to legally execute and bind Subrecipient to the terms of this Agreement.

(26) EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Subrecipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

iv. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

b. The Subrecipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The Subrecipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The Subrecipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Subrecipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole

or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Subrecipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Subrecipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Subrecipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

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

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Subrecipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

The following provisions apply to any contract with the Subrecipient. In addition, the Subrecipient hereby agrees that it will incorporate or cause to be incorporated these provisions, in full, in any subcontracts:

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or

involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

For contracts that are only subject to the Contract Work Hours and Safety Standards Act and not subject to the other statutes in 29 CFR § 5.1, the following provisions also apply and must be included in any subcontracts:

- (1) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security

number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

- (2) Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job."

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

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

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA). Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance from FEMA.

(30) SUSPENSION AND DEBARMENT

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

- i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31) BYRD ANTI-LOBBYING AMENDMENT

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

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

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Subrecipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Subrecipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Subrecipient must take; the requirements do not preclude the Subrecipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Subrecipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33) PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial

or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing—

i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

i. Covered telecommunications equipment or services that are not used as a substantial or essential component of any system and are not used as critical technology of any system.

- ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting Requirement

- (1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- (2) The contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
 - i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - ii. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

(34) DOMESTIC PREFERENCE FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials

produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(35) PROCUREMENT OF RECOVERED MATERIALS

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired by one or more of the following: Competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

(36) PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

(37) NO OBLIGATION BY FEDERAL GOVERNMENT

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from this contract.

(38) SEAL, LOGO, AND FLAGS

The Contractor shall not use any state or federal agency seal(s), logo(s), crest(s), or reproductions of flags or likeness of the Division or any state or federal agency without specific pre-approval.

(39) ASSURANCES.

The Subrecipient shall comply with any Statement of Assurances incorporated as Attachment I.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUBRECIPIENT:

Dania Beach, Florida

By: _____

Name: _____

Title: _____

Date: _____

FID# _____

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: **Kevin Guthrie, Director, or Ian Guidicelli, Response Bureau Chief,
as Authorized Representative.**

Date: _____

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUBRECIPIENT UNDER THIS AGREEMENT:

Federal Program

Federal agency: U.S Department of Homeland Security

Catalog of Federal Domestic Assistance title and number: Emergency Operations Center Grant Program 97.052

Award amount: \$637,195.00

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

Federal Program: DHS Emergency Operations Center Grant Program

List applicable compliance requirements as follows:

1. Sub-Recipient is to use funding to perform eligible activities as identified FY 2024 Department of Homeland Security EOC Grant Program Notice of Funding Opportunity.
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement or will not be in compliance with the terms of the Agreement.
3. Sub-Recipient must comply with specific laws, rules, or regulations that pertain to how the awarded resources must be used or how eligibility determinations are to be made.

Attachment A
Budget and Scope of Work

I. PROPOSED BUDGET:

<u>BUDGET INFORMATION - Construction Programs</u>			
<i>NOTE: Certain Federal assistance programs require additional computations to arrive at the Federal share of project costs eligible for participation. If such is the case, you will be notified.</i>			
<u>COST CLASSIFICATION</u>	<u>a. Total Cost</u>	<u>b. Costs Not Allowable for Participation</u>	<u>c. Total Allowable Costs (Columns a-b)</u>
<u>1. Administrative and legal expenses</u>			
	<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>
<u>2. Land, structures, rights-of-way, appraisals, etc.</u>			
	<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>
<u>3. Relocation expenses and payments</u>			
	<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>
<u>4. Architectural and engineering fees</u>			
	<u>\$849,593.00</u>	<u>\$</u>	<u>\$849,593.00</u>
<u>5. Other architectural and engineering fees</u>			
	<u>\$</u>	<u>\$</u>	<u>\$</u>
<u>6. Project inspection fees</u>			
	<u>\$</u>	<u>\$</u>	<u>\$</u>
<u>7. Site work</u>			
	<u>\$</u>	<u>\$</u>	<u>\$</u>
<u>8. Demolition and removal</u>			
	<u>\$</u>	<u>\$</u>	<u>\$</u>
<u>9. Construction</u>			
	<u>\$</u>	<u>\$</u>	<u>\$</u>
<u>10. Equipment</u>			
	<u>\$</u>	<u>\$</u>	<u>\$</u>
<u>11. Miscellaneous</u>			
	<u>\$</u>	<u>\$</u>	<u>\$</u>

12. SUBTOTAL <i>(sum of lines</i>			
<u>1-11)</u>	\$ 849,593.00	\$ 0.00	\$ 849,593.00
13. Contingencies			
	\$	\$	\$
14. SUBTOTAL			
	\$ 849,593.00	\$ 0.00	\$ 849,593.00
15. Project (program)			
<u>income</u>	\$	\$	\$
16. TOTAL PROJECT COSTS			
<u>(subtract #15 from #14)</u>	\$ 849,593.00	\$ 0.00	\$ 849,593.00
FEDERAL FUNDING			
<u>17. Federal assistance requested, calculate as follows:</u>			
<u>(Consult Federal agency for Federal percentage share.) Enter eligible costs from line 16c Multiply X 75 % Enter the resulting Federal share.</u>			\$ 637,194.75

II. BACKGROUND

The fiscal year (FY) 2024 Emergency Operations Center (EOC) Grant Program is intended to improve emergency management and preparedness capabilities by supporting flexible, sustainable, secure, strategically located, and fully interoperable EOCs with a focus on addressing identified deficiencies and needs. Fully capable emergency operations facilities at the state and local levels are an essential element of a comprehensive national emergency management system and are necessary to ensure continuity of operations and continuity of government in major disasters or emergencies caused by any hazard. Among the five basic homeland security missions noted in the DHS Strategic Plan, the EOC Grant Program supports the goal to Strengthen National Preparedness and Resilience.

As documented by the FY 2024 Emergency Operations Center Grant Program Notice of Funding Opportunity (NOFO), The Department of Homeland Security (DHS) has awarded \$637,195.00 of financial assistance funds for the design and construction of the “Dania Beach Emergency Operations Center”.

This project will enable Dania Beach to procure a licensed and qualified construction contractor to construct a new 6,500 square foot Emergency Operations Center. The EOC will be built to accommodate fire administration, fire prevention bureau, storage, and training space that will function as an emergency operations center. This building will house emergency operations such as fire administration, fire prevention, medical and fire training, technology hosting, and storage.

III. SCOPE OF WORK

A. Funds have been awarded to the Recipient for the planning and design of Dania Beach Emergency Operations Center. Per FY 2024 Emergency Operations Center Grant Program NOFO, allocated funds shall be used to complete design documents and site work on land designated for construction of a future new EOC.

The EOC shall be designed and constructed in accordance with the International Code Council's ICC/NSSA Standard for the Design and Construction of Storm Shelters (ICC 500-2014) or, where hurricane provisions are more stringent, the *2023 Florida Building Code, 8th Edition* (Risk Category IV, essential facility).

B. Reimbursable costs include: architectural and engineering planning and design services; site survey and soil testing (if locations is proposed or selected); necessary regulatory review and permit fees; peer reviews; and, costs associated with Leadership in Energy and Environmental Design (LEED) or Green Globes certification.

C. The designated EOC functional use spaces may be shared with other building functions or multi-purpose use during non-emergency conditions. However, such shared or multi-purpose use must not interfere with the emergency management mission of the EOC.

D. The EOC shall be designed as a permanently established facility with sufficient space to house people and equipment for daily routine and sustained continuous emergency operations.

E. The EOC shall be capable of withstanding wind loads in accordance with the hurricane provisions of ICC 500-2014. The minimum wind design shall include:

Design Wind Speed = 160 miles per hour (3 second gust)
Exposure Category = C

Wind Directionality Factor, $K_d = 1.00$

Planning and Design documents for the construction shall be titled "Dania Beach EOC."

Structural engineer of record shall include a statement in the construction documents certifying that to the best of their knowledge and belief the EOC was designed to withstand wind loads according to ICC 500-2014 and ASCE/SEI 7 (include publication year).

F. The EOC shall resist penetration by large windborne debris impact. At a minimum the EOC envelope (e.g., walls, windows, doors, louvers, roofs, skylights and hatches) shall meet the hurricane provisions of ICC 500-2014, or similar performance as approved by the Division. Impact-protective systems or products that meet 200 mile per hour or greater ICC 500-2014 tornado shelter design wind speed missile criteria are acceptable.

G. The minimum floor elevation of the EOC shall be modified from ICC 500-2014 in accordance with the following: the lowest floor used for the EOC shall be elevated to or above the higher of the elevations determined by 1. elevation above mean sea level corresponding to the maximum storm surge inundation, including coastal wave effects, for the proposed location plus 20 percent; 2. 100-year (one percent annual chance) base flood elevation plus three (3) feet; 3. 500-year (0.2 percent annual chance) flood elevation (if determined) plus two (2) feet; and, 4. elevation required by the AHJ for the proposed location. If a proposed location is not selected for the future EOC during the planning and design period of performance, the lowest floor elevation determination outlined in this Section shall be incorporated into the construction documents.

H. The critical support system functional period of the EOC shall be modified from ICC 500-2014 in accordance with the following: critical support systems shall be designed to remain functional at full emergency operations center occupant load for a minimum of 72 hours, Critical support systems shall not be solely reliant upon off-site services and utilities (e.g., water, natural gas fuel, electricity).

I. The Recipient shall prepare and submit an initial timeline and estimated reimbursement allocation schedule. Table SW-1, "Initial Timeline and Estimated Reimbursement Allocation Schedule" or other similar instrument may be used as approved by the Division.

IV. TASK PRODUCTS

A. Per Scope-of-Work Item III.I., Recipient shall prepare an initial timeline with key milestone activities/tasks schedule, including estimated start and end dates for each activity, and an estimate of state reimbursement request for each activity. Table SW-1 may be used to meet this deliverable.

B. Recipient shall submit copy of the local public advertisement(s) requesting design professional services; copies of pre-bid conference sign-in sheet(s) and agenda; copy of the list of respondents and their respective prices; and a copy of selected providers bid form(s).

C. The Recipient shall provide the Division with copies of pertinent regulatory reviews and permits, and the Architectural and Engineering Consultant's detailed schedule of work (e.g., Gantt Chart).

D. The Recipient shall provide for review by the Division one (1) copy each of: 1. Site survey (if applicable); 2. site master plan; 3. spatial needs assessment; and, 4. schematic design plan or preliminary design drawings. The spatial needs assessment and schematic design plan/preliminary design may be one document.

E. The Recipient shall provide one (1) set of substantially complete (approximately 90 percent) preliminary construction drawings and specifications for the EOC for review and comment by the

Division. The drawings shall include site survey information, landscaping, civil, architectural, structural, mechanical, plumbing, and electrical drawings.

F. The Recipient shall provide one (1) near bid-ready set of construction drawings, specifications and wind load and wind-borne debris impact product performance certifications (or test reports) for the EOC for review and comment by the Division. The construction drawings shall include site survey information, landscaping, civil, architectural, structural, mechanical, plumbing, and electrical drawings and be signed by the applicable registered or licensed design professional(s) of record.

G. The construction documents shall demonstrate that the EOC meets the requirements set forth in Scope of Work Sections III.C. through III.H. Failure to supply the required documentation, or disapproval of this documentation by the Division, shall result in denial or reduction of funds at the sole discretion of the Division.

H. Force protection and security measures shall be consistent with Reference Manual to Mitigate Potential Terrorist Attacks Against Buildings (FEMA 426), Crime Prevention Through Environmental Design (CPTED) or other federal or state recognized best-practices guidelines as approved by the Division.

I. The Recipient shall provide the Division with a copy of photographs of proposed future EOC site conditions (if selected); final bid-ready construction documents, to include drawings, specifications, bid documents, and opinion of probable cost with signature of designer(s) of record.

V. DELIVERABLES

Reimbursement for project costs shall be based on the percentage of completion of the project. Any request for reimbursement shall provide adequate and complete source documentation to support all costs related to the project. In some cases, the project may not be fully complete prior to requesting reimbursement of costs incurred toward completion of this scope-of-work; therefore, a partial reimbursement may be requested. For full or partial reimbursement requests, the Recipient shall include a sworn Affidavit or American Institute of Architects (AIA) forms G702 and G703, as required below.

A. Affidavit. The Recipient is required to submit an Affidavit signed by the Recipient's project personnel with each reimbursement request attesting to the following: the percentage of completion of the work that the reimbursement request represents, that disbursements or payments were made in accordance with all the agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

B. AIA Forms G702 and G703. For construction projects where an architectural, engineering or construction management firm provides construction administration services, the Recipient shall provide a copy of the American Institute of Architects (AIA) form G702, *Application and Certification for Payment*, or a comparable form approved by the Division, signed by the contractor and inspection/certifying architect or engineer, and a copy of form G703, *Continuation Sheet*, or a comparable form approved by the Division.

VI. FINANCIAL CONSEQUENCES

If Recipient fails to comply with any term of the grant, the Division shall take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by the recipient;
2. Disallow all or part of the cost of the activity or action not in compliance;
3. Withhold further funding; or,
4. Take other remedies that may be legally available.

VII. SCHEDULE OF WORK

A. By March 31, 2025, the Recipient shall provide the Division with Task Product IV.A for review and approval. Failure to supply the required documentation, or disapproval of this documentation by the Division, shall result in denial or reduction of funds at the sole discretion of the Division.

B. By March 31, 2025, and at least on a quarterly basis thereafter, Recipient shall report on progress in relation to the initial timeline and submit an invoice for reimbursement for work accomplished in accordance with the Division approved cost reimbursement allocation table referenced in Task Product IV.A.

C. By mutually agreed upon date(s), the Recipient shall provide the Division with Task Products IV.B through F, and Deliverables V.A and B (as applicable) for review and approval. Failure to supply the required documentation, or disapproval of this documentation by the Division, shall result in denial or reduction of funds at the sole discretion of the Division.

D. By August 31, 2027, the Recipient shall provide a copy of the certificate of occupancy or completion or other appropriate written acceptance of completed work, or certification letter from the civil engineer showing that work meets specification of design, close-out documentation and final payment invoice.

Attachment B
Program Statutes and Regulations

Section 614 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5196c).

Sec. 614. Grants for Construction of Emergency Operations Centers (42 U.S.C. 5196c)

(a) Grants - The Administrator of [FEMA] may make grants to States under this subchapter for equipping, upgrading, and constructing State and local emergency operations centers.

(b) Federal Share - Notwithstanding any other provision of this subchapter, the Federal share of the cost of an activity carried out using amounts from grants made under this section shall not exceed 75 percent

Attachment C

JUSTIFICATION OF ADVANCE PAYMENT

SUBRECIPIENT:

If you are requesting an advance, indicate same by checking the box below.

☐ ADVANCE REQUESTED

Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20__-20__ Anticipated Expenditures for First Three Months of Contract
<u>For example</u> ADMINISTRATIVE COSTS (Include Secondary Administration.)	
<u>For example</u> PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance)

Attachment D
Warranties and Representations

Financial Management

The Subrecipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.327).

Business Hours

The Subrecipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: _____

Licensing and Permitting

All subcontractors or employees hired by the Subrecipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Subrecipient.

Attachment E

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

Subcontractor Covered Transactions

- (1) The prospective subcontractor of the Subrecipient, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Subrecipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

By: _____

Signature

Subrecipient's Name

Name and Title

DEM Contract Number

Street Address

Project Number

City, State, Zip

Date

Attachment F**Byrd Anti-Lobbying Amendment Required Certification**

If the Agreement is in excess of \$100,000, the Contractor agrees to execute the required Byrd Anti-Lobbying Certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

Attachment G
Statement of Assurances

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the terms and conditions of your award. All Sub-Recipients must comply with any such requirements set forth in the program NOFO.

All Sub-Recipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources.

All Sub-Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Any cost allocable to a particular Federal award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude a Sub-Recipient from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal award.

Sub-Recipients are required to comply with the requirements set forth in the government-wide Award Term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which incorporated here by reference in the terms and conditions of your award.

All Sub-Recipients must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Sub-Recipient must cooperate with any compliance review or compliant investigation conducted by the State Administrative Agency or DHS.
2. Sub-Recipient will give the State Administrative Agency, DHS or through any authorized representative, access to and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Sub-Recipient must submit timely, complete, and accurate reports to the FDEM and maintain appropriate backup documentation to support the reports. Sub-Recipients must also comply with all other special reporting, data collection and evaluation requirements, as prescribed by law or detailed in program guidance.
4. Sub-Recipient will acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.
5. Sub-Recipient who receives awards made under programs that provide emergency communications equipment and its related activities must comply with SAFECOM Guidance for Emergency Communications Grants, including provisions on technical standards that ensure and enhance interoperable communications.

6. When original or replacement equipment acquired under this award by the Sub-Recipient is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from FDEM to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

7. DHS/FEMA funded activities that may require an EHP review are subject to FEMA's Environmental Planning and Historic Preservation (EHP) review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

8. Sub-Recipient will comply with the applicable provisions of the following laws and policies prohibiting discrimination:

- a. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).
- b. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.
- c. Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.
- d. Age Discrimination Act of 1975, which prohibits discrimination based on age.
- e. U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.

Attachment H

Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the Subrecipient to include the required provisions. The Division provides the following list of sample provisions that may be required:

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or

materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any

Pt. 200, App. III

2 CFR Ch. II (1-1-14 Edition)

other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) See §200.322 Procurement of recovered materials.

APPENDIX III TO PART 200—INDIRECT (F&A) COSTS IDENTIFICATION AND ASSIGNMENT, AND RATE DETERMINATION FOR INSTITUTIONS OF HIGHER EDUCATION (IHEs)

A. GENERAL

This appendix provides criteria for identifying and computing indirect (or indirect (F&A)) rates at IHEs (institutions). Indirect (F&A) costs are those that are incurred for common or joint objectives and therefore cannot be identified readily and specifically with a particular sponsored project, an instructional activity, or any other institutional activity. See subsection B.1, Definition of Facilities and Administration, for a discussion of the components of indirect (F&A) costs.

1. Major Functions of an Institution

Refers to instruction, organized research, other sponsored activities and other institutional activities as defined in this section:

a. *Instruction* means the teaching and training activities of an institution. Except for research training as provided in subsection b, this term includes all teaching and training activities, whether they are offered for credits toward a degree or certificate or on a non-credit basis, and whether they are offered through regular academic departments or separate divisions, such as a summer school division or an extension division. Also considered part of this major function are departmental research, and, where agreed to, university research.

(1) *Sponsored instruction and training* means specific instructional or training activity established by grant, contract, or cooperative agreement. For purposes of the cost principles, this activity may be considered a major function even though an institution's accounting treatment may include it in the instruction function.

(2) *Departmental research* means research, development and scholarly activities that are not organized research and, consequently, are not separately budgeted and accounted for. Departmental research, for purposes of this document, is not considered as a major function, but as a part of the instruction function of the institution.

b. *Organized research* means all research and development activities of an institution that are separately budgeted and accounted for. It includes:

(1) *Sponsored research* means all research and development activities that are sponsored by Federal and non-Federal agencies and organizations. This term includes activities involving the training of individuals in research techniques (commonly called research training) where such activities utilize the same facilities as other research and development activities and where such activities are not included in the instruction function.

(2) *University research* means all research and development activities that are separately budgeted and accounted for by the institution under an internal application of institutional funds. University research, for purposes of this document, must be combined with sponsored research under the function of organized research.

c. *Other sponsored activities* means programs and projects financed by Federal and non-Federal agencies and organizations which involve the performance of work other than instruction and organized research. Examples of such programs and projects are health service projects and community service programs. However, when any of these activities are undertaken by the institution without outside support, they may be classified as other institutional activities.

d. *Other institutional activities* means all activities of an institution except for instruction, departmental research, organized research, and other sponsored activities, as defined in this section; indirect (F&A) cost activities identified in this Appendix paragraph B, Identification and assignment of indirect (F&A) costs; and specialized services facilities described in §200.468 Specialized service facilities of this Part.

Examples of other institutional activities include operation of residence halls, dining halls, hospitals and clinics, student unions, intercollegiate athletics, bookstores, faculty housing, student apartments, guest houses, chapels, theaters, public museums, and other similar auxiliary enterprises. This definition also includes any other categories of activities, costs of which are "unallowable" to Federal awards, unless otherwise indicated in an award.

2. Criteria for Distribution

a. *Base period.* A base period for distribution of indirect (F&A) costs is the period during which the costs are incurred. The base period normally should coincide with the fiscal year established by the institution, but in any event the base period should be so selected as to avoid inequities in the distribution of costs.

b. *Need for cost groupings.* The overall objective of the indirect (F&A) cost allocation process is to distribute the indirect (F&A) costs described in Section B, Identification and assignment of indirect (F&A) costs, to



City of Dania Beach Public Services Memorandum

DATE: 12/9/2025

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/City Engineer

**SUBJECT: AMENDMENT TO CEMETERY RULES AND REGULATIONS – NO
COMMERCIAL FILMING**

Request:

The Public Services Department (PSD) requests amending the Cemetery Rules and Regulations for Memorial Park and Westlawn Cemeteries to restrict commercial filming on cemetery grounds.

Background:

The City of Dania Beach owns and operates two municipal cemeteries, Memorial Park and Westlawn, which serve as a place of remembrance and reflection for families and visitors paying respects to loved ones. To preserve the dignity and solemn nature of the cemetery, PSD is requesting to add a rule to Section K – Conduct of Persons within the Cemetery, that states commercial filming is not permitted on cemetery grounds.

Budgetary Impact

There is no direct fiscal impact associated with this resolution.

Recommendation

PSD recommends approval of amending the Cemetery Rules and Regulations for Memorial Park and Westlawn Cemeteries.

RESOLUTION NO. 2025-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, IN ITS CAPACITY AS THE BOARD OF TRUSTEES FOR THE DANIA MEMORIAL PARK AND WESTLAWN CEMETERIES TO AMEND THE CEMETERY RULES AND REGULATIONS ; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dania Beach Mayor and Commission are the Board of Trustees for the Dania Memorial Park and West Lawn Cemeteries; and

WHEREAS, the Rules and Regulations are being updated to include that commercial filming is not permitted on cemetery grounds; and

WHEREAS, the proposed update to the Rules and Regulations will provide improved services to our residents.

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 updated Dania Memorial Park and West Lawn Cemetery Rules and Regulations that are specified in Exhibit “A”, a copy of which is attached to this Resolution, are adopted and shall replace the former Rules and Regulations which are repealed in their entirety.

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

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

SIGNATURES ON THE FOLLOWING PAGE

PASSED AND ADOPTED on _____, 2025.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Lori Lewellen _____

Commissioner Luis Rimoli _____

Commissioner Archibald J. Ryan IV _____

Vice Mayor Marco Salvino _____

Mayor Joyce L. Davis _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY



Dania Memorial Park Cemetery and Westlawn Cemetery

RULES AND REGULATIONS

~~February 2024~~

DECEMBER 2025



Index

INTRODUCTION	5
SECTION A – DEFINITIONS	
Rule 1. City, Board of Trustees and Management	6
Rule 2. Cemetery Manager	6
Rule 3. Cemetery	6
Rule 3a. Plot	6
Rule 3b. Plot, Infant Burial	6
Rule 3c. Cremation Plot	6
Rule 3d. Lot	7
Rule 4. Infant	7
Rule 5. Interment	7
Rule 6. Memorial	7
Rule 7. Monument	7
Rule 8. Marker	7
Rule 9. Lot Marker	7
Rule 10. Certificate of Ownership	7
SECTION B - GENERAL SUPERVISION	
Rule 1. Admission to Cemetery	8
Rule 2. Manager in Charge of Funeral	8
Rule 3. Casket Not To Be Disturbed	8
SECTION C - INTERMENTS AND DISINTERMENTS GENERALLY	
Rule 1. Subject to Law	8
Rule 2. Time and Charges	8
Rule 3. Holidays	9
Rule 4. Notice	9
Rule 5. Application for Interment	9
Rule 6. Concrete Boxes	9
Rule 7. Location of Interment Space	9
Rule 8. Orders Given Verbally	10
Rule 9. Errors May Be Corrected	10
Rule 10. Delays in Interments Caused by Protests	10
Rule 11. Not Responsible for Embalming or Identity	11
Rule 12. No Interment Permitted unless Property Paid for	11
Rule 13. Interment of More than One Body	11
Rule 14. City Equipment Used	11
SECTION D - DISINTERMENTS AND REMOVALS	
Rule 1. Removal for Profit Prohibited	11
Rule 2. May Obtain Larger Plot	12
Rule 3. Care in Removal	12



SECTION E - SERVICE CHARGES

- | | | |
|---------|---|----|
| Rule 1. | Payment of Service Charges | 12 |
| Rule 2. | Gratuities May Not Be Accepted by Employees | 12 |

SECTION F - BURIAL RIGHTS OF PLOT OWNERS

- | | | |
|---------|---|----|
| Rule 1. | Right of Interment under Certificate of Ownership | 12 |
| Rule 2. | Right of Interment in Absence of Certificate of Ownership | 13 |
| Rule 3. | Vested Rights of Lot Owners | 14 |
| Rule 4. | Inalienability of Cemetery Plots | 14 |

SECTION G - TRANSFERS OR ASSIGNMENTS

- | | | |
|---------|--|----|
| Rule 1. | Cemetery Lots and Plots Not To Be Bequeathed | 14 |
| Rule 2. | Consent of the City | 14 |
| Rule 3. | Transfer of Option Prohibited | 15 |
| Rule 4. | Transfer Charges | 15 |
| Rule 5. | City May Buy | 15 |

SECTION H - CONTROL OF WORK BY CITY

- | | | |
|---------|---|----|
| Rule 1. | Work to be Done by City | 15 |
| Rule 2. | Manager Must Direct and May Remove Improvements | 15 |

SECTION I - DECORATION OF PLOTS

- | | | |
|---------|--------------------------------|----|
| Rule 1. | Floral Regulations | 16 |
| Rule 2. | Certain Ornaments Prohibited | 16 |
| Rule 3. | Removal of Floral Frames | 17 |
| Rule 4. | Urns, etc. Subject to Approval | 17 |
| Rule 5. | Flags | 17 |

SECTION J - ROADWAYS AND REPLATTING

- | | | |
|---------|--|----|
| Rule 1. | Right to Re-plat, Regrade and Use Property | 18 |
| Rule 2. | No Right Granted In Alleyways | 18 |

SECTION K - CONDUCT OF PERSONS WITHIN THE CEMETERY

- | | | |
|----------|---|----|
| Rule 1. | Must Use Walkways | 18 |
| Rule 2. | Trespassers on Cemetery Plots | 19 |
| Rule 3. | Children | 19 |
| Rule 4. | Flowers, Etc. | 19 |
| Rule 5. | Refreshments – (Alcoholic Beverages are Prohibited) | 19 |
| Rule 6. | Trespassing Prohibited | 19 |
| Rule 7. | Lounging on Grounds | 19 |
| Rule 8. | Loud Talking | 19 |
| Rule 9. | Smoking | 19 |
| Rule 10. | Rubbish/Litter | 20 |



Rule 11.	Automobiles	20
Rule 12.	Bicycles and Motorcycles	20
Rule 13.	Peddling or Soliciting	20
Rule 14.	Notices and Advertisements	20
Rule 15.	Pets/Animals	20
Rule 16.	Time Grounds and Office Open	20
Rule 17.	Manager to Enforce Rules	20
Rule 18.	<u>Commercial Filming</u>	<u>21</u>

SECTION L - GRATUITIES

Rule 1.	Gratuities May Not Be Accepted by Employees	21
---------	---	----

SECTION M - PROTECTION AGAINST LOSS

Rule 1.	When City Not Responsible	21
---------	---------------------------	----

SECTION N - CHANGE IN ADDRESS OF PLOT OWNERS

Rule 1.	Plot Owner Must Notify Management	21
---------	-----------------------------------	----

SECTION O - PERPETUAL CARE

Rule 1.	Perpetual Care of Plots	22
Rule 2.	Investment of Perpetual Care Funds	22
Rule 3.	Expenditure Limited to Income	22
Rule 4.	Funds May Be Deposited With Others of Like Character	22
Rule 5.	Trustees to Direct Expenditures	23
Rule 6.	Amount of Deposit for Ground Plots	23
Rule 7.	Record of Deposits	23
Rule 8.	Charitable Purpose of Endowment Funds	24

SECTION P - RULES FOR MEMORIAL WORK

Rule 1.	General	24
Rule 2.	Bronze Markers	24
Rule 3.	Bronze Memorials	24
Rule 4.	No Metal Other than Bronze	25
Rule 5.	Memorials	25
Rule 6.	Standard Specifications	25
Rule 7.	Errors in Placing of Memorials	27

SECTION Q - CERTIFICATE AND RULES AND REGULATIONS SOLE AGREEMENT

Rule 1.	Statements of Sales Agents	27
---------	----------------------------	----

SECTION R - MODIFICATIONS AND AMENDMENTS

Rule 1.	Exceptions and Modifications	28
Rule 2.	Amendments	28



RULES AND REGULATIONS

GOVERNING

Dania Memorial Park Cemetery and Westlawn Cemetery

These Rules and Regulations were approved by the City Commission of the City of Dania Beach.

INTRODUCTION

For the mutual protection of all purchasers of lots or plots in Dania Memorial Park Cemetery and Westlawn Cemetery (the “cemeteries”), the following Rules and Regulations govern the ownership, use and control of all lots or plots, as well as any amendments which may subsequently be adopted by the City and its Board of Trustees. The reference to these Rules and Regulations in the Certificate of Ownership of a lot or plot, or in the recorded plat shall have the same force and effect as if these Rules and Regulations were set out in full in them. The title to all land known as Dania Memorial Park Cemetery and Westlawn Cemetery is vested in the City of Dania Beach, a municipal corporation of Florida.



SECTION A

Definitions

RULE 1. CITY, BOARD OF TRUSTEES AND MANAGEMENT — Whenever in these Rules the word “City” is used, it shall apply to and mean the City of Dania Beach, a municipal corporation of Florida. Whenever the words “Board of Trustees” are used it shall mean and apply to the City Commission of the City of Dania Beach, Florida in its capacity acting as the Board of Trustees of Dania Memorial Park Cemetery and Westlawn Cemetery. Whenever the word “Management” is used, it shall apply to the properly designated agents and employees of the City.

RULE 2. CEMETERY MANAGER (“MANAGER”) – The person or designee designated by the City to act in the capacity of Manager of the Cemeteries, and the term includes the designees of the Manager.

RULE 3. CEMETERY - The term “cemetery” is defined to include a burial park for earth interments, a community mausoleum and columbariums for cinerary interments, or a combination of the foregoing.

RULE 3a. PLOT — The term “plot” shall apply to a space of sufficient size to accommodate one adult interment, approximately 3 feet x 10 feet.

RULE 3b. PLOT, INFANT BURIAL. — The term “Plot, Infant Burial” shall apply to a space of sufficient size to accommodate one infant interment, approximately 3 feet x 5 feet.

RULE 3c. CREMATION PLOT — The term “Cremation Plot” shall apply to a space of sufficient size to accommodate the remains of one cremated body, approximately 3 feet x 2 feet.



RULE 3d. LOT — The term “lot” shall apply to numbered divisions as shown on the Record Plat, which consists of six (6) or more plots.

RULE 4. INFANT – The term “infant” shall apply to any child who had not reached his or her first birthday.

RULE 5. INTERMENT — The term “interment” shall mean the permanent disposition of the remains of a deceased person by cremation and inurnment, entombment or burial.

RULE 6. MEMORIAL — The term “memorial” includes a monument, marker, tablet, headstone, private mausoleum or tomb for family or individual use, tombstone, coping, lot enclosure, surface burial vault, and an urn as well as crypt and niche plates.

RULE 7. MONUMENT — The term “monument” includes a tombstone or memorial of granite, or other authorized material, which shall extend above the surface of the ground.

RULE 8. MARKER — The term “marker” means a memorial installed flush with the ground.

RULE 9. LOT MARKER — The term “lot marker” means a concrete or other suitable material used by the City to locate corners of a lot or plot.

RULE 10. CERTIFICATE OF OWNERSHIP — The term “Certificate of Ownership” shall apply to the conveyance given by the City to the original purchaser of a lot or plot presented to the owner in the presence of the Management or designee, designating and specifying the person or persons entitled to burial in the lot or plot for which the Certificate of Ownership is issued.



SECTION B

General Supervision

RULE 1. ADMISSION TO CEMETERY — The City reserves the right to compel all persons driving motor vehicles into Dania Memorial Park Cemetery and Westlawn Cemetery to bring their vehicles to a full stop at each entrance, and further reserves the right to refuse admission to the cemetery grounds, and to refuse the use of any of the Cemetery facilities at any time to any person who does not comply with these Rules.

RULE 2. MANAGER IN CHARGE OF FUNERAL — All funeral processions, upon entering the cemetery grounds, shall be under the control and supervision of the Cemeteries' Manager (the "Manager") or designees. However, this Rule shall not alter the responsibility of the funeral director to be present and to conduct the burial services as provided by the laws of the State of Florida and the Rules and Regulations governing the cemeteries.

RULE 3. CASKET NOT TO BE DISTURBED — Once a casket containing a body is placed within the confines of a cemetery, no funeral director, embalmer, assistant, employee or agent, shall be permitted to open the casket or to touch the remains unless consent is given by a legal representative of the deceased, or pursuant to a court order.

SECTION C

Interments and Disinterments Generally

RULE 1. SUBJECT TO LAW — In addition to these rules and regulations, all interments, disinterments and removals are made subject to the orders and laws of the properly constituted authorities of the City, Broward County and State of Florida.

RULE 2. TIME AND CHARGES — All interments, disinterments and removals must be made at the time and in the manner and upon such charges as fixed by the City.



RULE 3. NO INTERMENTS SUNDAYS AND HOLIDAYS — No interments, disinterments, removals, or interment services shall be permitted on Sundays, or on any of the following City observed holidays: New Year's Day, Christmas Day and Thanksgiving Day. The City may refuse to provide for an interment until a more expedient time is available if the remains arrive at a cemetery gate after 3:30 P.M. or if too many interments arrive at the same hour.

RULE 4. NOTICE — The Manager shall be notified at least forty-eight (48) hours prior to any interment, and at least one (1) week prior to any disinterment or removal.

RULE 5. APPLICATION FOR INTERMENT — The City reserves the right in the absence of the Certificate of Ownership to refuse interment in any lot or plot, and to refuse to open any burial space for any purpose, except upon written application by the lot or plot owner of record. A verbal order may be accepted by the Manager, when the verbal order is from a licensed funeral director and the licensed funeral director accepts the responsibility to meet all charges incurred by the City, including the responsibility for the purchase price of the lot or plot and the charges for opening and closing a grave, as well as any and all other charges, provided, however, that the provisions of Rule 8 shall still apply in instances of orders given verbally.

RULE 6. CONCRETE BOXES — Every earth interment shall be made so that it is enclosed in a concrete box/vault/liner. A concrete vault, box or liner provided by the funeral director shall be of a type approved by the Manager and must be installed by the funeral director under the supervision of the Manager. This includes adult, infant and cremation interments. If cremains are placed in a sealed cremation urn made of marble or granite, it can be placed directly into a plot without a vault or liner.

RULE 7. LOCATION OF INTERMENT SPACE — When instructions regarding the location of an interment space cannot be obtained, or are indefinite or when for any reason the interment space cannot be opened where specified, the Manager may, in his



the Manager's discretion, open it in such location of the lot deemed best and proper, so as not to delay the funeral and the City shall not be liable in damages for any error made.

RULE 8. ORDERS GIVEN VERBALLY — The Manager shall not be held responsible for any order given verbally, or for any mistake occurring from the lack of precise and proper instructions as to the particular space, size and location in a plot where interment is desired.

RULE 9. ERRORS MAY BE CORRECTED — The City shall have the right to correct any error that may be made by it either in making interments, disinterments or removals, or in the description, transfer or conveyance of any interment property, either by canceling such conveyance and substituting and conveying in lieu of such conveyance other interment property of equal value and similar location to the extent possible, or conveyance by a method selected by the Manager, or in the sole discretion of the City, by refunding the amount of money paid on account of the purchase. In the event such error shall involve the interment of the remains of any person in a different location, the Manager shall have the right to remove or transfer such remains so interred to such other property of equal value and similar location as may be substituted and conveyed. The Manager shall also have the right to correct any errors made by placing an improper inscription, including an incorrect name or date on the memorial.

RULE 10. DELAYS IN INTERMENTS CAUSED BY PROTESTS — The City shall not be liable for any delay in the interment of any remains where a protest against the interment has been made, or where the Rules and Regulations have not been complied with, and, the City shall have the right, under such circumstances, to place the remains in a receiving vault until full rights have been determined. The Manager shall be under no duty to recognize any protests of interments unless they are in writing and filed in the office of the Manager.



RULE 11. NOT RESPONSIBLE FOR EMBALMING OR IDENTITY — The City and the Manager shall not be liable for the interment permit nor for the identity of the person sought to be interred or who was cremated, nor shall the City or Manager be liable in any way for the embalming of the body.

RULE 12. NO INTERMENT PERMITTED UNLESS PROPERTY PAID FOR IN FULL — No interment shall be permitted on in, or memorial placed in or on, any lot or plot in a cemetery where the purchase price for it has not been paid in full.

RULE 13. INTERMENT OF MORE THAN ONE BODY — Not more than one body, or the remains of more than one body, shall be interred in one grave, except in the case of a parent and newborn child, unless such grave has been purchased with the written agreement that more than one body, or the remains of more than one body, may be interred, or by written consent of the Manager, and provided proper identification is made of such interment or interments identified on one regulation memorial. When a full size adult plot is used for cremated remains, a maximum of two (2) urns may be placed in the plot.

RULE 14. CITY EQUIPMENT USED — Tents, artificial grass, lowering devices, and other equipment owned by the City, in connection with the operation of the City cemeteries, shall be used exclusively in making interments, disinterments and removals.

SECTION D

Disinterments and Removals

RULE 1. REMOVAL FOR PROFIT PROHIBITED — Removal by the heirs of a body or cremated remains so that the lot or plot may be sold to themselves or another person, or removal contrary to the expressed or implied wish of the original plot or lot owner, is prohibited.



RULE 2. MAY OBTAIN LARGER PLOT — A body or cremated remains may be removed from its original lot or plot to a larger or preferred lot or plot in a cemetery, where there has been an exchange or purchase for that purpose and City expenses are fully paid.

RULE 3. CARE IN REMOVAL — The Manager shall exercise the utmost care in making a removal, but assumes no liability for damage to any casket, burial case or urn incurred in making the removal.

SECTION E

Service Charges

RULE 1. PAYMENT OF SERVICE CHARGES — The charges for the services in connection with an interment, disinterment or removal must be paid at the time of the issuance of the order for interment, disinterment or removal.

RULE 2. GRATUITIES MAY NOT BE ACCEPTED BY EMPLOYEES — No person, while employed by the City shall be given or receive any fee, gratuity or commission in connection with performance of City duties.

SECTION F

Burial Rights of Plot Owners

RULE 1. RIGHT OF INTERMENT UNDER CERTIFICATE OF OWNERSHIP — At the time of purchase of a lot or plot, or at any time thereafter during the purchaser's or transferee's lifetime, and in accordance with these Rules and Regulations, the owner or owners of any such lot or plot may present his or her or their Certificate of Ownership and execute in the office of the Manager specifically designating the persons entitled to be buried in any or all of the plots in the lot, or vesting the right of designation for



unreserved plots in a named person. No other person may be buried in any plot designated by the owner, or owners, in the Certificate of Ownership except by an amended Certificate of Ownership, executed by the owner or owners in the office of the Manager.

The owner or owners of any lot may identify in the Certificate of Ownership the names of the persons to be interred and limit the persons entitled to be buried in the lot to those persons designated in the Certificate of Ownership. In the event the owner or owners fail to designate burial rights as to each plot in the lot, or fail to limit burials in the plot to those designated in the Certificate of Ownership, then, as to the plots not designated, the right of burial shall be as provided in Section F, Rule 2, Paragraph (b) of these Rules.

Upon application by any person for interment of a body in a given plot, the burden of proof as to the identity of the person to be interred rests upon the applicant. No liability shall rest upon or be chargeable to the City in case of a false or negligent statement in any such application. The City will make diligent effort to determine that only persons entitled to be interred in a given plot are so interred.

RULE 2. RIGHT OF INTERMENT IN ABSENCE OF CERTIFICATE OF OWNERSHIP

— In the absence of a Certificate of Ownership by the registered owner of a lot, the right of interment shall be in the following order:

- (a) One plot shall be forever reserved for the owner and one for the owner's surviving spouse, if any.
- (b) The remaining plots in the lot shall be held in trust by the City, for burial of the following persons in the order of their death and request for burial:
 - (1) The children of the owner or owners, and their respective spouses.
 - (2) Lineal descendants of the owner or owners and their respective spouses.



- (3) Parents of the owner or owners.

RULE 3. VESTED RIGHTS OF LOT OWNERS — The burial rights in all lots and plots conveyed shall be presumed to be the sole and separate property of the person or persons named as grantee in the Certificate of Ownership, in accordance with these Rules and Regulations; provided, however, that the husband or wife shall have a vested right of interment of his or her body in any burial plot conveyed to the other, which shall continue as long as he or she shall remain the husband or wife of the plot owner or shall be his or her wife or husband at the time of such plot owner's demise. No conveyance or transfer shall divest the husband or wife of an owner of his or her vested right of interment without the joinder executed by the spouse in the office of the Manager.

RULE 4. INALIENABILITY OF CEMETERY PLOTS — All lots, the use of which has been conveyed in a Certificate of Ownership, are indivisible.

Whenever an interment of the remains of a member, or of a relative of a member of the family of the record owner, or of the record owner, is made in a plot, the plot becomes non-transferable and shall be held as the family plot of the owner, except as otherwise provided by Certificate of Ownership.

SECTION G

Transfers or Assignments

RULE 1. CEMETERY LOTS AND PLOTS NOT TO BE BEQUEATHED — No cemetery lot or plot may be bequeathed or devised by will as is other property or real estate, nor shall a lot or plot descend according to the laws of descent and distribution.

RULE 2. CONSENT OF THE CITY — No transfer or assignment of any lot or plot, or interest in them, shall be valid without the consent in writing of the Board of Trustees, and such transfer or assignment must be executed in the office of the Cemetery



Manager, and upon forms provided by the City. The original Certificate of Ownership must be presented at the time an application for a transfer is made.

RULE 3. TRANSFER OF OPTION PROHIBITED — The City may refuse to consent to a transfer of any option to purchase, where a balance of the purchase price is still owing to the City.

RULE 4. TRANSFER CHARGES — All transfer of ownership in lots or plots shall be subject to a charge of \$100.00, which charge must be paid to the City when the transfer is recorded.

RULE 5. CITY MAY BUY — In the event the original lot owner moves his or her residence from Broward County permanently and is not able to find a suitable buyer for the lot or plot, the City may buy back the lot or plot at the original price paid, provided, however, that a deduction will be made of \$100.00 for the transfer charge.

SECTION H

Control of Work by City

RULE 1. WORK TO BE DONE BY THE CITY— All grading, landscape work and improvements of any kind, all care of lots and plots; all planting, trimming, cutting and removal of trees, shrubs and herbage, all openings and closings of lots and plots, and all interments, disinterments and removals shall be made by the City.

RULE 2. MANAGER MUST DIRECT AND MAY REMOVE IMPROVEMENTS — All improvements or alterations of lots and plots in a cemetery shall be under the direction of, and subject to, the consent, satisfaction and approval of the Manager; and should same be made without the Manager's written consent, the Manager shall have the right to remove, alter or change such improvements or alterations at the expense of the plot



or lot owners, and in any event, at any time, in the Manager's judgment, if they become deteriorated or unsightly.

SECTION I

Decoration of Plots

RULE 1. FLORAL REGULATIONS — No flower receptacles may be placed on any lot or plot unless made of rust-proof metal of approved size and design and same shall be set wholly beneath the level of the lawn. The Manager shall have authority to remove all floral designs, flowers, weeds, trees, shrubs, plants, herbage or items of any kind from the cemetery as soon as, in the judgment of the Manager, they become unsightly, dangerous, detrimental or diseased, or when they do not conform to the maintenance standards of the City. The City shall not be liable for floral pieces, baskets, frames or items in which, or to which, such floral pieces are attached, beyond the acceptance of such floral pieces for funeral services held in a cemetery. The Management shall not be responsible for frozen plants, or herbage of any kind, or for plantings damaged by the elements, thieves, vandals, or by other causes beyond City control. The Board of Trustees reserves the right to regulate the method of decorating lots and plots so that a uniform pleasant appearance may be maintained. The City reserves the right to prevent the removal of any flowers, floral designs, trees, shrubs, plants, or herbage of any kind, unless the Manager gives consent.

RULE 2. CERTAIN ORNAMENTS PROHIBITED — The placing of boxes, shells, toys, metal designs, ornaments, chairs, settees, glass vases, glass, wood or iron cases, and other articles of any kind upon plots or lots shall not be permitted. Garden mulch, ornamental rocks, stones and bricks, solar lights and PVC pipes shall not be permitted on the grounds, and if so placed, the Management reserves the right to remove them.



RULE 3. REMOVAL OF FLORAL FRAMES — Floral frames when removed from a lot or plot, unless called for within five (5) days after placement by those lawfully entitled to them, may be disposed of by the Management in any manner it sees fit.

RULE 4. URNS, ETC. SUBJECT TO APPROVAL — All fittings, adornments, urns, inscriptions and the like are subject to the approval, control, and acceptance or rejection by the Manager or designee in accordance with these Rules.

RULE 5. FLAGS - All flags for individual lots or plots shall be no larger than eight inches (8") by twelve inches (12"). Consistent with 36 USC 902(B)-(D) (Pub. L. 105-85, Section 1082) the POW/MIA flag and the United States flag may be placed on individual lots on the following days:

Date of internment

Armed Forces Day (third Saturday in May)

Memorial Day (the last Monday in May)

Flag Day (June 14)

Independence Day (July 4)

National POW/MIA Recognition Day (the 3rd Friday of September)

Veterans Day (November 11)

The Thin Blue Line "Police" flag may be placed on an individual lot on the following days:

Day of internment

Police Officer Memorial Day (May 15)

No other flags are permitted to be displayed without the advance written consent of the Board of Trustees. All flags must be removed within three days after the date of permitted placement. Failure to timely remove any flag shall be cause for the City to remove it and dispose of flags that are not timely removed, with no liability of the City.



SECTION J

Roadways and Replatting

RULE 1. RIGHT TO REPLAT, REGRADE AND USE PROPERTY — The right to enlarge, reduce, re-plat or change the boundaries or grading of a cemetery, or of a section or sections, from time to time, including the right to modify or change the locations of, or remove or regrade roads, drives or walks, or any parts of them, is expressly reserved to the City. The right to lay, maintain and operate, or alter or change pipe lines or gutters for sprinkling systems, drainage systems or components, lakes, etc., is also expressly reserved to the City, as well as the right to use cemetery property not sold to individual lot owners for cemetery purposes, including the interring and preparing for interment of deceased persons' remains, or for anything necessary, incidental or convenient from them. The City reserves to itself and to those who visit a cemetery, a perpetual right of ingress and egress over lots and plots for the purpose of passage to and from other lots or plots.

RULE 2. NO RIGHT GRANTED IN ALLEYWAYS — No easement or right of interment is granted to any lot or plot owner in any road, drive, alley or walkway within a cemetery, but such road, drive, alley or walkway may be used as a means of access to the cemetery and its buildings as long as the Management devotes them to such purposes.

SECTION K

Conduct of Persons Within a Cemetery

RULE 1. MUST USE WALKWAYS — Persons within cemetery grounds shall use only the avenues, walkways, alleys and roads. The City shall not be liable for any injuries sustained by any person injured while walking on grass or while using any portion of a cemetery other than the avenues, walkways, alleys or roads.



RULE 2. TRESPASSERS ON CEMETERY PLOTS — Only the lot or plot owner, relatives and friends of the deceased person shall be permitted to visit a lot or plot.

RULE 3. CHILDREN — Children under fifteen years of age shall not be permitted within a cemetery or its buildings, unless accompanied by a parent, guardian or responsible adult over the age of 18 years old.

RULE 4. FLOWERS, ETC. — All persons are prohibited from gathering flowers, either wild or cultivated, or breaking limbs of trees, shrubbery or plants, or feeding or disturbing birds, fish or other animal life within cemetery grounds.

RULE 5. REFRESHMENTS — No person shall be permitted to bring food, beverages and refreshments of any kind within cemetery grounds or buildings. Alcoholic beverages are strictly prohibited.

RULE 6. TRESPASSING PROHIBITED — Persons other than plot and lot owners, relatives and friends of a deceased person shall not be permitted to trespass in a cemetery, or in or around any of the buildings.

RULE 7. LOUNGING ON GROUNDS — No one shall be permitted to sit or to remain in or on any of the grounds, graves or monuments in a cemetery or in any of the buildings unless such person is visiting a gravesite.

RULE 8. LOUD TALKING — No loud talking or loud music shall be permitted on and within cemetery grounds within hearing distance of persons attending funeral services or if audible to any nearby residential area.

RULE 9. SMOKING — Smoking within any of the buildings is prohibited.



RULE 10. RUBBISH/LITTER — The depositing or throwing of rubbish on the drives and paths, or on any part of cemetery grounds, or in the buildings, is prohibited. Receptacles for waste material are located at convenient places and must be used.

RULE 11. AUTOMOBILES — Automobiles shall not be driven through the grounds at a greater speed than fifteen miles per hour and must always be kept on the right hand side of a cemetery roadway. Automobiles are not allowed to park or to come to a full stop in front of an open grave unless such automobiles are in attendance at a funeral service.

RULE 12. BICYCLES AND MOTORCYCLES — No bicycles or motorcycles shall be admitted to a cemetery except such as may be ridden by persons in attendance at funerals or engaged in official business.

RULE 13. PEDDLING OR SOLICITING — Peddling of flowers, plants or any item or soliciting the sale of any commodity is prohibited within the confines of the cemeteries.

RULE 14. NOTICES AND ADVERTISEMENTS — No signs, notices or advertisements of any kind shall be allowed in a cemetery unless placed by the Management.

RULE 15. PETS/ANIMALS — No one shall be allowed to bring an animal or pet onto the cemetery grounds or in any of the buildings, other than service animals as permitted by law.

RULE 16. TIME HOURS FOR GROUNDS AND OFFICE OPEN — The cemetery grounds and buildings shall be open from dawn to dusk. The cemetery offices shall be open at the times and days designated by the Manager.

RULE 17. MANAGER TO ENFORCE RULES — The Manager is empowered to enforce all Rules and Regulations, and to exclude from the cemeteries any person violating them. The Manager shall have charge of the grounds and buildings, including



the conduct of funerals, traffic, employees, lot and plot owners and visitors, and, at all times shall have supervision and control over the conduct of all persons in the cemeteries.

RULE 18. COMMERCIAL FILMING – Commercial filming is not permitted on cemetery grounds.

SECTION L

Gratuities

RULE 1. GRATUITIES MAY NOT BE ACCEPTED BY EMPLOYEES — No person, while employed by the City shall seek or receive any fee, gratuity or commission, except from the City, either directly or indirectly, under penalty of disciplinary action.

SECTION M

Protection Against Loss

RULE 1. WHEN CITY NOT RESPONSIBLE — The City shall take reasonable precautions to protect lot and plot owners and their rights within the cemeteries from loss or damage but disclaims all responsibility for loss or damage from causes beyond the reasonable control of the City, and, especially, from damage caused by the elements, an act of God, common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, unavoidable accidents, invasions, insurrections, riots, or order of any military or civil authority, whether the damage be direct or indirect.

SECTION N

Change of Address of Plot Owners

RULE 1. LOT AND PLOT OWNERS MUST NOTIFY MANAGEMENT — It shall be the duty of each lot and plot owner to notify the Management of any change in one's mailing address. Notice sent to a lot or plot owner at the last address on file in the office of a



CITY OF DANIA BEACH, FLORIDA

cemetery shall be considered sufficient and proper legal notification.



SECTION O

Perpetual Care

RULE 1. PERPETUAL CARE OF PLOTS — Perpetual care is that care and maintenance necessitated by natural growth and ordinary wear which can be provided at reasonable intervals with income from the perpetual care fund, and includes the planting, cutting, watering, and care of lawns, trees and shrubs; the cleaning and upkeep of buildings; and the maintenance of utilities, walls, roadways and walkways. The City may also use a portion of the income from such fund for such general care, maintenance, repairs and embellishment as it in its sound discretion shall deem to be for the best interests of the cemeteries to the end that the cemeteries are generally to be kept in the best condition possible within the limits of such income.

RULE 2. INVESTMENT OF PERPETUAL CARE FUNDS — The money received for perpetual care shall be held in trust and invested as provided by City policy. The Board of Trustees reserves the right, however, either to handle all investments itself, or to deposit such funds with any person, company or corporation qualified to act as a trustee for such funds.

RULE 3. EXPENDITURE LIMITED TO INCOME — Perpetual care, whether applied to lots, plots, graves or to any space within the confines of a cemetery, shall be limited to the income received from the investment of the perpetual care fund with no part of the principal being expended.

RULE 4. FUNDS MAY BE DEPOSITED WITH OTHERS OF LIKE CHARACTER — It is understood and agreed between any purchaser and the City that all of the perpetual care funds shall be deposited in the official depository designated by the Board of Trustees to the end that the income from such accumulated perpetual care fund shall be used in the general improvement and perpetual care as above provided but in no case shall an obligation of the Management be construed as a contract to care for any



individual property or space other than as provided above and the endowment care of the cemeteries shall be limited to such care as can be provided with the net income received from the investment of the funds.

RULE 5. TRUSTEES TO DIRECT EXPENDITURES — The net income from the perpetual care fund shall be expended by the Board of Trustees in such a manner as will, in its judgment, be most advantageous to the lot, plot and mausoleum owners as a whole. The Board of Trustees is given the full power and authority to determine upon what property, for what purpose, and in what manner, the income from the fund shall be expended, and it shall expend the income in such a manner as, in its sole judgment, it may deem advisable for the care, reconstruction, repair and maintenance of all or any portion of the cemeteries' grounds, and it may also expend the income for attorney fees and other costs necessary to the preservation of the legal rights of the City in the operation of the cemeteries.

RULE 6. AMOUNT OF DEPOSIT FOR GROUND PLOTS — From the purchase price of any lot, plot or mausoleum space, there shall be set aside for the perpetual care fund not less than 50% of the sale price. The City is prohibited from donating, giving or issuing a Certificate of Ownership for any lot, plot or mausoleum space in the cemeteries to any person or persons, firm, corporation or organization, without the payment of the full amount of the purchase price.

RULE 7. RECORD OF DEPOSITS — The record books of the cemeteries, and the receipts issued by the City shall show the amount of the endowment care funds that have been collected and set aside in each case.

RULE 8. CHARITABLE PURPOSE OF PERPETUAL CARE FUNDS — The sums paid in or contributed to the perpetual care funds are expressly authorized for a charitable purpose.



SECTION P

Rules for Memorial Work

RULE 1. GENERAL — Monuments or stones of any kind, or enclosures, shall not be permitted. Only bronze tablets or markers shall be allowed, and they must be set level with the ground at the head, foot or both of each grave, except in the case of a family marker, which shall be set in the center of the plot. The foundation must be placed by the City. No markers may be set to embrace two or more lots, nor shall double markers be permitted, nor shall two or more inscriptions be allowed on one marker, unless specifically permitted by the Management. The Management shall make all decisions as to whether a marker is placed at the head or foot of a grave. Unless otherwise specified the head of a grave shall be located away from a sidewalk, road, drive, path or walkway.

Temporary markers shall be installed by the Cemetery staff but will only be permitted to remain on the grave for up to 90 days.

RULE 2. BRONZE MARKERS — All bronze markers are to be placed by the City. No marker shall be placed without the written approval of the City and any marker will be removed which does not comply with rules and regulations of the cemeteries.

RULE 3. BRONZE MEMORIALS — To preserve uniformity, style, grade and workmanship of bronze memorials, all such memorials shall be manufactured of such bronze material as approved by the City, and of such standard design and material prescribed by the City, which designs are on display at the cemetery office and shall be purchased from the City and paid for at their regular published price at the time of purchase. The price of such bronze memorials shall at all times be reasonable and the memorials shall be of this quality, workmanship and design.

RULE 4. NO METAL OTHER THAN BRONZE — No metal other than standard bronze as prescribed by the Management will be permitted in any memorial.



RULE 5. MEMORIALS — No family or organization marker shall be allowed in any lot or plot of an area of less than 200 square feet. This rule applies to family plots as well as plots reserved for churches or any other organizations.

RULE 6. STANDARD SPECIFICATIONS — The following standard specifications are provided for the use of manufacturers of bronze memorial tablets intended for placement in a cemetery (all markers or tablets are subject to the approval of the Management prior to placement, and acceptance or rejection shall be based upon the specifications contained in this Rule. A one-time temporary marker will be placed at the gravesite as a courtesy until a permanent marker can be obtained. After 90 days the temporary marker will be removed by the City. The family of the deceased will be responsible for placement of a City approved memorial.

1. Sizes and Dimensions
 - A. Outside dimensions include flange
 1. Family Memorial:
Width—Not less than 13 inches and not more than 24 inches.
Length — Not less than 42 inches and not more than 60 inches.
 2. Individual Markers:
Width — Not less than 12 inches and not more than 18 inches.
Length — 24 inches.
 3. Infant Memorials:
Width — Not less than 6 inches and not more than 10 inches.
Length — Not less than 12 inches and not more than 20 inches.
 4. Approved bronze memorial vases may be substituted for any individual or infant marker.
 - B. Sloping Flange
 1. Width — 2 inches on both large and small markers.
 2. Height of flange edges — not less than 3/8 inches.
 3. Thickness of metal — not less than 3/16 inches.
 - C. Attachment Bolts



CITY OF DANIA BEACH, FLORIDA

1. 6 bronze attachment bolts on back face of each marker.
 2. Diameter — not less than 5/16 inches.
 3. Exposed length — not less than 3 inches.
 4. Must be formed for concrete setting.
 5. Bolts may be cast integrally or attached by screw, threading not less than 3/8 inches, in case lugs are on hack face of casting.
2. Materials
- A. Standard of quality — Bulletin No. QQB-691b-A1 of the U. S. Bureau of Standards on the subject of “bronze castings”.
 1. Proportions of materials as follows:
88% copper, 2% lead, 8% tin, 7% zinc; a variation not exceeding 1% is permissible on each above material specified; all virgin metals must be used and mixed to a uniform alloy at proper temperature.
 2. No other alloys of metals or combinations of materials are acceptable.
3. Designs
- A. Standard designs are on display at the cemetery office.
 - B. Any design other than a standard design is subject to advance written approval by Management before placement.
4. Craftsmanship
- A. General Requirements
 1. Markers shall be free from sand holes, pits and other imperfections which mar the appearance of and impair the usefulness and stability of the finished markers.
 2. All ornaments shall be clean and precise, and all edges true and accurate to the standard dimensions defined in this document.
 - B. Lettering
 1. Shall be carefully spaced and accurately set in line, both vertically and horizontally.



2. Names, dates, inscriptions and emblems shall be arranged so as to result in an artistic and neat appearing plate.
 3. Style of lettering should be preferably round-faced classic, V-shaped classic, or flat-faced classic. Other styles of lettering are permitted but are subject to advance written approval by Management.
5. Finish
- A. General Requirements
 1. Castings shall be free from scale, sand, pinholes and pits.
 2. All ornamentation, face of letters and background shall be hand-chased, hand-tooled and burnished appropriately for a memorial tablet.
 3. Matching of approved color and texture, as per sample marker, shall be done by an oxidizing process approved by Management.
 4. No colored lacquer or lacquer-carrying-pigment shall be used.

RULE 7. ERRORS IN PLACING OF MEMORIALS — The Management reserves and shall have the right to correct any error that may be made by its employees or to have any person responsible for the error in the location or placing of a memorial in the cemetery to correct it.

SECTION Q

Certificate and Rules and Regulations

Sole Agreement

RULE 1. STATEMENTS OF SALES AGENTS — The Certificate of Ownership, and these Rules and Regulations, and any amendments to them, shall be the sole agreement between the City and the lot or plot owner.



SECTION R

Modifications and Amendments

RULE 1. EXEMPTIONS AND MODIFICATIONS —

- A. General Provisions
1. Special cases may arise in which the literal enforcement of a Rule may impose unnecessary hardship. The City Manager reserves the right, without notice, to make exceptions, suspensions or modifications when, in the Manager's judgment, the same appear advisable and such temporary exceptions, suspensions or modifications shall in no way be construed as affecting the general application of such Rule.

RULE. 2. AMENDMENTS — The Board of Trustees may, and it expressly reserves the right at any time or times, to adopt new Rules and Regulations, or to amend, alter and repeal any Rule, Regulation and article, section, paragraph and sentence in these Rules and Regulations.

SECTION S

MAUSOLEUM

RULE 1. MATERIALS —

1. All remains entombed in mausoleums shall be in a casket or alternative container conforming to the standards as prescribed by the Cemetery. The cost of said container will be the responsibility of the person arranging for the entombment.
2. That the sole approved material for a mausoleum memorial is a beige ceramic with the following dimensions is 35 3/8 x 28 3/4. The title shall be provided by Cemetery staff to the family/representative of the deceased to be engraved by a third-party.
3. The dimensions of a slot memorial are 35 1/3" W x 28 3/4" L.



4. The dimensions of a niche memorial are 13 1/3" W x 13 1/3" L.
5. Flowers, pictures, or other objects are not allowed on the mausoleum wall.
6. No objects may be taped, glued or otherwise secured to the mausoleum.
7. All flowers, balloons, or funeral memorials placed in front of the mausoleum must be removed within three (3) days of the funeral service.
8. The Cemetery may remove, at any time, flowers that are intrusive to other units, become unsightly, or interfere with a service to be performed.
9. The Cemetery Manager or his/her designee's shall have the authority to remove any and all decorations, balloons, floral designs, flowers, weeds, trees, shrubs, plants or herbage of any kind from the Cemetery or mausoleum as soon as, in the Cemetery Manager or his/her designee's judgment, they have become unsightly, dangerous, or diseased, or when they do not conform to the standard maintained. The Cemetery Manager or his or her designee shall have the authority to remove any and all decorations, balloons, floral designs, flowers, weeds, trees, shrubs, plants or herbage of any kind from the Cemetery or mausoleum as soon as, in the Cemetery Manager or his/her designee's judgment, they have become unsightly, dangerous, or diseased, or when they do not conform to the standard maintained. The City shall bear no liability for any floral tributes, baskets or frames, or any item or portion of an item that has been placed upon any space as a tribute to the deceased.
10. Only one casket holding one deceased, or two (2) urns can be entombed in a slot.
11. Only one urn can be entombed in a niche.
12. No memorial can be attached until the slot or niche is paid for in full.
13. The same rules for transferring plots apply to the transfer of slots or niches.



City of Dania Beach Community Development Memorandum

DATE: 12/9/2025

TO: Mayor and Commissioners

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

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

SUBJECT: Releasing a declaration of restrictive covenant imposed pursuant to Resolution No. 2001-1486 for Site Plan SP-11-01 for Park N Fly located at 2200 NE 7th Avenue.

Request:

To release a previously required declaration of restrictive covenant associated with a Site Plan approval for Park N Fly.

Property Information:

EXISTING ZONING:	Port Everglades Development District (PEDD)
LAND USE DESIGNATION:	Employment Center
SITE ACREAGE:	Approx. 22.6 acres
EXISTING USE:	Warehouse
OPEN VIOLATIONS:	No open violations on the property.

Background:

In 2001 the City Commission approved a Site Plan for Park N Fly at this location, with the primary use being a parking lot. As a condition of the approval, the then property owner was required to place a declaration of restrictive covenants on the property as to the parking use.

In 2022, the property was sold to Bridge Port Dania 1616 LLC. Recently, Bridge Port submitted building permits for construction of a new warehouse facility. Therefore, as the parking lot use is no longer associated with the property, the owner is requesting the removal of the previous declaration.

Staff Analysis:

The requested declaration release has been reviewed by the City Attorney's office and the Community Development Department. The request is necessary, as the previous use of surface parking is no longer present on the site. If the declaration is not released, the property owner would be required to make payments to the City to allow surface parking use at the subject property where a warehouse exists today. Based on the nature of the request, staff supports the declaration release.

Budgetary Impact

None.

Recommendation

The Community Development Department is recommending the City Commission approve removal of the declaration from the subject property.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RELEASING A DECLARATION OF RESTRICTIVE COVENANT IMPOSED PURSUANT TO RESOLUTION NO.: 2001-186, FOR SITE PLAN APPLICATION SP-11-01, FOR THE PROPERTY LOCATED AT 2200 NE 7TH AVENUE, DANIA BEACH FL, IN THE CITY OF DANIA BEACH, FLORIDA; AS THE COVENANT IS NOW OBSOLETE; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Mayor and City Commission approved Resolution No.: 2001-186, for the site plan approval of application SP-11-1, for the Park 'N Fly, Inc., to develop a parking lot as a principal use on the property then known as the Pegasus Executive and Eller Industrial Plats, located east of Taylor Road, South of Eller Drive and North of the then Hertz rent-a-Car Facility, in Dania Beach, which bears the address of 2200 NE 7th Avenue, Dania Beach FL, legally described within Exhibit "A" and incorporated by this reference (the "Property"); and

WHEREAS, as a condition of the approval, the then property owner was required to place a declaration of restrictive covenants on the property as to the parking use and payment of a fee to the City for the authorization to allow paid parking as the principal use; and

WHEREAS, the declaration was executed on September 20th, 2002, and was recorded under CFN #102610477, Broward County OR Book 34492, at page 1820; and

WHEREAS, the only way that the declaration can be revoked is if the City authorizes same; and

WHEREAS, as the use is no longer associated with the property and as the City has approved a building permit (permit #: 22-1855), and authorized construction of the new project for the site which construction is nearing completion; and

WHEREAS, the Applicant has provided sufficient justification to request removal of the Declaration as the conditions no longer exist that required the imposition of the declaration; and

WHEREAS, the City's Staff Report analyzes the applicant's request to remove the declaration; and

WHEREAS, the City Commission conducted a duly noticed public hearing in accordance with Article 610 of the LDC.

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

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

Section 2. That the Declaration of Restrictive Covenant be released and that the Property Owner cover the City’s costs of recording the release in the Public Records, which release shall be in substantial form to the document enclosed as Exhibit A to this resolution.

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 take effect ten (10) days after 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

PREPARED AND RETURN TO:
Nectaria M. Chakas, Esq.
Lochrie & Chakas, P.A.
699 N. Federal Highway, Suite 400
Fort Lauderdale, FL 33304

TERMINATION AND RELEASE OF
DECLARATION OF RESTRICTIVE COVENANTS

THIS TERMINATION AND RELEASE OF DECLARATION OF RESTRICTIVE COVENANTS (the "Termination") is made as of the _____ day of _____, 20____ by **THE CITY OF DANIA BEACH**, a political subdivision of the State of Florida (the "City"), and **BRIDGE POINT DANIA 161, LLC**, a Delaware limited liability corporation (the "Owner").

WITNESSETH:

WHEREAS, Owner holds title in fee simple in and to the real property located in the City of Dania Beach, Broward County, Florida, which real property is more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, Owner's predecessor in title to the Property recorded a Declaration of Restrictive Covenants dated September 20, 2002, and recorded in Official Record Book 34492, Page 1820 of the Public Records of Broward County, Florida (the "Declaration") against the Property in connection with a site plan approval to construct a parking facility; and

WHEREAS, the parking facility authorized in connection with the Declaration has been discontinued, and the Property is no longer being used as a Park N' Fly lot, such that the Declaration is no longer necessary or applicable to the present or future use of the Property; and

WHEREAS, City and Owner desire to terminate, release, and discharge of record the Declaration as to the Property.

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Owner agree as follows:

1. The foregoing whereas clauses are true and correct and incorporated herein by reference.
2. The Declaration is hereby terminated, released and discharged of record in its entirety and shall be of no further force or effect as to the Property.

IN WITNESS WHEREOF, the parties have made and executed this Termination on the respective dates under each signature: CITY OF DANIA BEACH through its City Commission, acting by and through its Mayor, authorized to execute the same; and BRIDGE POINT DANIA 161, LLC acting by and through its Agent, duly authorized to execute the same:

ATTEST:

CITY:

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

WITNESSES:

Witness #1:

Signed: _____
Print Name: _____
Address: _____

Date: _____

Witness #2:

Signed: _____
Print Name: _____
Address: _____

Date: _____

DECLARANT:

BRIDGE POINT DANIA 161, LLC, a Delaware
limited liability company

By: _____
Print Name: Kevin Carroll
Address: 9525 W. Bryn Mawr Avenue, Suite 700,
Rosemont, Illinois 60018
Title: _____
Date: _____

ACKNOWLEDGEMENT

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of (check one): ____ physical
presence or ____ online notarization, this ____ day of _____, 20____, by
_____, who is the _____ of Bridge Point Dania 161, LLC, a
Delaware limited liability company, who is personally known to me or who has produced
_____ as identification.

Notary Public

Typed, printed or stamped name of Notary Public
My Commission Expires:

EXHIBIT "A"
Legal Description

LAND DESCRIPTION:

PARCEL "A", PEGASUS EXECUTIVE PLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 137, PAGE 15, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, A PORTION OF PARCEL "A", "ELLER INDUSTRIAL PROPERTIES", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 106, PAGE 17, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA AND A PORTION OF THE SOUTHEAST ONE-QUARTER (SE. 1/4) OF THE SOUTHWEST ONE-QUARTER (SW. 1/4) OF SECTION 23, TOWNSHIP 50 SOUTH, RANGE 42 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF PARCEL "A", OF SAID PEGASUS EXECUTIVE PLAT; THENCE SOUTH 01°34'15" EAST ALONG THE EAST LINE OF SAID PARCEL "A", 649.73 FEET TO THE SOUTH ONE-QUARTER (S. 1/4) CORNER OF SAID SECTION 23; THENCE SOUTH 02°16'58" EAST ALONG THE EAST LINE OF SAID PARCEL "A", 1336.35 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL "A"; THENCE SOUTH 88°04'20" WEST ALONG THE SOUTH LINE OF SAID PARCEL "A", 323.61 FEET; THENCE NORTH 02°02'11" WEST ALONG THE SOUTH LINE OF SAID PARCEL "A", 1329.06 FEET; THENCE SOUTH 88°06'48" WEST ALONG THE NORTHERLYMOST SOUTH BOUNDARY OF SAID PARCEL "A", 580.57 FEET TO THE NORTHERLYMOST SOUTHWEST CORNER OF SAID PARCEL "A" SAME BEING THE EASTERLY LINE OF THE 60 FOOT ACCESS RIGHT OF WAY AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP OF I-595 (STATE ROAD 862) SECTION 86095-2406 SHEETS 5 AND 6 OF 13 DATED 12-14-94; THENCE NORTHERLY THE FOLLOWING THREE (3) COURSES ALONG THE WEST LINE OF SAID PARCEL "A" AND THE EASTERLY LINE OF THE SAID ACCESS RIGHT OF WAY: 1. NORTH 21°52'04" EAST, 203.13 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 592.98 FEET; 2. NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 48°06'09", AN ARC LENGTH OF 466.79 FEET; 3. NORTH 12°43'46" WEST, 16.54 FEET TO THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE NORTHERLY AND NORTHEASTERLY THE FOLLOWING FIVE (5) COURSES ALONG THE EASTERLY LINE OF SAID ACCESS RIGHT OF WAY: 1. NORTH 01°54'15" WEST, 145.64 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS 55.00 FEET; 2. NORTHEASTERLY ALONG ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 46°43'02", AN ARC DISTANCE OF 44.85 FEET; 3. NORTH 44°48'47" EAST, 247.34 FEET TO THE POINT OF CURVATURE OF CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 98.00 FEET; 4. NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 72°29'44", AN ARC DISTANCE OF 120.20 FEET; 5. NORTH 02°18'54" EAST, 19.72 FEET TO THE NORTH LINE OF PARCEL "A" OF SAID "ELLER INDUSTRIAL PROPERTIES"; THENCE NORTH 02°18'54" EAST, 64.02 FEET TO A POINT LYING ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF I-595 AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP OF I-595 (STATE ROAD 862) SECTION 86095-2406 SHEET 5 OF 13 DATED 12-14-94, SAID POINT ALSO BEING A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 600.00 FEET, (A RADIAL LINE TO SAID POINT BEARS NORTH 45°11'13" WEST); THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE 06°34'17", AN ARC DISTANCE OF 68.82 FEET TO A POINT OF INTERSECTION WITH A LINE LYING 6.64 FEET WEST OF AND PARALLEL WITH NORTHERLY EXTENSION OF THE EAST LINE OF SAID PARCEL "A"; THENCE SOUTH 01°54'36" EAST ALONG SAID PARALLEL LINE LYING 6.64 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID PARCEL "A" AND THE NORTHERLY EXTENSION THEREOF, A DISTANCE OF 188.76 FEET; THENCE SOUTH 15°11'31" WEST, 68.01 FEET TO A LINE BEING 26.64 FEET OF AND PARALLEL WITH THE EAST LINE OF SAID PARCEL "A"; THENCE SOUTH 01°54'36" EAST ALONG SAID PARALLEL LINE, 314.56 FEET TO THE SOUTH LINE OF THE NORTH ONE-HALF (N. 1/2) OF THE SOUTHEAST ONE-QUARTER (SE. 1/4) OF THE SOUTHWEST ONE-QUARTER (SW. 1/4) OF SAID SECTION 23; THENCE NORTH 88°05'24" EAST ALONG SAID SOUTH LINE OF THE NORTH ONE-HALF (N. 1/2) OF THE SOUTHEAST ONE-QUARTER (SE. 1/4) OF THE SOUTHWEST ONE-QUARTER (SW. 1/4) OF SAID SECTION 23, A DISTANCE OF 557.22 FEET TO THE EAST LINE OF THE SOUTHWEST ONE-QUARTER (SW. 1/4) OF SAID SECTION 23; THENCE SOUTH 01°34'15" EAST ALONG EAST LINE OF THE SOUTHWEST ONE-QUARTER (SW. 1/4) OF SAID SECTION 23, A DISTANCE OF 23.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN THE CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA AND BROWARD COUNTY, FLORIDA, CONTAINING 24.193 ACRES (1,053,830 SQUARE FEET) MORE OR LESS

LAND DESCRIPTION PARCEL "A":

A PORTION OF PARCEL "A", "ELLER INDUSTRIAL PROPERTIES", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 106, PAGE 17, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, TOGETHER WITH A PORTION OF THE SOUTHEAST ONE-QUARTER (SE. 1/4) OF THE SOUTHWEST ONE-QUARTER (SW. 1/4) OF SECTION 23, TOWNSHIP 50 SOUTH, RANGE 42 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°34'36" EAST, ALONG THE SOUTHERLY EXTENSION OF THE EAST LINE OF SAID PARCEL "A", 30.00 FEET; THENCE SOUTH 88°05'24" WEST ALONG THE SOUTH LINE OF THE NORTH ONE-HALF (N. 1/2) OF THE SOUTHEAST ONE-QUARTER (SE. 1/4) OF THE SOUTHWEST ONE-QUARTER (SW. 1/4) OF SAID SECTION 23, A DISTANCE OF 26.64 FEET TO THE POINT OF

BEGINNING, THENCE SOUTH 88°05'24" WEST ALONG THE SOUTH LINE OF THE NORTH ONE-HALF (N. 1/2) OF THE SOUTHEAST ONE-QUARTER (SE. 1/4) OF THE SOUTHWEST ONE-HALF (SW. 1/4) OF SAID SECTION 23, A DISTANCE OF 256.67 FEET; THENCE QUARTER (SW. 1/4) OF SAID SECTION 23, A DISTANCE OF 256.67 FEET; THENCE NORTHEASTERLY ALONG THE EASTERLY LINE OF THE 60 FOOT ACCESS RIGHT OF WAY AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP OF 1-595 (STATE ROAD 862) SECTION 86085-2406 SHEET 5 OF 13 DATED 12-14-94 THE FOLLOWING FIVE (5) COURSES: 1. NORTH 01°34'15" WEST, 120.54 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS 58.00 FEET; 2. NORTHEASTERLY ALONG ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 46°43'02", AN ARC DISTANCE OF 44.85 FEET; 3. NORTH 44°48'47" EAST, 247.34 FEET TO THE POINT OF CURVATURE OF CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 95.00 FEET; 4. NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 72°29'44", AN ARC DISTANCE OF 120.20 FEET; 5. NORTH 02°18'54" EAST, 19.72 FEET TO THE NORTH LINE OF SAID PARCEL "A" OF SAID "ELLER INDUSTRIAL PROPERTIES"; THENCE NORTH 02°18'54" EAST, 64.02 FEET TO A POINT LYING ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF 1-595 AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP OF 1-595 (STATE ROAD 862) SECTION 86085-2406 SHEET 5 OF 13 DATED 12-14-94, SAID POINT ALSO BEING A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 600.00 FEET, (A RADIAL LINE TO SAID POINT BEARS NORTH 45°11'13" WEST); THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE 06°34'17", AN ARC DISTANCE OF 68.82 FEET TO A POINT OF INTERSECTION WITH A LINE LYING 6.64 FEET WEST OF AND PARALLEL WITH NORTHERLY EXTENSION OF THE EAST LINE OF SAID PARCEL "A"; THENCE SOUTH 01°34'35" EAST ALONG SAID PARALLEL LINE LYING 6.64 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID PARCEL "A" AND THE NORTHERLY EXTENSION THEREOF, A DISTANCE OF 189.76 FEET; THENCE SOUTH 15°11'31" WEST, 58.01 FEET TO A LINE BEING 26.64 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID PARCEL "A"; THENCE SOUTH 01°34'35" EAST ALONG SAID PARALLEL LINE, 314.56 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN THE BROWARD COUNTY, FLORIDA, CONTAINING 1.792 ACRES (78,074 SQUARE FEET) MORE OR LESS.

LAND DESCRIPTION PARCEL "B":

A PORTION OF PARCEL "A", PEGASUS EXECUTIVE PLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 137, PAGE 15, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, TOGETHER WITH A PORTION OF THE SOUTHEAST ONE-QUARTER (SE. 1/4) OF THE SOUTHWEST ONE-QUARTER (SW. 1/4) OF SECTION 23, TOWNSHIP 50 SOUTH, RANGE 42 EAST BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID PARCEL "A"; THENCE SOUTH 88°05'24" WEST ALONG THE NORTH LINE OF SAID PARCEL "A", 174.06 FEET TO A LINE BEING 174.06 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID PARCEL "A" SAME BEING THE POINT OF BEGINNING; THENCE SOUTH 01°34'15" EAST ALONG SAID PARALLEL LINE, 657.16 FEET TO THE EASTERLY EXTENSION OF THE NORTHERLYMOST SOUTH BOUNDARY LINE OF SAID PARCEL "A"; THENCE SOUTH 88°05'48" WEST ALONG SAID EASTERLY EXTENSION OF NORTHERLYMOST SOUTH BOUNDARY LINE AND THE NORTHERLY MOST SOUTH BOUNDARY LINE OF SAID PARCEL "A", 724.31 FEET TO THE NORTHERLYMOST SOUTHWEST CORNER OF SAID PARCEL "A" SAME BEING THE EASTERLY LINE OF THE 60 FOOT ACCESS RIGHT OF WAY AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP OF 1-595 (STATE ROAD 862) SECTION 86085-2406 SHEET 6 OF 13 DATED 12-14-94; THENCE THE FOLLOWING THREE (3) COURSES ALONG WEST LINE OF SAID PARCEL "A" AND THE EASTERLY LINE OF SAID 60 FOOT ACCESS RIGHT OF WAY: 1. NORTH 21°52'04" EAST, 203.13 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 592.98 FEET; 2. NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 45°06'09", AN ARC LENGTH OF 466.79 FEET; 3. NORTH 12°45'46" WEST, 16.84 FEET TO THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE NORTH 01°34'15" WEST, 25.00 FEET TO THE SOUTH LINE OF THE NORTH ONE-HALF (N. 1/2) OF THE SOUTHEAST ONE-QUARTER (SE. 1/4) OF THE SOUTHWEST ONE-QUARTER (SW. 1/4) OF SAID SECTION 23, THENCE NORTH 88°05'24" EAST ALONG SAID SOUTH LINE OF THE NORTH ONE-HALF (N. 1/2) OF THE SOUTHEAST ONE-QUARTER (SE. 1/4) OF THE SOUTHWEST ONE-QUARTER (SW. 1/4) OF SAID SECTION 23, A DISTANCE OF 639.83 FEET; THENCE SOUTH 01°34'15" EAST, 25.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN THE CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA, CONTAINING 9.889 ACRES (430,789 SQUARE FEET) MORE OR LESS.

LAND DESCRIPTION PARCEL "C":

A PORTION OF PARCEL "A", PEGASUS EXECUTIVE PLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 137, PAGE 15, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, TOGETHER WITH A PORTION OF THE SOUTHEAST ONE-QUARTER (SE. 1/4) OF THE SOUTHWEST ONE-QUARTER (SW. 1/4) OF SECTION 23, TOWNSHIP 50 SOUTH, RANGE 42 EAST BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°34'15" EAST ALONG THE EAST LINE OF SAID PARCEL "A", 649.73 FEET TO THE SOUTH ONE-HALF (S. 1/4) CORNER OF SAID SECTION 23; THENCE SOUTH 02°16'59" EAST ALONG THE EAST LINE OF SAID PARCEL "A", 1336.30 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL "A"; THENCE SOUTH 88°04'20" WEST ALONG THE SOUTH LINE OF SAID PARCEL "A", 323.61 FEET; THENCE NORTH 02°02'11" WEST ALONG THE SOUTH LINE OF SAID PARCEL "A", 1329.06 FEET TO THE NORTHERLYMOST SOUTHEAST CORNER OF SAID PARCEL "A"; THENCE NORTH 88°06'48" EAST ALONG THE EASTERLY EXTENSION OF THE NORTHERLYMOST SOUTH BOUNDARY OF SAID PARCEL "A", 143.74 FEET TO A LINE BEING 174.06 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID PARCEL "A"; THENCE NORTH 01°34'15" WEST ALONG SAID PARALLEL LINE, 592.16 FEET TO THE SOUTH LINE OF THE NORTH ONE-HALF (N. 1/2) OF THE SOUTHEAST ONE-QUARTER (SE. 1/4) OF THE SOUTHWEST ONE-QUARTER (SW. 1/4) OF SAID SECTION 23; THENCE NORTH 88°05'24" EAST ALONG SAID SOUTH LINE OF THE NORTH ONE-HALF (N. 1/2) OF THE SOUTHEAST ONE-QUARTER (SE. 1/4) OF THE SOUTHWEST ONE-QUARTER (SW. 1/4) OF SAID SECTION 23, A DISTANCE OF 174.06 FEET TO THE EAST LINE OF THE SOUTHWEST ONE-QUARTER (SW. 1/4) OF SAID SECTION 23; THENCE SOUTH 01°34'15" EAST ALONG EAST LINE OF THE SOUTHWEST ONE-QUARTER (SW. 1/4) OF SAID SECTION 23, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN THE CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA, CONTAINING 12.511 ACRES (544,997 SQUARE FEET) MORE OR LESS.



City of Dania Beach Finance Memorandum

DATE: 12/9/2025

TO: Mayor and Commissioners

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

VIA: Darryl McFarlane, IT Division Director

SUBJECT: Approval of Addendum to CivicPlus Master Services Agreement and Statement of Work

Request:

The IT Division requests approval of an Addendum to the Master Services Agreement (MSA) and Statement of Work (SOW) with CivicPlus, LLC. The Addendum incorporates additional legal, cybersecurity, branding, and public records compliance requirements into the City's existing agreement with CivicPlus.

Background:

On December 12, 2023, the City Commission approved Resolution No. 2023-157, authorizing a sole source purchase from CivicPlus, LLC for the design, implementation, hosting, and support of the City's CivicEngage Evolve website under a multi-year agreement. CivicPlus also provides related software services for CivicClerk and other digital platforms used by the City.

As the relationship between CivicPlus and the City has evolved, staff and legal counsel have collaborated with CivicPlus to incorporate critical statutory and contractual protections. The Addendum to the MSA and SOW includes the following updates:

- **Section 49 – Security Breach Notification**
Requires CivicPlus to notify the City of any data breach involving City information within 48 hours, and to comply with §501.171, Florida Statutes.
- **Section 50 – Governing Law and Venue**
Specifies that Florida law governs the agreement and establishes Broward County as the exclusive venue for disputes.
- **Section 51 – Public Records Compliance**
Requires CivicPlus to comply with Florida's public records laws, including §119.0701, Florida Statutes.
- **Amendment to Section 31 – Branding & Communications**
Prohibits CivicPlus from using the City's name, logo, or issuing press releases without

prior written approval from the City.

- **Amendment to Section 48 – Contract Modification Controls**

Prevents CivicPlus from implementing material contract changes—including to online terms—without express written approval from the City Commission.

These revisions ensure compliance with Florida law, preserve the City’s control over its branding and communications, and protect the integrity of the agreement.

Budgetary Impact

Recommendation

Approve the Addendum to the CivicPlus Master Services Agreement and Statement of Work, incorporating the legal, cybersecurity, and branding provisions outlined above, as authorized by the accompanying resolution.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING AN ADDENDUM TO THE MASTER SERVICES AGREEMENT AND STATEMENT OF WORK WITH CIVICPLUS, LLC, TO INCORPORATE ADDITIONAL SECURITY, GOVERNING LAW, PUBLIC RECORDS, BRANDING, AND CONTRACT UPDATE RESTRICTIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on December 12, 2023, the City Commission approved Resolution No. 2023-157, authorizing a sole source purchase from CivicPlus, LLC for CivicEngage Evolve municipal website redesign, implementation, hosting, and related services under a multi-year agreement; and

WHEREAS, CivicPlus, LLC and the City have continued their contractual relationship under a Master Services Agreement (“MSA”) and Statement of Work (“SOW”), including the CivicEngage, CivicClerk, and related software platforms; and

WHEREAS, the City and CivicPlus desire to execute an Addendum to the MSA and SOW to incorporate additional terms necessary for compliance with Florida law, including data security requirements, Florida public records obligations, Florida governing law and venue, and limitations on unilateral contract modifications; and

WHEREAS, the Addendum adds Section 49 requiring CivicPlus to provide 48-hour notice of any security breach involving City data and comply with §501.171, Florida Statutes; and

WHEREAS, the Addendum adds Section 50 providing that the Agreement shall be governed by the laws of the State of Florida and that venue for any action shall lie exclusively in Broward County, Florida; and

WHEREAS, the Addendum adds Section 51 requiring CivicPlus to comply with all Florida public records requirements, including §119.0701, Florida Statutes; and

WHEREAS, the Addendum amends MSA Section 31 to require City approval before CivicPlus may display the City’s name or logo, and prohibits any press release regarding the relationship without prior approval of the non-issuing party; and

WHEREAS, the Addendum amends MSA Section 48 to prohibit CivicPlus from implementing any material contractual changes, including updates to its online terms, without prior City Commission approval and written acceptance by the City; and

WHEREAS, the City Commission finds that approval of the Addendum is in the best interests of the City and necessary to ensure statutory compliance, data protection, control over branding and communications, and maintenance of negotiated contract terms.

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

Section 1. The above “Whereas” clauses are ratified and confirmed as true and correct and are incorporated herein as the legislative findings of the City Commission.

Section 2. The City Commission hereby approves the Addendum to the Master Services Agreement and Statement of Work with CivicPlus, LLC, attached hereto and incorporated as Exhibit “A”, including the additions and amendments described therein (Sections 49–51, and amendments to MSA §§31 and 48).

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

Section 4. This Resolution shall take effect ten (10) days after 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 _____

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



Master Service Agreement and Statement of Work Addendum

THIS Master Services Agreement and Statement of Work Addendum (“Addendum”) hereby sets forth the (i) additional terms and conditions applicable to the Master Services Agreement, found at: <https://www.civicplus.help/hc/en-us/p/legal-stuff>, and/or Statement of Work (“Agreements”) and/or (ii) amendments to specific provisions of the terms and conditions which exist in the Agreements (collectively, the “Special Terms”), as described below, as agreed upon by CivicPlus and Dania Beach, FL. The Special Terms shall be deemed to amend, modify, supplement, replace and/or supersede (as applicable) any inconsistent provisions of the Agreements, to the extent of the inconsistency.

ALL TERMS AND CONDITIONS OF THE AGREEMENTS NOT EXPRESSLEY MODIFIED HEREIN SHALL REMAIN IN FULL FORCE AND EFFECT.

Capitalized terms used and not defined herein shall have the meanings assigned to them in the Agreements (to which this Addendum is attached and incorporated).

1. ADDITIONAL SECTIONS

49. In the event of a security breach involving City data, CivicPlus shall notify the City Manager and City Attorney within 48 hours and comply with §501.171, F.S., including coordination of any required notice to affected individuals.

50. This Agreement shall be governed by the laws of the State of Florida, and any legal action related to the performance or interpretation of this Agreement shall be filed in Broward County, FL.

51. Public Records. During the lifetime of the Agreement, CivicPlus shall comply with Chapter 119, Florida Statutes, and §119.0701, Florida Statutes. CivicPlus shall keep and maintain public records required to perform the services and shall provide such records to the City upon request in a reasonable time and manner at no more than the cost allowed by law. Upon termination of the Agreement, CivicPlus shall transfer all public records relating to the Agreement to the City. CivicPlus may charge reasonable fees consistent with §119.07(4)(d), Florida Statutes, for extensive use of resources required to respond to public records requests. If CivicPlus fails to provide records, the City may terminate the Agreement and CivicPlus may be subject to penalties under Florida law. IF CIVICPLUS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS, IT MUST CONTACT THE CITY CLERK, CITY OF DANIA BEACH, 100 W. DANIA BEACH BLVD., DANIA BEACH, FL 33004; (954) 924-6800

2. AMENDMENTS

The terms and conditions of the Agreement are hereby amended as follows:

Document and Section	Amended Language
MSA § 31	Customer hereby authorizes CivicPlus to include CivicPlus’s name and logo inconspicuously within the Customer’s instance of the Services, with Customer’s approval. Customer may publicly refer to itself as a customer of the CivicPlus Services, including on Customer’s website and in sales presentations. Notwithstanding the foregoing, each Party hereby grants the other a limited, worldwide, license to use the other’s logo in conformance with such Party’s trademark usage guidelines and solely for the purposes of providing the Services. Use of logo requires city commission authorization. In no event will either Party issue a press release publicly announcing this relationship without the approval of the other Party, such approval not to be unreasonably withheld.
MSA § 48	Due to the rapidly changing nature of software as a service and digital communications, CivicPlus may unilaterally update this Agreement from time to time. In the event CivicPlus believes such change is a material alteration of the terms herein, CivicPlus will provide Customer with written notice describing such change via email or through its website. Such change shall not be implemented without City Commission approval, and which Customer must notify CivicPlus of its objection or acceptance within a reasonable time following receipt of notice of such update.



Acceptance

IN WITNESS WHEREOF, the Parties have caused this Addendum to be executed by their duly authorized representatives as of the dates below.

Customer

CivicPlus

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:



City of Dania Beach Parks & Recreation Memorandum

DATE: 12/9/2025

TO: Mayor and Commissioners

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

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

SUBJECT: Agreement with Advanced Multi Sign for Veterans Park Sign

Request:

The Parks and Recreation Department is requesting authorization of an agreement with Advanced Multi Sign Corp. to furnish and install Veterans Park sign in the amount of Ten Thousand Nine Hundred Ninety Six Dollars and Eight Cents (\$10,996.08) utilizing the City's Commission Budget.

Background:

The Parks & Recreation Department obtained three (3) quotes as per the procurement policy (quotes and design attached):

Vendor Quote Price

1. Advanced Multi Sign - \$10,996.08
2. Signarama - \$12,054.00
3. Saul Signs - \$15,546.58

As we continue to expand our parks and recreation system and raise the level of expectations, we are looking to add a park sign to Veterans Park. The sign will help identify the area for the park that it is, while also aligning with our branding guidelines. It is important to uniform our park signage so that people know when they are at a Dania Beach park. This sign will serve as one of the ongoing improvements to Veterans Park. The Parks and Recreation Department continues to expand its parks inventory and parkland acreage; this will allow us to seek additional grant funding opportunities.

We reached out to multiple vendors for quotes, provided specifications and hosted an onsite meeting to ensure the scope of work matched up. We recommend authorizing an agreement with Advanced Multi Sign in the amount of Ten Thousand Nine Hundred Ninety Six Dollars and Eight Cents (\$10,996.08). The Parks and Recreation Department will continue to work with the Finance Team to ensure all procurement policies are being followed, as intended.

Budgetary Impact

Furnishing and installation in the amount of Ten Thousand Nine Hundred Ninety Six Dollars and Eight Cents (\$10,996.08) will be funded with a transfer from account number 001-11-01-511-82-10 to account number 001-11-01-511-31-10.

Recommendation

It is recommended that the City Commission adopt the resolution authorizing an agreement with Advanced Multi Sign Corp. to furnish and install Veterans Park sign in the amount of Ten Thousand Nine Hundred Ninety Six Dollars and Eight Cents (\$10,996.08) utilizing the City's Commission Budget.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH ADVANCED MULTI SIGN CORP. TO FURNISH AND INSTALL VETERANS PARK SIGN, PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has worked with Advanced Multi Sign for previously installed park monument signs and is satisfied with the services provided and

WHEREAS, a new sign at Veterans Park will help identify the park and align with City branding and uniformity throughout parks and recreation facilities and

WHEREAS, the City has followed the procurement policies in place to ensure appropriate processes were adhered to and Advanced Multi Sign Corp. was the lowest and most responsive bidder and

WHEREAS, furnishing and installation of the sign will cost Ten Thousand Nine Hundred Ninety-Six Dollars and Eight Cents (\$10,996.08) and will be funded utilizing the City's Commission Budget.

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 new sign at Veterans Park aligns with City branding and the proper procurement policies and processes were followed.

Section 3. That the City Commission authorizes the proper City officials to execute an agreement with Advanced Multi Sign Corp to furnish and install a sign at Veteran's Park, which agreement is attached as Exhibit "A" and incorporated by this reference into this Resolution.

Section 4. That furnishing and installation in the amount of Ten Thousand Nine Hundred Ninety Six Dollars and Eight Cents (\$10,996.08) will be funded with a transfer from account number 001-11-01-511-82-10 to account number 001-11-01-511-31-10.

Section 5. 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 _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

AGREEMENT FOR FABRICATION AND INSTALLATION OF VETERANS PARK SIGN

This Agreement (“Agreement”) is made between the **City of Dania Beach, Florida** (“City”) and **Advanced Multi Sign Corp.**, a Florida corporation authorized to do business in the State of Florida (“Contractor”).

1. Scope of Work

Contractor shall furnish all labor, materials, equipment, engineering, permitting support, and installation services necessary to fabricate and install the **non-illuminated, double-faced monument sign for Veterans Park** as shown in **Exhibit A** (design package dated 10/17/2024 and Quote No. 2500975).

No deviation from the approved design may be made without prior written authorization from the City.

2. Contract Price

The City shall pay Contractor a lump-sum amount of \$10,996.08, which includes:

- Fabrication
- Engineering seal & calculations
- Installation
- Monument cover

Permit **hard costs** will be paid by the City only upon submitting official permit fee documentation and pre-authorization by the City. No other fees, trip charges, administrative surcharges, or additional costs may be billed without prior written approval.

Permit **hard costs** will be paid by the City only upon submitting official permit fee documentation and pre-authorization by the City. No other fees, trip charges, administrative surcharges, or additional costs may be billed without prior written approval.

3. Payment Terms

The City shall pay Contractor fifty percent (50%) of the Contract Price (\$5,483.04) as a deposit upon execution of this Agreement. The deposit is authorized because the project involves custom fabrication and material procurement that must be completed prior to installation.

The remaining fifty percent (50%) balance shall be paid after final installation, inspection, and written acceptance by the City in accordance with the Florida Prompt Payment Act, §§218.70–218.80, Florida Statutes.

Contractor acknowledges:

1. The deposit does not incorporate or accept any contractual terms contained within the Contractor's quote unless expressly included in this Agreement.
2. No additional fees (including trip charges, cancellation fees, administrative fees, or surcharges) are permitted unless approved in writing by the City.
3. The City retains full rights to reject or require correction of any nonconforming work before final payment is issued.

All invoices must be submitted in a form acceptable to the City. Payment of the deposit may not be construed as acceptance of any portion of the work.

4. Time for Completion

Contractor shall begin work upon receipt of the Notice to Proceed and complete installation within 60 calendar days, subject to approved permitting timelines.

5. Permits

Contractor is responsible for preparing all drawings and submitting materials for the building permit. City will pay only the actual permit fees charged..

6. Insurance

Contractor shall maintain:

- **Commercial General Liability** (\$1,000,000 per occurrence; City named as Additional Insured)
- **Workers' Compensation** (statutory)
- **Automobile Liability** (\$1,000,000 CSL)

Certificates must be provided before work begins.

7. Indemnification

Contractor shall indemnify the City for damages caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, subject to the limitations of **§768.28, Florida Statutes**.

No provision shall require the City to indemnify, defend, or hold harmless.

8. Protection of Property; Responsibility for Damage

Contractor shall be fully responsible for protecting all existing improvements, utilities, pavements, sidewalks, curbs, irrigation systems, trees, shrubs, sod, and all other landscaping or hardscape features located within or adjacent to the work area.

Contractor shall be liable for any and all damage to concrete, asphalt, pavers, hardscape, landscaping, irrigation lines, utilities, or any City-owned or third-party property caused by Contractor, its employees, agents, or subcontractors during fabrication, delivery, installation, excavation, or any related construction activity.

If any such damage occurs, Contractor shall:

1. Immediately notify the City,
2. Repair or replace the damaged property at Contractor's sole cost, using materials and workmanship equal to or better than the original condition, and
3. Complete all repairs within the time specified by the City, and in no event later than fourteen (14) days after notice unless the City authorizes otherwise in writing.

If Contractor fails to complete repairs within the required time, the City may, at its sole discretion:

- Perform the repairs itself or through a third party, and
- Back-charge Contractor for the full cost, including administrative and inspection expenses.

Contractor's obligations under this Section apply regardless of whether the damage was accidental, caused by excavation, equipment use, installation methods, or any other act or omission by Contractor. Contractor's indemnification obligations under this Agreement extend to all damages covered by this Section.

9. Public Records

Contractor shall comply with Chapter 119, Florida Statutes, and shall:

- Keep and maintain records required by the City to perform the work,
- Provide public access to such records as required by law,
- Transfer all public records to the City upon termination of the Agreement.

10. Ownership of Deliverables

The monument sign becomes the property of the City upon installation and acceptance. Contractor has no right to remove the sign for nonpayment or any other reason.

11. Change Orders

Any change in scope, materials, cost, or installation details requires prior written approval by the City. Unapproved charges will not be paid.

12. Warranty

12.1 Workmanship Warranty

Contractor warrants that all work performed under this Agreement—including fabrication, engineering, installation, anchoring, concrete foundation work, finishes, and assembly—shall be free from defects in workmanship and shall conform to all approved plans, specifications, applicable codes, and industry standards.

This workmanship warranty shall remain in effect for one (1) year from the date of final acceptance by the City.

If any defect in workmanship is discovered during the warranty period, Contractor shall, at its sole cost and expense and within the time specified by the City:

1. Inspect the defect,
2. Repair or replace the defective work, materials, or components, and
3. Restore all affected areas to original or better condition.

12.2 Materials Warranty

Contractor warrants that all materials used in the fabrication and installation of the monument sign shall be new, of good quality, and suitable for outdoor municipal use. Contractor shall pass through and honor all manufacturer warranties for paint, aluminum, fasteners, structural components, and any other materials.

12.3 Structural and Foundation Warranty

Contractor warrants that the foundation, footings, anchoring, embedded steel, and any structural components shall be free from failure, movement, cracking beyond hairline tolerance, or instability for a period of one (1) year from final acceptance.

12.4 Exclusions

This warranty does not cover damage caused by:

- Vandalism or criminal acts
- Vehicle impacts
- Fire, floods, hurricanes, or natural disasters
- Misuse or alterations not performed by Contractor

Normal weathering and fading consistent with South Florida conditions are excluded only to the extent such fading falls within accepted industry tolerances.

12.5 No Limitation by Vendor Quote

Any contrary warranty limitations or disclaimers in Contractor's quote or proposal are expressly rejected. The warranties in this Section control and supersede any vendor-provided warranty language.

12.6 Survival

The warranties in this Section survive final payment and acceptance of the work.

13. Termination

The City may terminate for convenience with 10 days' written notice.

Contractor will be paid for work performed to date but not for unearned profits or penalties.

14. Governing Law & Venue

This Agreement is governed by Florida law. Venue lies exclusively in Broward County, Florida.

15. Safety and Compliance

Contractor shall comply with OSHA, the Florida Building Code, ADA requirements, and all local, state, and federal laws. Contractor shall install all necessary safety barricades, traffic control, and protective measures to safeguard workers and the public.

16. Licenses and Qualifications

Contractor warrants it is properly licensed and qualified to perform the work and will maintain all required licenses, certifications, and registrations for the duration of the Agreement.

17. Subcontractors

No subcontractor may perform any portion of the work without prior written approval from the City.

Contractor is responsible for the acts, omissions, and performance of all subcontractors.

18. Clean-Up and Restoration

Contractor shall keep the site clean and free of debris at all times and shall restore all disturbed areas—including sod, soil, irrigation, concrete, and hardscape—to equal or better condition at no cost to the City.

19. Compliance with Laws

Contractor shall comply with all applicable federal, state, and local laws, regulations, permit conditions, and codes, including safety and environmental requirements.

20. No Liens / Release of Lien Rights

This project is a public improvement on public property. Contractor shall not file or permit any lien or claim of lien against City property.

Lien releases from subcontractors, suppliers, and materialmen must be provided before final payment.

21. Independent Contractor

Contractor is an independent contractor and not an employee, agent, or representative of the City.

22. Assignment

Contractor may not assign or transfer this Agreement, in whole or in part, without prior written consent of the City.

Unauthorized assignments are void.

23. Default and City Remedies

Contractor is in default if it:

1. Fails to perform required work,
2. Fails to maintain insurance or licenses,
3. Fails to comply with any material term, or
4. Abandons or delays the work without cause.

City will provide a **7-day opportunity to cure**.

If not cured, the City may terminate, complete work through others, and deduct costs from amounts owed, or pursue any legal re

24. Survival

The following provisions survive termination:

- Indemnification
- Protection of Property
- Public Records
- No Liens
- Warranty
- Default and Remedies

25. Entire Agreement

This Agreement, together with Exhibit A (design drawings and technical specifications), constitutes the entire agreement between the parties. It supersedes all prior or contemporaneous proposals, negotiations, representations, or agreements, whether written or oral.

The Contractor's Quote No. 2500975 is incorporated solely for the limited purpose of identifying the sign design, dimensions, materials, color references, and technical specifications. All other terms, conditions, disclaimers, limitations of liability, cancellation fees, deposit terms, ownership provisions, privacy policies, or any other contractual language contained in the Contractor's quote or proposal are expressly rejected and shall have no force or effect.

In the event of any conflict between the Contractor's quote and this Agreement, the terms of this Agreement shall control in all respects.

SIGNATURES ON THE FOLLOWING PAGES

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

ATTEST:

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

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

ANA M. GARCIA, ICMA-CM
CITY MANAGER

Dated: _____

APPROVED FOR FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

CONTRACTOR:
Advanced Multi Sign Corp.
a Florida corporation

WITNESSES:

SIGNATURE

PRINT Name

SIGNATURE

PRINT Name

SIGNATURE

PRINT Name

Title

STATE OF FLORIDA}

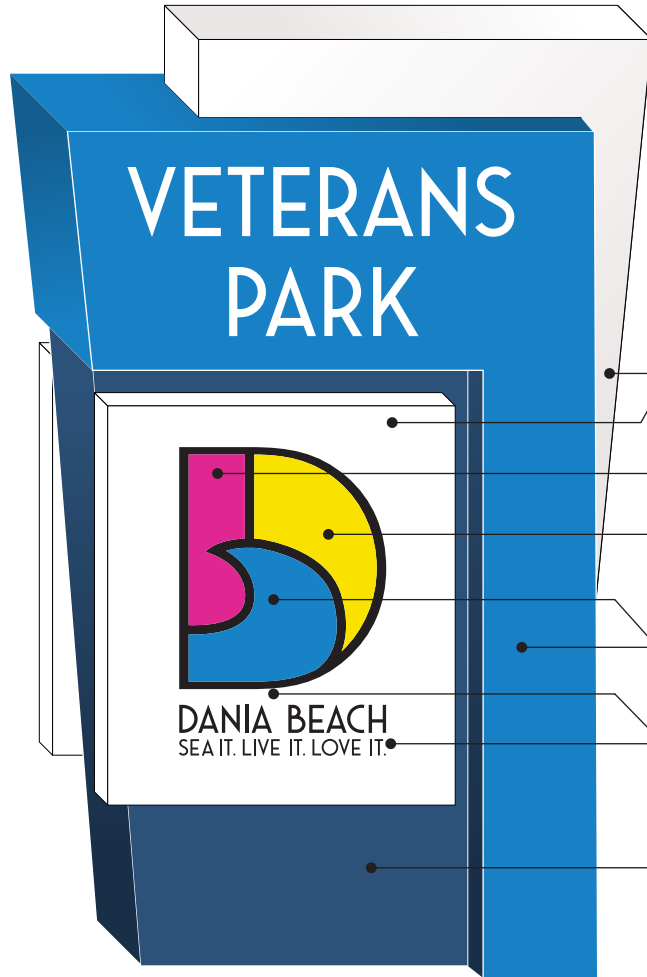
COUNTY OF MIAMI-DADE}

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization, on _____, 2025, by _____, as _____
_____ of Advanced Multi Sign Corp., a Florida corporation. He/she is personally
known to me or has produced _____ as identification.

My Commission Expires:

NOTARY PUBLIC
State of Florida

NEW MONUMENT SIGN (NO LIT)
ELEVATION



WHITE MATTHEW SATIN FINISH

PINK MP 26452 MATTHEW SATIN FINISH

PROCESS YELLOW (SPECIAL MIX 20185)
MATTHEW SATIN FINISH

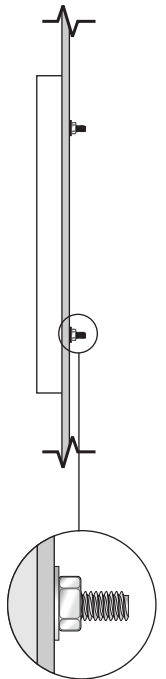
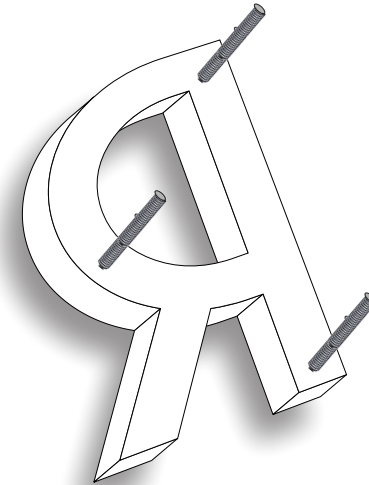
PROCESS BLUE (SPECIAL MIX 20185)
MATTHEW SATIN FINISH

BLACK MATTHEW SATIN FINISH

BLUE MP 28073 MATTHEW SATIN FINISH



• 0.25" ALUMINUM LETTER PAINTED WHITE



NOTES:

DOUBLE FACE



UNDERWRITERS
LABORATORIES, INC.
LISTED

Advanced
multi sign
(305) 805-3636
www.advancedmultisign.com

DATE: 10/17/2024
Design: VETERANS PARK
Address: DANIA BEACH CITY

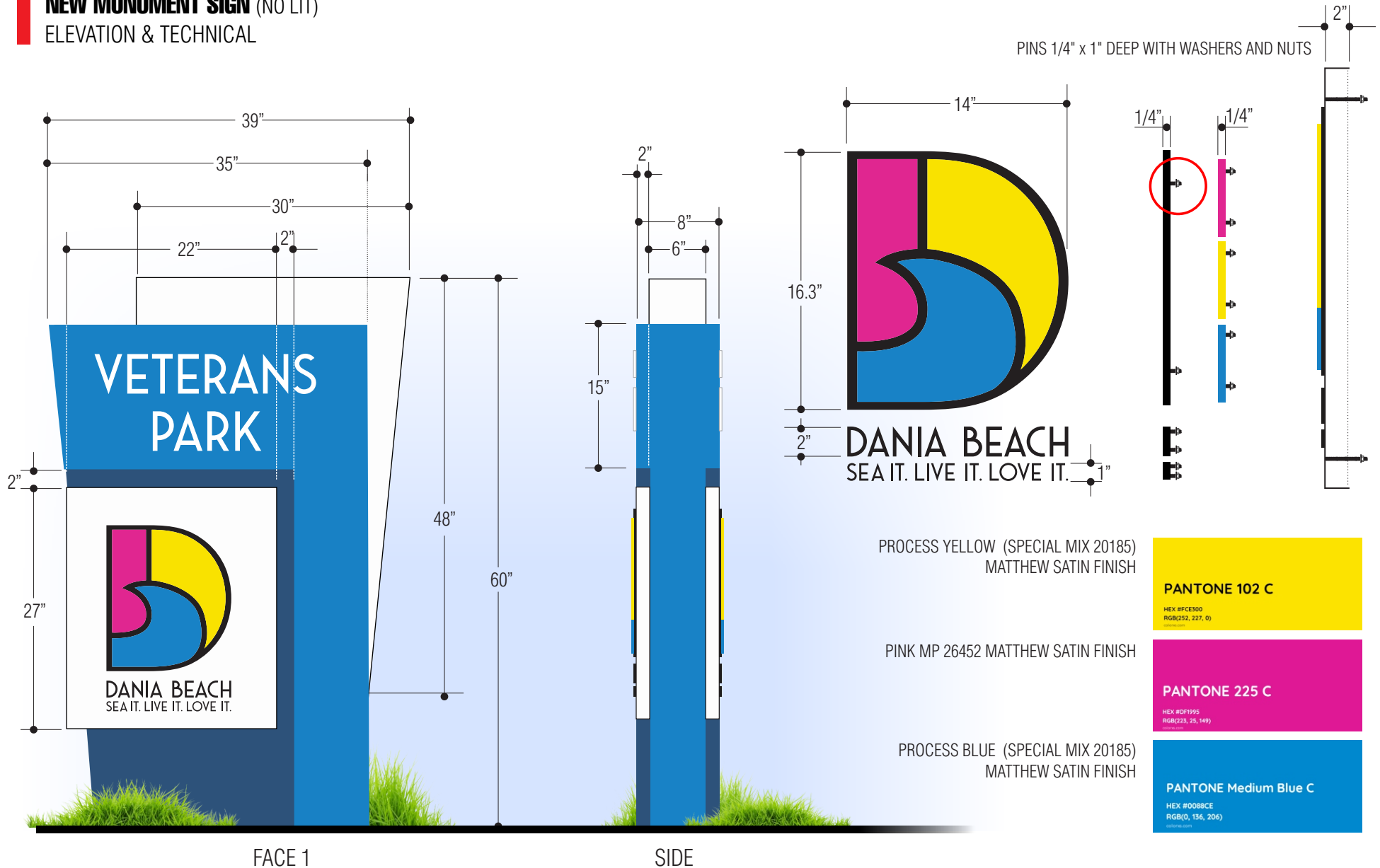
Designer: MS Rev: 01 Scale: NTS

2500975

1 of 4

Electrical Contractor License ES-12000622 Work Compensation#76 WEG NQ8710 Insurance Policy # 01798534-2

NEW MONUMENT SIGN (NO LIT) ELEVATION & TECHNICAL



NOTES:

DOUBLE FACE



UNDERWRITERS
LABORATORIES, INC.
LISTED

Advanced
multi sign
(305) 805-3636
www.advancedmultisign.com

DATE: 10/17/2024
Design: VETERANS PARK
Address: DANIA BEACH CITY

Designer: MS Rev: 01 Scale: NTS

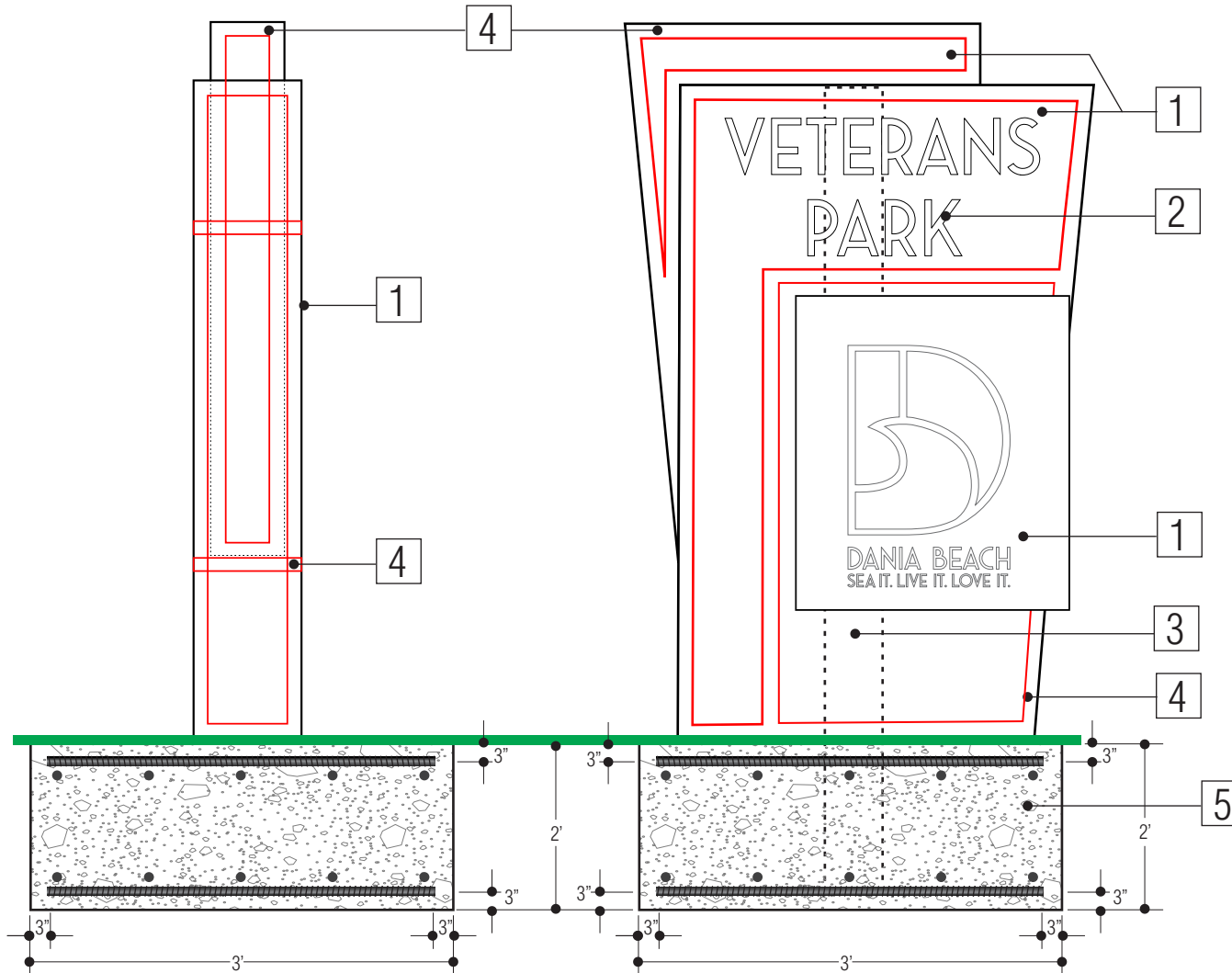
2500975

2 of 4

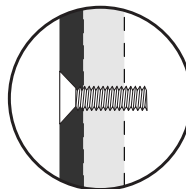
Electrical Contractor License ES-12000622 Work Compensation#76 WEG NQ8710 Insurance Policy # 01798534-2

NEW MONUMENT SIGN (NO LIT)

TECHNICAL



- 1 .090" ALUMINUM WELDED STRUCTURE & FACES (PAINTED)
- 2 .25" ALUMINUM LETTER PAINTED WHITE W/ PINS WASHERS & NUTS
- 3 4" X 4" X 3/16" X 84" GRADE STEEL TUBE
- 4 WELDED ALUMINUM ANGLES 1-1/2" X 1-1/2" FOR CONNECTION & SUPPORT ALL AROUND
- 5 CONCRETE FOOTER OPTIONS (2500 PSI) 3' X 3' X 2' (SPREAD, WITH (4) #5 BARS EACH WAY, TOP+BOT)



ONE OF THE TWO SIDES IS REGISTRABLE

NOTES:

SOIL STATEMENT:
BASE ON A VISUAL OBSERVATION, THE SOIL ON SIDE CONSIST ON SAND AND ROCK WITH A PRESUMPTIVE BEARING CAPACITY OF 2,000 PSF/FT

IF OTHER CONDITIONS EXIST, THE CONTRACTOR SHALL NOTIFY THIS ENGINEER FOR INSTRUCTIONS. A LETTER WILL BE PROVIDED UPON EXCAVATION TO VERIFY THE SOIL CONDITION.



Advanced
multi sign
(305) 805-3636
www.advancedmultisign.com

DATE: 10/17/2024
Design: VETERANS PARK
Address: DANIA BEACH CITY

Designer: MS Rev: 01 Scale: NTS

2500975

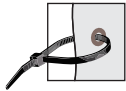
3 of 4

Electrical Contractor License ES-12000622 Work Compensation #76 WEG NQ8710 Insurance Policy # 01798534-2

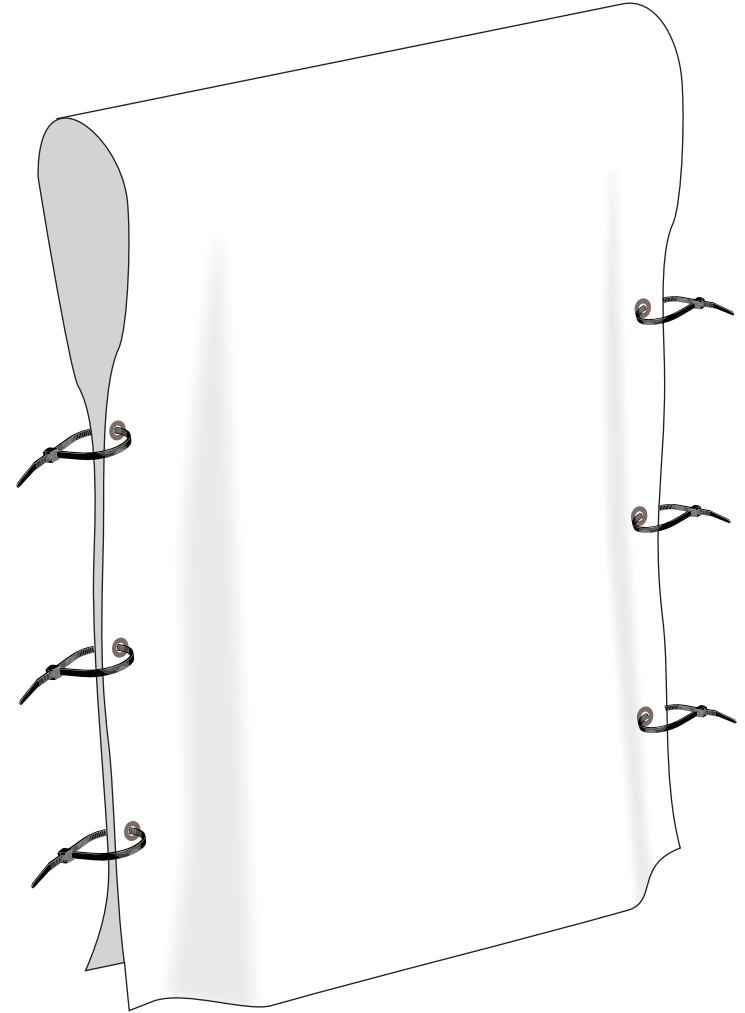
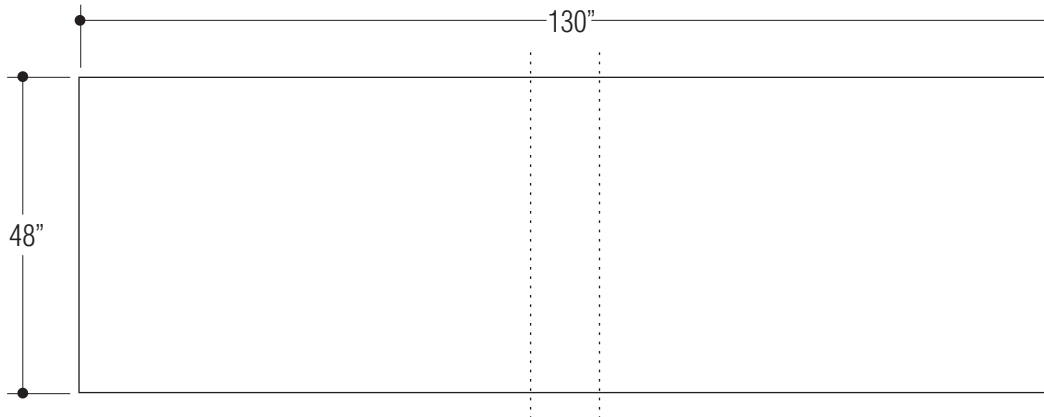
MONUMENT COVER

TECHNICAL

MONUMENT TO COVER



TIRE UP, GROMMETS & BANNER



NOTES:

DOUBLE FACE



UNDERWRITERS
LABORATORIES, INC.
LISTED

Advanced
multi sign
(305) 805-3636
www.advancedmultisign.com

DATE: 10/17/2024
Design: VETERANS PARK
Address: DANIA BEACH CITY

Designer: MS Rev: 01 Scale: NTS

2500975

4 of 4

Electrical Contractor License ES-12000622 Work Compensation#76 WEG NQ8710 Insurance Policy # 01798534-2

Advanced Multi Sign
 7956 WEST 26 CT, Mailing address: POBOX 160718, HIALEAH, FL 33016-0000
 (305) 805-3636
 DIR #: MDCPS-6516295
 License #: ES-12000622
 www.advancedmultisign.com



Quote 2500975

City of Dania Beach Veterans Park

SALES REP INFO
 Daniel Tarrab
 Sales Rep
 danielt@advancedmultisign.com
 (786) 210-7163

QUOTE DATE
 Mon, 09/29/2025
 QUOTE EXPIRY DATE
 Wed, 10/29/2025
 TERMS
 Net 15

REQUESTED BY
 City of Dania Beach-FL
 100 DANIA BEACH BLVD
 DANIA BEACH, FL 33004

CONTACT INFO
 Franky
 FLAZO@DANIABEACHFL.GOV
 (954) 699-8663

#	ITEM	QTY	UOM	U.PRICE	TOTAL (EXCL. TAX)	TAXABLE
1	Double Sided, Nonilluminated Monument Sign Overall Size: 60" x 39" Reading: Veteran's Park, w/ Dania Beach Logo Colors: Painted Using Matthew's Paint, to match Pantones 102C, 225C, Medium Blue C - Price includes steel post, foundation excavation, concrete pouring, and debris disposal. - Excludes Paving, Parking paving, landscaping plans, landscaping, boundary survey. <i>It is a requirement of this agreement that the city be added to the insurance (general liability, workers compensation and automobile) as an additional insured</i> Specifications Monument Color: Custom (painted)	1	Unit	\$9,553.2223	\$9,553.22	Y
2	Engineering Seal and Calculations Engineering	1	Each	\$392.86	\$392.86	Y
3	Permit Process Acquisition Fee (In Person) THE PERMIT ACQUISITION FEE CORRESPONDS TO THE LABOR OF PROCESSING THE PERMIT DIGITALLY AND IT IS NOT REFUNDABLE. ADVANCED MULTI-SIGN DOESN'T GUARANTEE ZONING APPROVAL FROM THE CITY PROCESS. THE COST OF THE PERMIT IS EXCLUDED FROM THIS FEE. THE PROCESSING PERMIT FEE WILL COVER: - SET UP ALL FORMS AND DOCUMENTS NEEDED FOR THE BUILDING DEPARTMENT PERMIT PROCESS. - IF IN-PERSON SUBMITTAL THERE WILL BE AN ADDITIONAL CHARGE OF 250 TO COVER TIME FOR PROCESSING PLANS IN THE BUILDING DEPARTMENT AND ONE FULL TRIP (WHICH INCLUDES TRAVEL DISTANCE TO THE BUILDING DEPARTMENT). ANY ADDITIONAL TRIP TO THE BUILDING DEPARTMENT WILL HAVE AN EXTRA CHARGE OF 225.00 WHICH INCLUDES ALL DOCUMENT PREPARATIONS AND PLAN REVISION THAT DOESN'T REQUIRE ENGINEERING REWORK. - THIS PRICE EXCLUDES HARD COST OF PERMITS. THE HARD COST OF THE PERMIT MUST BE ADVANCED TO ADVANCED MULTI SIGN IN A FORM RETAINER FEE OF 600.00. THE REMAINING BALANCE NOT USED WILL BE APPLIED IN A FORM OF CREDIT TO THE FINAL INVOICE) ==	1	Each	\$800.00	\$800.00	Y
4	Cover for Monument SIZE: 4' x 5'	1	Each	\$250.00	\$250.00	Y

READ CAREFULLY...This handcrafted quote is based on the specific information you've given and is valid for 30 days. When you submit a deposit for this order, you are entering into an agreement with Advanced Multi Sign Corp. to approve and proceed with this quote. You agree to pay the full amount of the quoted price, as detailed in this estimate, plus any costs associated with this job not included in this estimate but necessary for its completion. A 50% deposit is required to begin work. Once we receive your deposit, we'll schedule your project and provide you with an estimated completion date. The remaining balance is due upon completion of your order. For sales orders, the final balance will be collected by valid credit card before installation, with charges applied at the time of installation.

If you need to make changes, please understand that modifications to quantity, layout, or specifications may affect your price. We will provide an updated quote based on any changes.

Turnaround time begins only after all necessary approvals are received. This may include customer approval, landlord approval, or building department approval. Our company provides warranties for the components used in fabrication such as plastics, metals, LEDs, transformers, and other electrical parts. All warranties are in accordance with the manufacturer's coverage. A complete warranty document is available at www.advancedmultisign.com

Pricing reflects manufacturing and installation labor during regular business hours. Jobs scheduled at night, on Saturdays, or on Sundays require different rates and a new estimate. Layout approval is the ultimate guide for production. Please carefully review colors, spelling, sizes, and specifications before approval. If changes are made after final approval, additional charges may apply. If a job is canceled after design, survey, or permitting has begun, there will be a \$500 charge for office work related to permitting, plus 10% of the total job value for expenses incurred. If canceled after the sign is manufactured, manufacturing and permitting costs must be paid in full. If canceled after scheduling, a minimum fee of \$480 will be applied.

A dedicated electrical line to the sign, compliant with code, must be provided within 5–6 feet of the sign location at the time of installation. If it is not present, and an additional trip is required, a minimum charge of \$395 will apply. During installation, it may be necessary to penetrate walls to secure the sign and run electrical power. We seal these openings with silicone, but this is not a permanent waterproofing solution. Long-term protection should be addressed by the general contractor, or through preventative maintenance, which we can provide as a service. When a sign is removed, we will temporarily caulk the holes, but proper wall finishing is the responsibility of the customer and outside our scope of work.

When excavation and concrete work is required, we are not responsible for damage to nearby asphalt or landscaping. Customers are responsible for ensuring that all utilities (electrical, sprinklers, gas, fiber optics, etc.) are properly marked. We are not liable for damages to unmarked or hidden utilities. The installation area must be accessible for our truck and crew, and any obstructions such as trees, canopies, or structures should be removed beforehand. In some cases, access holes may be required behind walls or ceilings to allow for service or inspection. If this is required, there will be a minimum charge of \$440, unless it is arranged separately with a general contractor.

Our total liability is limited to the contract amount and will not exceed that amount for any present or future claims. We cannot accept responsibility for damages, delays, or loss beyond our control, including weather or natural forces. Maintenance performed by companies other than Advanced Multi Sign will void warranty coverage. Timing controllers such as photocells or timers are not included unless explicitly stated in writing.

Signs remain the property of Advanced Multi Sign until the final balance is paid in full. In the event of payment default, or if the customer refuses delivery, the entire remaining balance will become immediately due and payable. All prior payments will be retained as liquidated damages along with associated legal or attorney's fees. If payment is not made upon completion, Advanced Multi Sign is authorized to remove the sign, and the customer agrees to provide access for sign retrieval. All sales are final, as products are manufactured to customer specifications and cannot be returned.

Advanced Multi Sign respects your privacy. In the process of preparing estimates, managing permits, and completing orders, we may collect information such as your name, address, phone number, email, and payment details. This information is used only to complete your project, communicate with you, and meet legal requirements. We do not sell or rent customer information. Data may be shared only with trusted service providers such as shipping companies, permitting agencies, or subcontractors, and only as necessary to complete your project, or with authorities when required by law. We take reasonable steps to safeguard your information. You may request to review, correct, or delete your personal information at any time by contacting us at acct@advancedmultisign.com or by calling our office.

By submitting your deposit, you accept this proposal and all terms outlined above.

Subtotal:	\$10,996.08
Sales Tax (0%):	\$0.00
Total:	\$10,996.08

Downpayment (50.0 %)

\$5,498.04

SIGNATURE:

DATE:



6144 Hollywood Blvd
Hollywood, FL 33024
(954) 926-3380

ESTIMATE

ESHO-14404

The way to grow your business

Payment Terms: 50/50 Customer

DESCRIPTION: Veterans Park Monument

Bill To: City of Dania Beach
100 W Dania Beach Boulevard
Dania Beach, FL 33004
US

Installed: City of Dania Beach
100 W Dania Beach Boulevard
Dania Beach, FL 33004
US

Requested By: Franky Lazo
Email: flazo@daniabeachfl.gov
Work Phone: (609) 505-1174

Salesperson: Carina Carnavale
Email: sales@signarama-hallandale.com

PRODUCTS	QTY	UNIT PRICE	TOTALS
1 New Monument - Veterans Park Per Scope Sheet Includes Installation	1	\$11,279.00	\$11,279.00
2 Permit Acquisition (Non-Electrical) These charges are a reasonable estimation of standard charges but are subject to modification. If additional administrative time (Including: Additional trips to meet the inspectors on site) are required these will be added to the final invoice.	1	\$775.00	\$775.00
3 Permit Fee To be billed upon final invoice.	1	\$0.00	\$0.00

City Fees will be know after the city informs the total amount (customer is responsible for city fees)

Thank you for the opportunity to provide this proposal for your consideration. If you should have any questions regarding to this proposal, or require any additional information, please feel free to contact us at (954) 374-8221.

All Prices quoted are valid for 30 days from the date of stated on the quotation.

For us to start working on your order, we require a 100% payment of orders under \$300 and a 50% downpayment on orders above \$300. Your balance will be due upon completion, before delivery and/or installation.

Any payment with a credit card will be subject to a 3% convenience fee. We gladly will accept payment by Zelle, cash, check, or ACH to avoid such fees.

The Customer is Solely Responsible for Proofreading; Vendor does not assume any responsibility for the correctness of copy. Therefore, you must review and sign a proof prior to our commencement of your order. By signing your proof, you approve of its content and release the Vendor to commence the work. You are solely responsible for the content of the proof once it has been signed.

Subtotal:	\$12,054.00
Taxes:	\$0.00
Grand Total:	\$12,054.00

Vendor's Liability: Vendor's total liability is hereby expressly limited to the services indicated on the invoice and Vendor will not be liable for any subsequent damages, consequential damages, or otherwise. All dates promised on this invoice are approximations unless the word "firm" is written and acknowledged by the Vendor.

Customer's Acceptance of Work: Customer's acceptance, either personal or through his/her agent(s) and/or employee(s) of the work ordered shall be deemed as full acceptance. This means that by accepting delivery of the work, customer affirms that the work substantially conforms to all expectations. For exterior signage if balance is not paid, it is understood that we have the right to re-enter the property to take down and pick up all signs specified in the contract; all signs are sole property of Signarama Hallandale until payment is received. Lost or Substantially Forgotten Work: If customer does not take possession of completed work within thirty (30) days from notification of completion, then the work will be considered lost or forgotten, and vendor will not be responsible for further loss. Customer will be billed and responsible for payment for work that has been completed.

Signature: _____ Date: _____



1990 W 84th St Hialeah, FL 33014

QUOTE No.	
TU-01-C	

Date: 2025/10/Oct

Rep: ROBIN

Customer Name
Dania Beach City

QTY	DESCRIPTION	TOTAL
1	Monument Sign Size: 60" x 39" COPY: VETERANS PARK COLORS: Painted INSTALLATION INCLUDED == PERMIT ENGINEERING	14296.58
All jobs must be paid in full at the time of installation		
Sub-total		15546.58
Tax		1088.26
TOTAL		16634.84



City of Dania Beach Parks & Recreation Memorandum

DATE: 12/9/2025

TO: Mayor and Commissioners

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

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

SUBJECT: Amendment Number 3 to the Construction Manager at Risk Contract between the City of Dania Beach and Burkhardt Construction, Inc.

Request:

The Parks and Recreation Department is requesting approval of the third amendment with Burkhardt Construction, Inc for the Construction Manager at Risk Services for the CW Thomas Park, park improvements.

Background:

On September 19, 2022 the original contract was executed with Burkhardt Construction, Inc. for the Construction Manager at Risk Services for the CW Thomas Park, park improvements. Amendment Number 1 and Number 2 modified portions of the Contract, including the Guaranteed Maximum Price.

Per the Contract, Burkhardt Construction, Inc. is required to maintain continuous, uninterrupted insurance coverage, including Commercial General Liability, Automobile Liability, Workers' Compensation and other policies as specified per Article 11.

Burkhardt Construction, Inc.'s Builders Risk Insurance lapsed for a period of time during the performance of the project and is working to reinstate their require insurance coverage.

In order to ensure the City is protected during this lapsed period of time, the City requires assurance that it will not bear any financial exposure arising from acts, omissions, incidents, claims, losses, damages, or liabilities occurring during the lapse in coverage, therefore a third amendment to the agreement is needed which Burkhardt Construction, Inc. has agreed to.

Budgetary Impact

There is no budgetary impact.

Recommendation

It is recommended that the City Commission adopt the resolution approving the third amendment with Burkhardt Construction, Inc for the Construction Manager at Risk Services for the CW Thomas Park, park improvements.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE THIRD AMENDMENT TO THE CONSTRUCTION MANAGER AT RISK AGREEMENT WITH BURKHARDT CONSTRUCTION, INC. FOR THE CW THOMAS PARK IMPROVEMENTS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the original Contract was executed on September 19, 2022; Amendment No. 1 and Amendment No. 2 modified portions of the Contract, including the Guaranteed Maximum Price (“GMP”); and

WHEREAS, under Article 11 of the Contract, the Construction Manager is required to maintain continuous, uninterrupted insurance coverage, including Commercial General Liability, Automobile Liability, Workers’ Compensation, and other policies as specified in the Contract;

WHEREAS, the Construction Manager allowed its required Builder’s Risk insurance coverage to lapse for the period of time during the performance of the Work; and

WHEREAS, while the Construction Manager has since reinstated its required insurance coverage, the insurance carrier is unable provide **retroactive coverage** for the period of the lapse; and

WHEREAS, pursuant to the Third Amendment Contractor provides the City with requires assurance that it will not bear any financial exposure arising from acts, omissions, incidents, claims, losses, damages, or liabilities occurring during the lapse in insurance coverage.

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

Section 1. That the foregoing “Whereas” clauses are ratified and confirmed and are incorporated herein by this reference as the legislative findings of the City Commission.

Section 2. That the City Commission hereby approves the third amendment with Burkhardt Construction, Inc. for the Construction Manager at Risk services for the CW Thomas Park, park improvements, a copy of which Third Amendment is attached as Exhibit A, and is incorporated into this Resolution by this reference.

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

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

PASSED AND ADOPTED on _____, 2025.

Motion by _____ second by _____

FINAL VOTE ON ADOPTION: Unanimous ____

Yes No

Commissioner Lori Lewellen _____

Commissioner Luis Rimoli _____

Commissioner Archibald J. Ryan IV _____

Vice Mayor Marco Salvino _____

Mayor Joyce L. Davis _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

**AMENDMENT NO. 3 TO CONSTRUCTION MANAGER-AT-RISK CONTRACT
FOR C.W. THOMAS PARK IMPROVEMENTS**

THIS AMENDMENT NO. 3 (“Amendment”) to the Construction Manager-at-Risk Contract (“Contract”) between the **City of Dania Beach, Florida** (“Owner”) and **Burkhardt Construction, Inc.** (“Construction Manager” or “Contractor”) is made and entered into by the parties as of the date of last execution below.

WHEREAS, The original Contract was executed on September 19, 2022; Amendment No. 1 and Amendment No. 2 modified portions of the Contract, including the Guaranteed Maximum Price (“GMP”). This Amendment No. 3 supplements the Contract as follows:

WHEREAS, under Article 11 of the Contract, the Construction Manager is required to maintain continuous, uninterrupted insurance coverage, including Commercial General Liability, Automobile Liability, Workers’ Compensation, and other policies as specified in the Contract; and

WHEREAS, the Construction Manager allowed its required Builder’s Risk insurance coverage to lapse for a period of time during the performance of the Work; and

WHEREAS, while the Construction Manager has since reinstated its required insurance coverage, the insurance carrier has not and will not provide **retroactive coverage** for the period of the lapse; and

WHEREAS, the City requires assurance that it will not bear any financial exposure arising from acts, omissions, incidents, claims, losses, damages, or liabilities occurring during the lapse in insurance coverage;

NOW, THEREFORE, for good and valuable consideration the acceptance of which is acknowledged, the parties agree as follows:

1. Uninsured Builder’s Risk Period

A new section is hereby added to **Article 11 (Insurance)** of the Contract:

11.17 Uninsured Builder’s Risk Period

Due to a lapse in Builder’s Risk Insurance under this Contract, and because such insurance was not in effect retroactively, the Construction Manager hereby expressly agrees to assume full and complete responsibility and liability for any and all claims, losses, damages, costs, expenses, injuries, or liabilities of any kind whatsoever that occurred, arose, or are alleged to have arisen during the period in which the Construction Manager failed to maintain required insurance coverage (“Uninsured Period”).

The Construction Manager’s responsibility under this Section applies only to losses, damages, or claims that otherwise would have been covered by the required Builder’s Risk insurance had such coverage been in effect during the Uninsured Builder’s Risk Period.

Such responsibility includes, but is not limited to:

1. Damage to the Work, materials, equipment, or property to be incorporated into the Work;
2. Losses from theft, vandalism, fire, weather, or other causes typically insured under Builder's Risk policies;
3. Costs incurred by the City to repair, replace, or mitigate damage to the Work that Builder's Risk insurance would have covered;
4. Delay-related costs arising from damage to the Work that would have been insured;
5. Any claim by subcontractors, suppliers, or third parties arising from or relating to damage to the Work that would have been insured.

This assumption of liability applies solely to risks normally covered under Builder's Risk insurance and does not apply to risks covered by General Liability, Auto, Workers' Compensation, or other insurance policies under Article 11.

This assumption of liability applies regardless of whether the Construction Manager was negligent, unless the claim arises solely from the City's negligence.

This provision survives completion of the Work and final payment.

2. Builder's Risk Co-Insurance Provision

The Contractor may maintain a Builder's Risk insurance policy that includes a co-insurance provision, provided that such coverage is otherwise compliant with all requirements of this Contract. However, the Contractor shall be solely responsible for any portion of a loss that is not recoverable under the Builder's Risk insurance policy due to the application of a co-insurance penalty or other policy limitation.

This responsibility includes, but is not limited to:

- The difference between the amount of loss incurred and the amount recoverable under the policy due to underinsurance or valuation;
- Any deductible, co-insurance penalty, or percentage-based reduction in coverage that reduces the total recovery otherwise available for a covered loss;
- Any additional costs, damages, or expenses the City incurs as a result of the reduced insurance recovery.

The City shall not bear any risk or financial exposure resulting from the Contractor's election to maintain a Builder's Risk policy with a co-insurance provision. This obligation survives completion of the Work and final payment.

3. No Waiver of City Rights

Nothing in this Amendment shall constitute a waiver of any rights, remedies, or claims available to the City under the Contract, at law, or in equity, including the right to pursue default remedies for failure to maintain required insurance.

4.. No Other Modifications

Except as expressly modified by this Amendment No. 3, all other terms, conditions, requirements, and obligations of the Contract, as previously amended, remain unchanged and in full force and effect.

5. Effective Date

This Amendment No. 3 becomes effective upon full execution by both parties.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

ATTEST:

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

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO LEGAL FORM
AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

ANA M. GARCIA, ICMA-CM
CITY MANAGER

Dated: _____, 2025

CONTRACTOR

Burkhardt Construction, Inc.

Witnesses:

(Print or Type Name)

(Print or Type Name)

By: _____
Signature

Print Name

Title

STATE OF FLORIDA

COUNTY OF _____

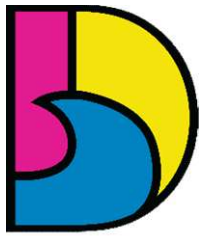
The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, on this ____ day of _____, 2025, by _____ as _____ of Burkhardt Construction, Inc., a Florida corporation, authorized to conduct business in Florida on behalf of the corporation. He is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

City of Dania Beach
City Commission Discretionary Funds
Use Request Form

Recipient: American Legion Post 209 Request Date: 12/5/25 Agenda Date: 12/9/25

Request Sponsor: Commissioner A.J. Ryan IV Request Amount: \$1200

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

The American Legion is built on a promise from men and women who swore with their lives to defend and protect the United States through military service. The promise begins at enlistment, grows through training and discipline in the U.S. Armed Forces and continues after discharge, as veterans in service to community, state and nation. Donald E. Parker Post 209 is committed to serving the veterans and citizens of Dania Beach.

Description of how the funds will be used/deliverables:

American Legion Boys / Girls State is among the most respected and selective educational programs of government instruction for U.S. high school students. A participatory program in which students become part of the operation of local, county, and state government.

Funds of \$1200 will be used to send 2 students from Hollywood Hills High School to the program. Registration opens on January 7, 2026. Program takes place June 21-27, 2026.

Submitted by: Maxine Singh Date of submission: 12/5/25

REVIEW FOR VERIFICATION OF FUNDS. PAYMENT WILL BE RELEASED AFTER COMMISSION APPROVAL.

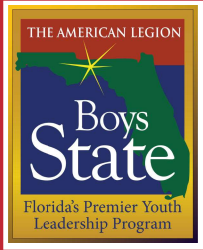
Legal

Finance

Jeimy Guzman
City Manager

PLEASE ATTACH ALL DOCUMENTATION NECESSARY TO SUPPORT THE REQUEST

* Some Dania Beach residents also attend Hollywood Hills High School



Want to Know More

Information about The Florida American Legion Boys State Program can be obtained by contacting an American Legion Post in your community or The American Legion, Department of Florida.

Information about Florida American Legion Boys State can also be found on our state website at floridalegion.org/boysstate.

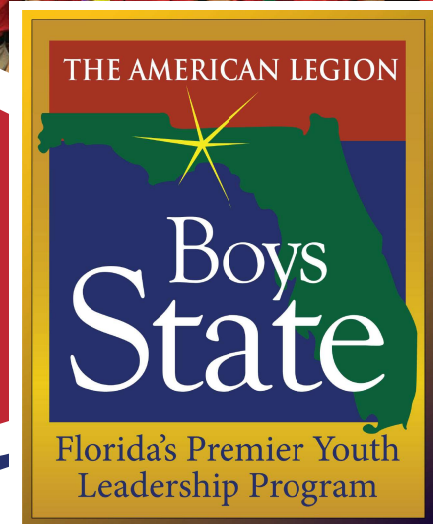
Contact Us:

The American Legion, Dept of FL
Attention: Boys State

PO Box 547859 (800) 393-3378
Orlando, FL 32854 (407) 295-2631

programs@floridalegion.org
floridalegion.org/boysstate

Local Contact:



2026
June 21-27

Florida State University
Tallahassee, Florida



Eligibility & Selection

The American Legion's Americanism Commission has established certain qualifications for prospective Boys State Citizens:

- ✓ Males who have successfully completed their junior year in a Florida public, private, or home school and have at least one year of high school remaining are to be considered.
- ✓ An interest in the governmental process.
- ✓ Outstanding qualities of leadership, character, scholarship, loyalty and service to their schools and community.
- ✓ The young man and his parents must be residents of the state of Florida.
- ✓ Any boy who has previously attended Boys State is **not** eligible to attend a second session.

Enrollment fees are paid by Florida American Legion Posts or other community minded organizations, leaving no expense to a young man or his family to attend the program.

The American Legion Post will conduct interviews for all young men that meet the eligibility requirements and that are interested in attending the session. After the interviews, the Post Boys State Chairman will select the primary "Delegates" to attend the session. Those that are not selected as primary Delegates will become "Alternates". Alternates will be put on a waiting list for a Delegate spot to become available.

Program Dates

June 21-27, 2026

Check-in: Sunday, June 21
7:00 AM

Check-out: Saturday, June 27
7:00 AM

Program Location

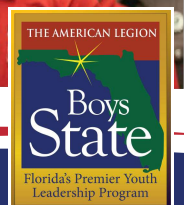
We take pride in the fact that our program is held in Tallahassee, FL where we can utilize The Florida State University dormitories, The Florida State University, Tucker Civic Center, and our state's Capitol building.



Transportation

Transportation to and from the program is the responsibility of the local Post, unless parents make special arrangements to get them to Tallahassee.

Each District Boys State Chairman for The Florida American Legion, arranges charter buses or other means of transportation to and from the program. If a Delegate misses their bus, it is their responsibility to arrive in Tallahassee at the appropriate time. **Delegates are not allowed to drive their cars to Tallahassee as there is no parking available for them.**





City of Dania Beach Community Development Memorandum

DATE: 12/9/2025

TO: Mayor and Commissioners

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

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

SUBJECT: TX-037-25: Text Amendment to update platting requirements to comply with state law (First Reading).

Request:

To update the City Code of Ordinances relating to platting in order to come into compliance with new state law, effective July 1, 2025.

Background:

In Florida law, a “plat” is a map or delineated representation of the subdivision of lands. It is a complete and exact representation of the subdivision and other information, in compliance with state law and any local ordinances. Generally, platting is required whenever a developer wishes to subdivide a large piece of property into smaller parcels and tracts. These smaller areas become the residential lots, streets, and parks of a new residential subdivision.

State law establishes consistent minimum requirements for the platting of lands, but also authorizes local governments to regulate and control platting. Prior to local government approval, the plat must be reviewed for conformity with state and local law and sealed by a professional surveyor and mapper employed by the local government. Before recording a plat, it must be approved by the appropriate local government, and evidence of the approval must be placed on the plat. If the plat is not approved, the local government must return the plat to the professional surveyor and mapper or the legal entity offering the plat for recordation.

According to state law, jurisdiction over plat review and approval is as follows:

- When the plat to be submitted for approval is located entirely within the boundaries of a municipality, the governing body of the municipality has exclusive jurisdiction to approve the plat.
- When the plat lies entirely within the unincorporated areas of a county, the governing body of the county has exclusive jurisdiction to approve the plat.
- When the plat lies within the boundaries of more than one governing body, two plats must be prepared and each governing body has exclusive jurisdiction to approve the plat within its own boundaries, unless both governing bodies having jurisdiction agree that

one plat is acceptable.

To be recorded, every subdivision plat must include, in addition to other information required by statute, the following information:

- The name of the plat in bold legible letters. Each sheet of the plat must show the name of the subdivision, the professional surveyor and mapper or legal entity, and street and mailing address information.
- The section, township, and range immediately under the name of the plat on each sheet included, along with the name of the city, town, village, county, and state in which the land being platted is situated.
- The dedications and approvals prepared by the surveyor and mapper and the local government, as well as the circuit court clerk's certificate and the professional surveyor and mapper's seal and statement.
- All section lines and quarter section lines occurring within the subdivision. If the description is by metes and bounds, all information called for, such as the point of commencement, course bearings and distances, and the point of beginning. If the platted lands are in a land grant or are not included in the subdivision of government surveys, then the boundaries must be defined by metes and bounds and courses.
- The location, width, and names of all streets, waterways, or other rights-of-way.
- The location and width of proposed easements and existing easements identified in the title opinion or property information report. All easements and their intended uses must be shown on the face of the plat or indicated in the notes or legend.
- All lots numbered either by progressive numbers or, if in blocks, progressively numbered in each block. Blocks must also be progressively numbered or lettered, except that blocks in numbered additions bearing the same name may be numbered consecutively throughout the several additions.
- The survey data needed to positively describe the bounds of every lot, block, street easement, and all other areas shown on the plat.
- All designated park and recreation parcels.
- All interior parcels excepted from the plat, clearly indicated and labeled as "Not a part of this plat."
- The purpose of all dedicated areas, clearly indicated or stated on the plat.
- All platted utility easements, which must provide that such easements are also easements for the construction, installation, maintenance, and operation of cable television services; however, the construction, installation, maintenance, and operation of cable television services may not interfere with the facilities and services of an electric, telephone, gas, or other public utility.

The new law amends s. 177.071, F.S., in connection with how local governments review and approve plats. Specifically, the bill requires local governments to review, process, and approve plats or replat submittals without action or approval by the governing body through an administrative authority and official designated by ordinance. The administrative authority must be a department, division, or other agency of the local government, and includes an administrative officer or employee, which may be a county or city administrator or manager, or assistant or deputy thereto, or other high-ranking county or city department or division director with direct or indirect oversight responsibility for the local government's land development, housing, utilities, or public works programs. Under the bill, the authority must provide written

notice in response to a submittal within seven days acknowledging receipt, identifying any missing documents or information required, and providing information regarding the approval process including requirements and timeframes. Unless the applicant requests an extension, the authority must approve, approve with conditions, or deny the submittal within the timeframe identified in the initial written notice. A denial must be accompanied by an explanation of why the submittal was denied, specifically citing unmet requirements. The authority or local government may not request or require an extension of time. The bill took effect July 1, 2025.

To be consistent with state law, the City needs to remove the code requirements for a quasi-judicial hearing before the City Commission for any plat, replat, or plat amendment. The City will need to also appoint an administrative authority and comply with the shorter review time periods required by the new law.

This item requires two (2) readings by the City Commission for adoption.

Budgetary Impact

None.

Recommendation

Planning and Zoning Board Recommendation:

The Planning and Zoning Board met on November 19, 2025, and unanimously recommended the City Commission approve the ordinance.

Department Recommendation:

The Community Development Department is recommending that City Commission approve the ordinance on first reading.

ORDINANCE 2025-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 28, ENTITLED "LAND DEVELOPMENT CODE"; AT PART 6, ENTITLED "DEVELOPMENT REVIEW PROCEDURES AND REQUIREMENTS", ARTICLE 640, ENTITLED "PLATS", TO MODIFY THE CITY'S PLATTING REQUIREMENTS TO BE CONSISTENT WITH UPDATES IN STATE LAW DUE TO THE PASSAGE OF "LAW OF FLORIDA 2021-164," WHICH MODIFY FLORIDA STATUTES SECTION 177.01, ENTITLED "ADMINISTRATIVE APPROVAL OF PLATS BY BY DESIGNATED MUNICIPAL OFFICIAL", WHICH UPDATES REQUIRE THE ELIMINATION OF THE PUBLIC HEARING, QUASI-JUDICIAL PROCESS BY THE CITY COMMISSION TO APPROVE PLATS, AND TO ESTABLISH THE "ADMINISTRATIVE AUTHORITY OF THE CITY TO BE THE CITY'S COMMUNITY DEVELOPMENT DIRECTOR, OR DEPUTY; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in Florida law, "plat" means a map or delineated representation of the subdivision of lands, being a complete exact representation of the subdivision and other information in compliance with the requirement of all applicable state requirements and of any local ordinances; and

WHEREAS, platting is required whenever a developer wishes to subdivide a large piece of property into smaller parcels and tracts, and these smaller areas become the residential lots, streets and parks of a new residential subdivision; and

WHEREAS, state law establishes consistent minimum requirements for the establishment of plats, and local governing bodies have the power to regulate and control the platting of lands; and

WHEREAS, prior to approval by the appropriate governing body, the plat must be reviewed for conformity with state and local law and sealed by a professional surveyor and mapper who is either employed by or under contract to the local governing body; and

WHEREAS, before a plat is offered for recording with the clerk of the circuit court, it must be approved by the appropriate governing body, and evidence of such approval must be placed on the plat; and if not approved, the governing body must return the plat to the professional surveyor and mapper or the legal entity offering the plat for recordation; and

WHEREAS, Florida Senate Bill 784, Introduced by Senator Ingogliahe, was signed into law by the Governor and became “Law of Florida 2025-164:”, which bill modifies chapter 177 of the Florida statutes; and

WHEREAS, the new law requires local governments to review, process, and approve plats or replat submittals without action or approval by the governing body through an administrative authority and official designated by ordinance; and

WHEREAS, the administrative authority must be a department, division, or other agency of the local government, and includes an administrative officer or employee which may be a county or city administrator or manager, or assistant or deputy thereto, or other high-ranking county or city department or division director with direct or indirect oversight responsibility for the local government’s land development, housing, utilities, or public works programs; and

WHEREAS, under the new law the authority must provide written notice in response to a submittal within seven days acknowledging receipt, identifying any missing documents or information required, and providing information regarding the approval process including requirements and timeframes; and

WHEREAS, unless the applicant requests an extension, the authority must approve, approve with conditions, or deny the submittal within the timeframe identified in the initial written notice. A denial must be accompanied by an explanation of why the submittal was denied, specifically citing unmet requirements; and

WHEREAS, the authority or local government may not request or require an extension of time; and

WHEREAS, as the City Code currently requires a public hearing, quasi-judicial process held by the City Commission, this requirement needs to be modified to authorize an administrative review process as now required under state law; and

WHEREAS, the City needs to modify the City’s Code to appoint an administrative authority to regulate and review plats, and needs to comply with the shortened deadlines provided for under state law; and

WHEREAS, the new law became effective July 1, 2025, and the City has modified its Ordinances to be consistent with the new law.

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

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

Section 2. That Chapter 28 entitled the “Land Development Code”; Part 3, “Special Zoning Districts,”

**CHAPTER 28
LAND DEVELOPMENT CODE**

* * *

PART 6. DEVELOPMENT REVIEW PROCEDURES AND REQUIREMENTS

* * *

ARTICLE 640. PLATS

Sec. 640-10. Applicability.

- (1) No principal building may be constructed on any lot unless a plat or replat including the lot has been approved by both the city commission and county commission, administratively (for the City to receive, review, and process the plat or replat submittal, including designating an administrative official responsible for approving, approving with conditions, or denying the proposed plat or replat), as required by Florida Statute 177.071 and recorded in the official records of Broward County subsequent to June 4, 1953. The administrative authority for the City shall be the Director of Community Development, or her Deputy Director.
- (2) This article will not apply to an application for a building permit which meets any of the following criteria:
 - (A) Construction of two (2) or fewer residential dwelling units. Applications for two (2) or fewer residential dwelling units on property under the same ownership, within five hundred (500) feet of property exempted within the past twelve (12) months, shall not be exempt (note: this exception shall be superseded by the platting provisions of the comprehensive plan until such time as the comprehensive plan is amended to provide for this exemption); or
 - (B) Construction of a multifamily or nonresidential principal building on a lot or parcel less than five (5) acres in size, which lot or parcel has been specifically delineated on a plat recorded on or before June 4, 1953, provided that any land within the lot or parcel which is necessary to comply with the Broward County Trafficways Plan and the city's minimum road right-of-way criteria has been conveyed to the public by deed or grant of easement, as required by the city engineer; or

- (C) A building permit may be issued for a parcel of land for which a plat approval has been given by the Broward County Board of County Commissioners although the plat has not yet been recorded, provided such authorization is granted in an agreement among the developer, the city and the county. Such agreement shall at a minimum require compliance with the applicable provisions of plat approval and shall prohibit the issuance of a certificate of occupancy until the plat is recorded. The city and county shall be required to make a finding that facilities and services will be available at the adopted level of service standards concurrent with the issuance of the building permit; or
- (D) A building permit may be issued for an essential governmental facility after preliminary plat review where the Broward County Board of County Commissioners finds the immediate construction of the governmental facility is essential to the health, safety or welfare of the public and where the board of county commissioners determines that public facilities and services will be available at the adopted level of service standards concurrent with the impact of the development of the governmental facility. Such a finding shall be made by agreement with the city. A certificate of occupancy shall not be issued until the plat is recorded.

Sec. 640-20. Supplemental application requirements.

In addition to the general application requirements in article 605, the applicant shall provide the following materials:

- (A) The applicant shall submit proof of plat submittal to the Broward County Development Management Division for concurrent processing.
- (B) The proposed plat, containing all of the data requirements in section 640-30, and in the quantity specified on the application form.
- (C) A conceptual access plan, drawn at a standard engineering scale no smaller than one (1) inch = one hundred (100) feet, except when a smaller scale is approved by the community development director. The conceptual access plan shall include:
 - (1) The location of the centerline, with dimensions from known land ties, such as section lines or centerlines of right-of-way, of all proposed access locations on all public rights-of-way abutting the plat.
 - (2) The number and direction of lanes proposed for each driveway or roadway access location.
 - (3) The proposed minimum distance from the ultimate right-of-way line from the adjacent roadway to the outer edge of any interior service drive or parking space with direct access to the driveway in the access location.
 - (4) The proposed minimum distance from the ultimate right-of-way line from the adjacent roadway to any proposed gate location.
- (D) A current survey (no older than six (6) months) which shows the following:
 - (1) The location of all existing structures, paved areas and easements on the property.
 - (2) Existing roadway details adjacent to the property including rights-of-way, pavement widths, sidewalks, driveways (curb cuts), curb and gutter, turn lanes, bus

bay, medians, median openings, traffic signals and signal equipment, street lights, pull boxes, utility poles and utility equipment, drainage structures, and fire hydrants.

- (E) An application for plat approval which abuts a trafficway which is functionally classified as a state road and which proposes direct vehicle access to the state road, shall also be accompanied by a valid preapplication approval letter from the Florida Department of Transportation issued pursuant to the "state highway system access management classification system and standards," as amended.
- (F) Master sheet required. Where a plat proposes development in phases, or where the graphical portion of plat covers multiple sheets, a master plat sheet shall be submitted covering all proposed phases/land area.
- (G) Location of off-site water and sewer lines, proposed connection location, and route the lines will take.
- (H) Improvements plan. Any proposed improvements to be constructed in connection with the plat shall be described in an improvements plan as set forth in section 640-90.
- (I) Tax receipts. All plat submittals shall include tax receipts for all parcels included in the subdivision together with a notarized statement that no lien or liens are imposed on properties included in the plat.
- (J) Deed restrictions. Any existing or proposed deed restrictions for properties included in the plat must accompany the plat application.

Sec. 640-30. Plat drawing and data requirements.

- (A) The plat drawing shall be printed on twenty-four-inch × thirty-six-inch paper.
- (B) The plat shall be drawn at a standard engineering scale no smaller than one (1) inch = one hundred (100) feet except when a smaller scale is approved by the Broward County Highway Construction and Engineering Division, Plat Section.
- (C) The plat shall contain the following:
 - (1) Proposed subdivision name or identifying title. Such name shall not be the same or in any way so similar to any name appearing on any recorded plat in Broward County as would confuse the records or mislead the public as to the identity of the subdivision, except when an existing subdivision is subdivided as an additional unit or section by the same developer or his successors in title.
 - (2) A plat location sketch showing the plat in relation to a nearby intersection of two (2) arterial, collector or other well-established existing roadways.
 - (3) North arrow, scale and date.
 - (4) Lots and blocks of adjacent recorded plats, giving plat book and page number along with names of such plats.
 - (5) All existing streets and alleys on or adjacent to the tract, including name and right-of-way width.
 - (6) The legal description of the property being platted.

- (7) All existing easements and rights-of-way within the plat limits with the purpose and the instrument of record labeled.
- (8) Location and width of all proposed ultimate rights-of-way, alleys, easements; proposed lot lines with dimensions, public areas, and parcels of land proposed or reserved for public use.
- (9) A signature block for the mayor, and community development department, providing spaces for the date of approval, signature, attestation by the city clerk adjacent to the mayor's signature block, and a space for the city seal to be set upon the plat linen. Language preceding the mayor's signature on the plat drawing shall state that the city agrees not to issue building permits for the construction, expansion, or conversion of a building within the plat until such time as the developer provides the city with written confirmation from Broward County that all applicable impact fees have been paid or are not due.
- (10) The land encompassed by the legal description shown on the plat shall be clearly identified with a heavy line, and shall show dimensions, and either bearings or interior angles of said parcel with independent ties to two (2) or more land corners, or independent ties to a recorded subdivision, and one (1) land corner. When a case arises where it is impractical to tie to a land corner because of lost or destroyed monuments, and the parcel can be adequately surveyed independent of said land corners, then the following points will be considered acceptable as land ties: block corners, permanent reference monuments, or permanent control points from a previously recorded plat. The use of these types of land ties shall be subject to approval by the County Surveyor.
- (11) Notes or legend, and any tabular data or other data pertinent to the plat, on each page that contains the drawing.
- (12) Dedication and acknowledgment language.
- (13) Mortgage approval and acknowledgment language.
- (14) All plat dimensions shall be shown accurate to one-hundredths of a foot, except for riparian boundaries, which may be shown as approximate with a witness line showing complete dimension data. Rows of lots with the same dimensions may use ditto marks providing the first and last lots in the row are appropriately dimensioned.
- (15) Computation of the square footage of each parcel of land and the acreage of the land proposed to be platted accurate to the nearest square foot. All survey and survey information shall be certified by a professional surveyor and mapper licensed in the State of Florida.
- (16) The Surveyor's Certificate shall state conformity with:
 - (a) F.S. ch. 177.
 - (b) National Geodetic Vertical Datum (NGVD) and National Ocean Survey Third Order Control Standards.
 - (c) Applicable sections of Chapter 21 HH-6, Florida Administrative Code.

Sec. 640-40. Plat processing.

- (A) Any person seeking plat approval must submit the appropriate application, copies, and fee to the community development department.
 - (B) The community development director, as the administrative authority of the City, shall coordinate staff review of the plat, pursuant to the DRC procedures identified in Section 715-60, and issuance of review findings to the applicant. ~~When the community development director determines that the plat application satisfies all requirements of this article, the director shall schedule the plat for the next available city commission meeting.~~
 - ~~(C) Public notice shall be made in accordance with article 610.~~
 - ~~(D) The city commission shall review the plat for final disposition and approval of street names for all new streets within the plat.~~
 - ~~(E) Plat applications are matters that are quasi-judicial in nature as defined by section 2-1.3, Quasi-judicial proceedings. All matters which are defined as quasi-judicial in nature shall utilize the quasi-judicial hearing procedures set forth in the code. The petitioner shall bear the burden of providing competent substantial evidence that the plat should be granted.~~
 - ~~(F) Approval to be granted via resolution.~~
-
- (C) Within seven (7) business days after receipt of a plat or replat submittal, the administrative authority shall provide written notice to the applicant acknowledging receipt of the plat or replat submittal and identifying any missing documents or information necessary to process the plat or replat submittal for compliance with section 177.091, Florida Statutes. The written notice must also provide information regarding the plat or replat approval process, including requirements regarding the completeness of the process and applicable timeframes for reviewing, approving, and otherwise processing the plat or replat submittal.
 - (D) Unless the applicant requests an extension of time, the administrative authority shall approve, approve with conditions, or deny the plat or replat submittal within the timeframe identified in the written notice provided to the applicant under subsection (C). If the administrative authority does not approve the plat or replat, he or she must notify the applicant in writing of the reasons for declining to approve the submittal. The written notice must identify all areas of noncompliance and include specific citations to each requirement the plat or replat submittal fails to meet. The administrative authority, or an official, an employee, an agent, or a designee of the governing body of the City, may not request or require the applicant to file a written extension of time.
 - (E)(1) Before a plat or replat is offered for recording, it must be administratively approved as required by this article, consistent with the requirements of S. 177.094, Florida Statutes by the appropriate governing body, and evidence of such approval must be placed on the plat or replat. If not approved, the governing body must return the plat or replat to the professional surveyor and mapper or the legal entity offering the plat or replat for recordation. For the purposes of this part:

(a) When the plat or replat to be submitted for approval is located wholly within the boundaries of a municipality, the governing body of the municipality has exclusive jurisdiction to approve the plat or replat.

(b) When a plat or replat lies wholly within the unincorporated areas of a county, the governing body of the county has exclusive jurisdiction to approve the plat or replat.

(c) When a plat or replat lies within the boundaries of more than one county, municipality, or both governing body, two plats or replats must be prepared and each county or municipality governing body has exclusive jurisdiction to approve the plat or replat within its boundaries, unless each county or municipality with jurisdiction over the plat or replat agrees the governing bodies having said jurisdiction agree that one plat is mutually acceptable.

(F) Any provision in a county charter, or in an ordinance of any charter county or consolidated government chartered under s. 6(e), Art. VIII of the State Constitution, which provision is inconsistent with anything contained in this section shall prevail in such charter county or consolidated government to the extent of any such inconsistency.

Sec. 640-50. Plat review criteria; city commission action. Reserved.

~~(A) Every plat shall comply with all requirements of this code. The city commission may approve, approve with conditions, or deny a plat application by resolution, based upon its findings relative to the review criteria.~~

Sec. 640-60. Effect of approval. Reserved

~~City commission plat approval signifies that the plat satisfies all city requirements for plats, and that the city accepts any right-of-way and easement dedications shown on the plat. The plat does not become effective until it is recorded after approval by the county commission. City commission plat approval does not authorize construction, but is a prerequisite to a site plan approval becoming effective, and to issuance of building permits.~~

Sec. 640-70. Amendment of plat. Reserved.

~~(A) Subsequent to city commission approval of a plat, the plat may be amended by the city commission, except for the following amendments that may be approved administratively.~~

- ~~(1) Adjustment of lot boundaries within the approved limits of the plat, provided the overall lot pattern and location of streets does not change.~~
- ~~(2) Increases of up to fifteen (15) percent of the proposed number of square feet of use listed in the restrictive note on a plat.~~
- ~~(3) Increases in excess of fifteen (15) percent of the proposed number of square feet of use listed in the restrictive note on a plat, if there is a corresponding reduction (in terms of~~

~~trip generation) in the number of square feet proposed for another nonresidential use within the plat.~~

~~(4) Redistribution of dwelling units or nonresidential building area within a plat that consists of multiple parcels.~~

~~(5) Amendment of the nonvehicular access line location or length.~~

~~(B) The application submittal requirements for administrative approval of a plat amendment shall include the general application requirements of article 605, and any supplemental materials required on the city application form.~~

~~(C) The director may require city commission approval of any plat amendment for which administrative approval is authorized.~~

Sec. 640-80. Plat expiration.

Plat expiration shall be governed by the plat expiration provisions of the Broward County Land Development Code. City plat approval shall be deemed to have expired when the plat has expired under the Broward County Land Development Code.

Sec. 640-90. Improvement plans.

(A) *Contents of an improvements plan.* The improvements plan associated with a plat application shall include information on the type and material of proposed improvements and the cost and schedule to construct said improvements. Part 4 of this code establishes the improvements and facilities that are required when subdividing and developing.

(B) *Modification of improvements plan.* If at any time before or during the construction of the required improvements it is demonstrated to the satisfaction of the city engineer that unforeseen conditions make it necessary or preferable to modify the location or design of such required improvements, the city's engineer may, upon approval of the administrative authority ~~by the city manager~~, require modifications ~~provided these modifications are within the spirit and intent of the city commission's approval and do not extend to the waiver or substantial alteration of the function of any improvements required by the city.~~ The city engineer shall issue any authorization under this section in writing, sending a copy to the ~~administrative authority~~ community development director.

(C) *Guarantee of improvements.* ~~Prior to city commission approval,~~ The developer shall post a surety bond or other acceptable security pursuant to the requirements of article 420, "Approval, Guarantee and Construction of Off-Site Improvements". The city administrative authority shall also have the discretion of conditioning the construction of the improvements upon issuance of a building permit or certificate of occupancy.

* * *

Section 3. If any section, clause, sentence, or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

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

Section 5. 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 be codified in the City’s code of ordinances, Land Development Code by Municode.

Section 7. 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 _____

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, Florida
Department of Community Development
Planning and Zoning Division
(954) 924-6805 X3643
(954) 922-2687 Fax

Standard Development Application

- ☐ Administrative Variance
- ☐ Land Use Amendment
- ☐ Plat
- ☐ Rezoning
- ☐ Site Plan
- ☐ Special Exception
- ☐ Variance
- ☐ Other: _____

Date Rec'd: 10/13/25

Petition No.: TX-037-25

(SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)

THIS APPLICATION WILL NOT BE ACCEPTED UNTIL IT IS COMPLETE AND SUBMITTED WITH ALL NECESARRY DOCUMENTS. Refer to the application type at the top of this form and "Required Documentation" checklist to determine the supplemental documents required with each application. For after the fact applications, the responsible contractor of record shall be present at the board hearing. Failure to attend may impact the disposition of the application. The applicant or their authorized legal agent must be present at all meetings. All projects must also obtain a building permit from the City Building Division.

The City's DRC process requires a hard copy of the application and application fee payment to be submitted to City Planning staff BEFORE electronic submittal will be accepted for processing. Applications will only be accepted on the submittal date identified on the annual DRC Meeting Deadline schedule. The application must identify the number of proposed residential dwelling units and/or the square footage of commercial/industrial use, as applicable. Once the application and fee are received a file number will be issued which must be used to identify the project when submitting electronically. Once the file number is issued, the applicant has 24 hours to load the plans electronically. Failure to submit within 24 hours will require the application to begin again the following month.

Location Address: 100 W DANIA BEACH BLVD

Lot(s): _____ Block: _____ Subdivision: _____

Recorded Plat Name: _____

Folio Number(s): _____ Legal Description: _____

Applicant/Consultant/Legal Representative (**circle one**) CITY OF DANIA BEACH

Address of Applicant: 100 W DANIA BEACH BLVD

Business Telephone: _____ Home: _____ Fax: _____

E-mail address: _____

Name of Property Owner: CITY OF DANIA BEACH

Address of Property Owner: 100 W DANIA BEACH BLVD

Principal Member(s)/Responsible Party: _____

Business Telephone: _____ Home: _____ Fax: _____

Explanation of Request: Text amendment to update the code of ordinance relating to Platting in order to comply with new state law
Please provide proposed **Plat Name** & **Criteria Statement** as required by the City's **Land Development Code**.

Prop. Net Acreage: _____ Gross Acreage: _____ Prop. Square Footage: _____

Existing Use: _____ Proposed Use: _____

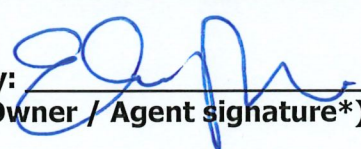
Is property owned individually, by a corporation, association, or a joint venture? _____

AUTHORIZED REPRESENTATIVE

I/we are fully aware of the request being made to the City of Dania Beach. If I/We are unable to be present, I/we hereby authorize _____ (individual/firm) to represent me/us in all matters related to this application. I/we hereby acknowledge that the applicable fee was established to offset administrative costs and is not refundable.

I/we are fully aware that all approvals automatically expire within 12 months of City of Dania Beach Planning and Zoning Board or City Commission approval, or pursuant to the expiration timeframe listed in Part 6 of the Dania Beach Land Development Code.

STATE OF FLORIDA
COUNTY OF BROWARD
The foregoing instrument
Was acknowledged

By: 
(Owner / Agent signature*)

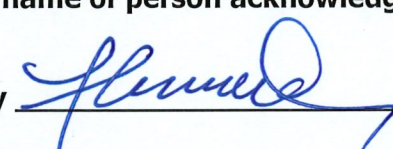
BEFORE ME THIS 14th DAY OF Oct., 2025

By:

Eleanor Norona
(Print name of person acknowledging)

(Joint owner signature if applicable)

Notary


(Signature of Notary Public – State of Florida.)

Personally known X or Produced Identification _____

Type of identification produced: _____ or Drivers License _____

***If joint ownership, both parties must sign. If partnership, corporation or association, an authorized officer must sign on behalf of the group. A notarized letter of authorization from the owner of record must accompany the application if an authorized agent signs for the owner(s).**

NO APPLICATION WILL BE AUTOMATICALLY SCHEDULED FOR A MEETING.

***ALL APPLICATIONS MUST BE DETERMINED COMPLETE BY STAFF
BEFORE PROCESSING OCCURS.***

Order ID: 7899196

* Agency Commission not included

GROSS PRICE * : \$274.60

PACKAGE NAME: SSC_Notice of Public Meeting

Product(s): Sun Sentinel, Affidavit, Floridapublicnotices.com, Classified.ss.com_Legal

AdSize(s): 2 Column

Run Date(s): Tuesday, November 25, 2025

Zone: Full Run

Color Spec. B/W

Preview

Order ID: 7899196

* Agency Commission not included

GROSS PRICE * : \$274.60

PACKAGE NAME: SSC_Notice of Public Meeting

**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, December 09, 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-037-25: The applicant, the City of Dania Beach, is requesting a text amendment to update the Platting requirements to comply with state law. (First 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 6, ENTITLED "DEVELOPMENT REVIEW PROCEDURES AND REQUIREMENTS", ARTICLE 640, ENTITLED "PLATS", TO MODIFY THE CITY'S PLATTING REQUIREMENTS TO BE CONSISTENT WITH UPDATES IN STATE LAW DUE TO THE PASSAGE OF "LAW OF FLORIDA 2021-164," WHICH MODIFY FLORIDA STATUTES SECTION 177.01, ENTITLED "ADMINISTRATIVE APPROVAL OF PLATS BY DESIGNATED MUNICIPAL OFFICIAL", WHICH UPDATES REQUIRE THE ELIMINATION OF THE PUBLIC HEARING, QUASI-JUDICIAL PROCESS BY THE CITY COMMISSION TO APPROVE PLATS, AND TO ESTABLISH THE ADMINISTRATIVE AUTHORITY OF THE CITY TO BE THE CITY'S COMMUNITY DEVELOPMENT DIRECTOR, OR DEPUTY; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; 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 Amendment
Application Site: City Wide
Request: To update the City Code of Ordinances relating to platting in order to comply with state law.
Hearing Date & Time: December 09, 2025 at 7:00 PM
Hearing Location: City Commission Chambers, Dania Beach City Hall, 100 West Dania Beach Blvd.
Contact Information: Corinne Lajoie, MURP, AICP, Deputy Director, 954-924-6805 Ext. 3704
11/25/2025 7899196



City of Dania Beach Community Development Memorandum

DATE: 12/9/2025

TO: Mayor and Commissioners

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

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

SUBJECT: TX-041-25: The applicant, the City of Dania Beach, is requesting several text amendments to the City's Land Development Code (LDC) (First Reading).

Request:

1. To create Section 610-15, entitled "Community Outreach" to require a community outreach meeting occur prior to a public hearing.
2. To amend Section 610-30, entitled "Detailed notice provisions" to require mailed notice sent to each condominium owner in addition to the Association.
3. To amend Section 635-40, entitled "Supplemental application requirements" to eliminate the need for plans to be submitted on paper.
4. To amend Section 715-60, entitled "Development Review Committee" to eliminate the Executive Director of the CRA participate in the review process.

Background:

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

1. Community Outreach.

This amendment creates a new provision requiring a community outreach meeting to occur prior to a public hearing. This is current policy and occurs regularly. This allows the applicant to present their project to the community and to answer questions that may arise.

2. Condominium Mailed Notice.

This change requires mailed notice be sent to each condominium owner in addition to the Association. Today mailed notice only needs to be given to the condominium association.

3. Site Plan Application Requirements

This change reflects updates to the internal plan review function with the advent of electronic plan review by removing the paper submittal requirements.

4. Development Review Committee.

This amendment removes reference to the Executive Director of the CRA as the Planning and Zoning Division staff are capable of reviewing and enforcing the cities regulations without the assistance of the CRA staff participating in a technical Site Plan review process. This application requires two (2) public hearings by the City Commission.

Budgetary Impact

None.

Recommendation

Planning and Zoning Board Recommendation:

The Planning and Zoning Board met on November 19, 2025, and unanimously recommended the City Commission approve the ordinance.

Department Recommendation:

The Community Development Department is recommending the City Commission to approve the ordinance on first reading.

ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 28, ENTITLED “LAND DEVELOPMENT CODE” (LDC) TO PROVIDE CLARITY AND UPDATED APPLICATION PROCEDURES AND NOTICE REQUIREMENTS; BY AMENDING PART 6, ENTITLED “DEVELOPMENT REVIEW PROCEDURES AND REQUIREMENTS” , TO CREATE SECTION 610-15, ENTITLED “COMMUNITY OUTREACH” TO REQUIRE COMMUNITY OUTREACH AS PART OF EACH APPLICATION; AMENDING ARTICLE 610 ENTITLED PUBLIC HEARING NOTICES, IN ORDER TO UPDATE SECTION 610-30, ENTITLED “DETAILED NOTICE PROVISIONS” TO PROVIDE FURTHER CLARITY TO NOTICE PROVISIONS; AMENDING ARTICLE 635, ENTITLED “SITE PLANS” AT SECTION 635-40, ENTITLED “SUPPLEMENTAL APPLICATION REQUIREMENTS” TO ELIMINATE PAPER SITE PLAN SUBMITTALS; AMENDING PART 7, ENTITLED “CODE ADMINISTRATION”, TO AMEND SECTION 715-60, ENTITLED “DEVELOPMENT REVIEW COMMITTEE” TO REMOVE REFERENCE TO THE CRA EXECUTIVE DIRECTOR; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, periodically the Community Development Department reviews the Land Development Code (LDC) in order to clarify provisions, remove obsolete language and to generally make the LDC easier to review and use; and

WHEREAS, the City is creating Section 610-15, entitled “Community Outreach” to make our standard practice a requirement by applicants for every zoning application; and

WHEREAS, the City is amending Section 610-30(D)(2)(c) entitled, Detailed notice provisions” to clarify that each owner of a condominium building must be mailed a public hearing notice; and

WHEREAS, the City is amending Section 635-40(E), entitled “Supplemental application requirements” eliminating paper site plan submittals; and

WHEREAS, the City is amending Section 715-60, entitled “Development review committee” to remove reference to the CRA Executive Director.

WHEREAS, the City desires to update its notice provisions to provide further clarity and to require community outreach meetings by applicants for every zoning application; and

WHEREAS, the City seeks to update its site plan and supplement application requirements, and Development Review Committee requirements;

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

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

Section 2. That Chapter 28 entitled the “Land Development Code” at Part 6, “Development Review Procedures and Requirements”, at Article 610 entitled “Public Hearing Notices” is hereby amended as follows;

CHAPTER 28
LAND DEVELOPMENT CODE

* * *

PART 6. “DEVELOPMENT REVIEW PROCEDURES AND REQUIREMENTS

* * *

ARTICLE 610 - PUBIC HEARING NOTICES

* * *

Sec. 610-15. Community Outreach

The applicant for any application requiring public hearing must conduct community outreach to present the application to the surrounding community prior to the application being scheduled for public hearing. The intent is for the developer/applicant to meet with the community to discuss the development application, to understand the perspective of the community and mitigate any adverse impacts, if possible, before presenting the application at a public hearing. Applications that can be administratively approved shall also be required to conduct community outreach, unless waived by the Community Development Director. The method of reaching out to the community is left to the developer/applicant, however in-person meetings are preferred. Public notice must be provided to staff prior to notice being sent to the community. A summary of the outreach activity and discussion must be provided to staff prior to the application being scheduled for public hearing.

* * *

Sec. 610-30. Detailed notice provisions.

* * *

(D) *Mail notices.*

- (1) The mail notice radius in table 610-20 shall be measured from the boundaries of the land that is the subject of the application.
- (2) Mail notice shall be sent by U.S. Mail to the following:
 - (a) The owner(s) of the subject property(ies), as well as the petitioner(s); and
 - (b) The persons shown on the current tax rolls of Broward County to be the respective owners; or
 - © In the case of a condominium, notice shall be sent to the board of directors of the applicable condominium association as listed as registered with the Florida Department of State Division of Corporations, as well as each unit owner.
 - (d) Mail notice shall only be required to owners of land located within the city's boundaries.

* * *

Section 3. That Chapter 28 entitled the "Land Development Code" at Section 635-40 is amended as follows:

* * *

CHAPTER 28

LAND DEVELOPMENT CODE

* * *

PART 6 - DEVELOPMENT REVIEW PROCEDURES AND REQUIREMENTS

* * *

ARTICLE 635 - SITE PLANS

* * *

Sec. 635-40. Supplemental application requirements.

In addition to the general application requirements, the applicant shall provide the following materials in the quantity specified on the application form with the exception of site plans within an approved Planned Mixed-Use Development District (PMUD) or Planned Small Lot Mixed-Use Development District (PMUD-SL), for which any alternative requirements established in the approved Development Design Guidelines (DDG) shall govern:

- (A) Boundary survey and topographic survey signed and sealed by a professional surveyor and mapper registered in the State of Florida, with elevations provided on a one hundred (100) foot grid, including natural features and improvements and their current use, top of bank and edge of water for all water bodies and water courses, the location of utility lines within and adjacent to the site, adjacent and internal rights-of-way width and dedication information, pavement location and width, and all easements and reservations of record. If there are existing improvements on the property, they shall be depicted and dimensioned.

- (B) Tree survey.
- (C) The recorded plat and any agreements modifying the plat (example: amendment to the restrictive note or non-vehicular access line (NVAL)), if the property has been platted.
- (D) Draft of any required or proposed restrictive covenants, written sureties, and common area maintenance association documents, including those for the preservation of common open space areas; grants of easement for access, drainage, utilities or other purpose; or other restrictions to be imposed upon the use of the land and buildings.
- (E) ~~Site plans, including all information required in section 635-50, below, folded and bound together in separate plan sets with a cover sheet indicating plan sheet numbers. The overall size of plans shall be twenty-four (24) inches by thirty-six (36) inches drawn at a scale no smaller than one (1) inch equals twenty (20) feet, except when a smaller scale is approved by the community development director.~~ All plans shall be prepared by professional surveyors and mappers, engineers, architects, landscape architects, or other appropriate professionals as determined by Florida Law, who are licensed and registered in the State of Florida.

Section 4. That Chapter 28 entitled the “Land Development Code”, Part 7, “Code Administration”, Article 715, “Department of Community Development”, at Section 715-60 is amended as follows;

* * *

PART 7 – CODE ADMINISTRATION

* * *

ARTICLE 715 – DEPARTMENT OF COMMUNITY DEVELOPMENT

* * *

Sec. 715-60. Development review committee.

The Community Development Department is hereby assigned the responsibility to coordinate the duties of the Development Review Committee (DRC). The membership of the DRC shall include representatives from the fire-rescue, Community Development, and public services departments. When the circumstances of a proposed development necessitates review by additional city staff members or city consultants, the Community Development Director or his/her designee, may add such members to the committee as deemed necessary for the implementation of this section, in accordance with their respective areas of concern and expertise. ~~In addition, if the proposed development is located within the CRA area, the Executive Director of the CRA or designee shall also participate in the review process.~~ The Planning and Zoning Manager or designee shall chair, coordinate and administer the DRC. The duties of the DRC are to review small scale and large scale site plans, site plan modifications, plats and plat amendments, except for plat note amendments, for technical compliance and conformance with all applicable regulations, as it relates to each discipline and any other related issues as may be assigned by the Community Development Director. All meetings of the DRC shall be open to the public at all times and noticed in accordance with state law.

* * *

Section 5. If any section, clause, sentence, or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 6. That all ordinances or part of ordinances in conflict with the provisions of the Ordinance are repealed.

Section 7. 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 8. That this ordinance be codified in the City’s code of ordinances, at the Land Development Code section, chapter 28 by Municode Corporation.

Section 9. 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 _____ 2026.

First Reading:

Motion by: _____

Second by: _____

Second Reading:

Motion by: _____

Second by: _____

VOTE AND SIGNATURES ON FOLLOWING PAGE

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Lori Lewellen _____ _____

Commissioner Luis Rimoli _____ _____

Commissioner Archibald J. Ryan IV _____ _____

Vice Mayor Marco Salvino _____ _____

Mayor Joyce L. Davis _____ _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY



City of Dania Beach, Florida
Department of Community Development
Planning and Zoning Division
(954) 924-6805 X3643
(954) 922-2687 Fax

Standard Development Application

- ☐ Administrative Variance
- ☐ Land Use Amendment
- ☐ Plat
- ☐ Rezoning
- ☐ Site Plan
- ☐ Special Exception
- ☐ Variance
- ☐ Other: _____

Date Rec'd: 10/14/25

Petition No.: TX-041-25

(SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)

THIS APPLICATION WILL NOT BE ACCEPTED UNTIL IT IS COMPLETE AND SUBMITTED WITH ALL NECESSARY DOCUMENTS. Refer to the application type at the top of this form and "Required Documentation" checklist to determine the supplemental documents required with each application. For after the fact applications, the responsible contractor of record shall be present at the board hearing. Failure to attend may impact the disposition of the application. The applicant or their authorized legal agent must be present at all meetings. All projects must also obtain a building permit from the City Building Division.

The City's DRC process requires a hard copy of the application and application fee payment to be submitted to City Planning staff BEFORE electronic submittal will be accepted for processing. Applications will only be accepted on the submittal date identified on the annual DRC Meeting Deadline schedule. The application must identify the number of proposed residential dwelling units and/or the square footage of commercial/industrial use, as applicable. Once the application and fee are received a file number will be issued which must be used to identify the project when submitting electronically. Once the file number is issued, the applicant has 24 hours to load the plans electronically. Failure to submit within 24 hours will require the application to begin again the following month.

Location Address: 100 W DANIA BEACH BLVD

Lot(s): _____ Block: _____ Subdivision: _____

Recorded Plat Name: _____

Folio Number(s): _____ Legal Description: _____

Applicant/Consultant/Legal Representative (**circle one**) CITY OF DANIA BEACH

Address of Applicant: 100 W DANIA BEACH BLVD

Business Telephone: _____ Home: _____ Fax: _____

E-mail address: _____

Name of Property Owner: CITY OF DANIA BEACH

Address of Property Owner: 100 W DANIA BEACH BLVD

Principal Member(s)/Responsible Party: _____

Business Telephone: _____ Home: _____ Fax: _____

Explanation of Request: Text amendments to community outreach, Site Plan, and DRC
*Please provide proposed **Plat Name** & **Criteria Statement** as required by the City's **Land Development Code**.*

Prop. Net Acreage: _____ Gross Acreage: _____ Prop. Square Footage: _____

Existing Use: _____ Proposed Use: _____

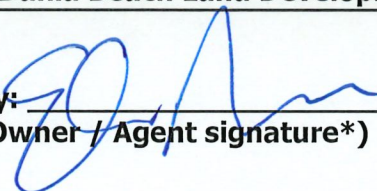
Is property owned individually, by a corporation, association, or a joint venture? _____

AUTHORIZED REPRESENTATIVE

I/we are fully aware of the request being made to the City of Dania Beach. If I/We are unable to be present, I/we hereby authorize _____ (individual/firm) to represent me/us in all matters related to this application. I/we hereby acknowledge that the applicable fee was established to offset administrative costs and is not refundable.

I/we are fully aware that all approvals automatically expire within 12 months of City of Dania Beach Planning and Zoning Board or City Commission approval, or pursuant to the expiration timeframe listed in Part 6 of the Dania Beach Land Development Code.

STATE OF FLORIDA
COUNTY OF BROWARD
The foregoing instrument
Was acknowledged

By: 
(Owner / Agent signature*)

BEFORE ME THIS 14th DAY OF Oct., 2025

By:

Eleanor Norena
(Print name of person acknowledging)

(Joint owner signature if applicable)

Notary 
(Signature of Notary Public – State of Florida)

Personally known X or Produced Identification _____

Type of identification produced: _____ or Drivers License _____

***If joint ownership, both parties must sign. If partnership, corporation or association, an authorized officer must sign on behalf of the group. A notarized letter of authorization from the owner of record must accompany the application if an authorized agent signs for the owner(s).**

NO APPLICATION WILL BE AUTOMATICALLY SCHEDULED FOR A MEETING.

***ALL APPLICATIONS MUST BE DETERMINED COMPLETE BY STAFF
BEFORE PROCESSING OCCURS.***

Order ID: 7899199

* Agency Commission not included

GROSS PRICE * : \$284.00

PACKAGE NAME: SSC_Notice of Public Meeting

Product(s): Sun Sentinel, Affidavit, Floridapublicnotices.com, Classified.ss.com_Legal

AdSize(s): 2 Column

Run Date(s): Tuesday, November 25, 2025

Zone: Full Run

Color Spec. B/W

Preview

Order ID: 7899199

* Agency Commission not included

GROSS PRICE * : \$284.00

PACKAGE NAME: SSC_Notice of Public Meeting

**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, December 09, 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-041-25: The applicant, the City of Dania Beach, is requesting several text amendments to the City's Land Development Code (LDC). (First 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" (LDC) TO PROVIDE CLARITY AND UPDATED APPLICATION PROCEDURES AND NOTICE REQUIREMENTS; BY AMENDING PART 6, ENTITLED "DEVELOPMENT REVIEW PROCEDURES AND REQUIREMENTS", TO CREATE SECTION 610-15, ENTITLED "COMMUNITY OUTREACH" TO REQUIRE COMMUNITY OUTREACH AS PART OF EACH APPLICATION; AMENDING ARTICLE 610 ENTITLED PUBLIC HEARING NOTICES, IN ORDER TO UPDATE SECTION 610-30, ENTITLED "DETAILED NOTICE PROVISIONS" TO PROVIDE FURTHER CLARITY TO NOTICE PROVISIONS; AMENDING ARTICLE 635, ENTITLED "SITE PLANS" AT SECTION 635-40, ENTITLED "SUPPLEMENTAL APPLICATION REQUIREMENTS" TO ELIMINATE PAPER SITE PLAN SUBMITTALS; AMENDING PART 7, ENTITLED "CODE ADMINISTRATION", TO AMEND SECTION 715-60, ENTITLED "DEVELOPMENT REVIEW COMMITTEE" TO REMOVE REFERENCE TO THE CRA EXECUTIVE DIRECTOR; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; 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: To request approval of several text amendments to the City's Land Development Code (LDC)
Hearing Date & Time: December 09, 2025 at 7:00 PM
Hearing Location: City Commission Chambers, Dania Beach City Hall, 100 West Dania Beach Blvd
Contact Information: Corinne Lajoie, MURP, AICP, Deputy Director, 954-924-6805 Ext. 3704
11/25/2025 7899199



City of Dania Beach Community Development Memorandum

DATE: 12/9/2025

TO: Mayor and Commissioners

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

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

SUBJECT: **LU-039-25:** Consideration to transmit to the Florida Department of Commerce (State Planning Agency) the proposed Future Land Use Element (FLUE) Text and Map amendments to the City's Comprehensive Plan for consistency with the Broward County Land Use Plan (BCLUP) (First Reading).

Request:

This request is to obtain the Local Planning Agency's recommendation and the City Commission's approval to transmit the Future Land Use Element (FLUE) Text and Map Amendments of the City of Dania Beach Comprehensive Plan to the Florida Department of Commerce (State Land Planning Agency) for review in accordance with the Expedited Review Process, Section 163.3184, Florida Statutes.

These amendments ensure that the City's Comprehensive Plan, FLUE remains consistent with the BCLUP and the statutory requirements of Chapter 163, Florida Statutes. The subject amendment reflects updates identified through the Broward County Planning Council (BCPC) recertification process.

Background:

In March 2025, the BCPC provisionally recertified the City of Dania Beach's Future Land Use Element (PCR 25-1), conditioned upon specific text revisions and corrections to achieve full consistency with the BrowardNext – Broward County Land Use Plan (BCLUP).

The BCPC's Provisional Recertification Report (December 2024) identified areas requiring updates, including:

- Alignment of permitted uses and densities with the BCLUP.
- Inclusion of Development Review Requirements consistent with County standards.
- Addition of policies related to affordable housing, transportation, environmentally sensitive lands, and sea turtle protection.

To satisfy these requirements, the Community Development Department, in coordination with Chen Moore and Associates (CMA), prepared comprehensive amendments to the FLUE Text and Map for formal transmittal and State review.

Staff Analysis:

The proposed FLUE amendments include the following:

- Modernize and reorganize the Goals, Objectives, and Policies (GOPs) for clarity and consistency.
- Incorporate BCPC-requested revisions ensuring alignment with BrowardNext standards, including policies on: Affordable housing (Policy 2.16.1); Transportation and rights-of-way coordination (Policies 2.17.1, 2.17.6); Environmentally sensitive lands (Policy 2.23.2); Sea turtle lighting protection (Policy 2.28.1).
- Update the Future Land Use Designations Table (Table FLU-1) to clarify residential density and non-residential intensity standards.
- Add new and revised policies promoting climate resiliency, green infrastructure, redevelopment coordination, and sustainable growth management.
- Improve internal consistency with other Comprehensive Plan elements and the Broward County Land Use Plan.
- Map Update (aesthetics modifications to improve legibility): Clarified symbology and labeling for readability (e.g., cleaner boundaries, primary street labels, unified irregular residential labeling).

The City's process schedule ensures that these amendments are reviewed, adopted, and finalized within statutory timelines. To prepare the subject amendments, the City contracted CMA to work and coordinate with the Community Development Department, and all other City's appropriate departments.

A summary of this process is outlined below:

1. After initial local hearings (Local Planning Agency and City's Commission) approving the transmittal of the proposed amendments to the comprehensive plan FLUE, the City is required to submit the complete proposed plan amendment to the State Land Planning Agency.
2. Next, within 30 days of receiving the complete amendment proposal, the State Land Planning Agency issues an Objection, Recommendation, and Comments Report (ORC) to the local government.
3. The City is required to hold a second public hearing to adopt the amendment within 180 days after receipt of the State Land Planning Agency ORC Report.
4. The complete adopted plan amendment must then be submitted back to the State within 10 working days of adoption.
5. Finally, within 45 days of receiving the complete adopted plan amendment, the State Land Planning Agency issues a Notice of Intent to find the plan in compliance or not in compliance, which is posted on their website.
6. *After the adoption of subject amendment, the City is required to submit to Broward County Planning Council for final recertification approval.*

Public hearings are required to transmit the proposed amendments to the State Land Planning

Agency including this subject hearing of the Planning and Zoning Board acting as the Local Planning Agency (LPA) (November 19, 2025), followed by a transmittal hearing (First Reading) by City Commission, scheduled for December 9, 2025. Transmittal of proposed amendments will be based on requirements set forth in Chapter 163.3184 F. S.

Budgetary Impact

None.

Recommendation

The Planning and Zoning Board Recommendation:

The Planning and Zoning Board on behalf of the Local Planning Agency, met on November 19, 2025, and unanimously recommended the City Commission approve the ordinance.

Department Recommendation:

The Community Development Department recommends the City Commission approve this item on first reading.

Attachments:

1. Exhibit A: Comprehensive Plan Update: Future Land Use Element Goals, Objectives and Policies)
2. Exhibit B: Future Land Use Map (FLU Map)
3. Exhibit C: Broward County Planning Council Correspondence (Provisional Recertification, March 27, 2025)

ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING THE CITY'S COMPREHENSIVE PLAN FUTURE LAND USE ELEMENT TO ENSURE COMPLIANCE WITH BROWARD COUNTY'S COMPREHENSIVE PLAN; SPECIFICALLY, THE BROWARD COUNTY LAND USE PLAN KNOWN AS BROWARD NEXT; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The State Legislature of the State of Florida has mandated that all municipalities draft and adopt comprehensive development plans to provide through and consistent planning with regard to land within their corporate limits; and

WHEREAS, Section 163.3191, Florida Statutes, requires that each local government evaluate its adopted comprehensive plan every seven years to determine whether plan amendments are necessary to reflect changes in Ch. 163, Part II, Florida Statutes, since the last update of the comprehensive plan; and

WHEREAS, Sections 163.3184 and 163.3191, Florida Statutes, requires that every local government notify the state land planning agency as to its determination, and transmit the appropriate amendments to the State Land Planning Agency, Department of Commerce (Department of Economic Opportunity); the appropriate regional planning council; the appropriate water management district; the Department of Environmental Protection; the Department of State; the Department of Transportation; plan amendments that affect a military installation listed in s. 163.3175, the commanding officer of the affected military installation; and Broward County no later than the date established by administrative rule for each particular local government; and

WHEREAS, The purpose of this amendment is to replace the City's existing Future Land Use Element text and map with updated provisions ensuring full consistency with the Broward County Land Use Plan, as identified in the Broward County Planning Council's 2024 Provisional Recertification Report; and

WHEREAS, on November 19, 2025, the Planning and Zoning Board, sitting as the Local Planning Agency, reviewed and recommended for approval the proposed Future Land Use Element (FLUE) Amendments; and

WHEREAS, after due notice and public hearing, the City Commission of the City of Dania Beach deems it in the best interest of the present and future residents of the City that the FLUE be conditional approved upon Planning Council recertification and transmitted to the appropriate public agencies.

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 FLUE of the City of Dania Beach Comprehensive Plan, attached to as Exhibit “A”, and made a part hereof are hereby adopted. The text and maps adopted in Exhibit “A” shall be substituted for and replace in total the previously adopted text and maps in the amended elements.

Section 3. That if any section, clause, sentence, or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 4 In accordance with Section 163.3184 (4), Florida Statutes, City staff is hereby directed to transmit the Comprehensive Plan Amendment documents to the State Land Planning Agency, Department of Commerce, (Department of Economic Opportunity); the appropriate regional planning council; the appropriate water management district; the Department of Environmental Protection; the Department of State; the Department of Transportation; plan amendments that affect a military installation listed in s. 163.3175, the commanding officer of the affected military installation; Broward County, and other agencies within ten (10) working days after the initial public hearing.

Section 5. That all ordinances or part of ordinances in conflict with the provisions of the Ordinance are repealed.

Section 6. 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 7. This ordinance shall become effective thirty-one (31) days after the State Land Planning Agency, Department of Commerce (Department of Economic Opportunity) notifies the City that the Comprehensive Plan Amendment package is complete or if timely challenged, this ordinance shall be effective upon entry of a final order by the State Land Planning Agency, Department of Commerce (Department of Economic Opportunity) or the Administration Commission determining the adopted amendment to be in compliance.

Section 7. That this ordinance be codified in the City's code of ordinances, Land Development Code by Municode.

Section 8. 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 _____ 2026.

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 _____

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 COMPREHENSIVE PLAN

1. FUTURE LAND USE ELEMENT

GOALS, OBJECTIVES, AND POLICIES

- Goal: 1.1** Provide for the sustainable development and redevelopment of suitable and compatible land uses to preserve and promote quality of life while protecting its natural resources and maximizing economic benefits.
- Objective: 1.1.1** Maintain land development regulations which to promote orderly growth, development, and placement of land uses, to encourage a mix of residential types and provide good quality of life for the residents Coordinate all future land use decisions with the appropriate topography and soil conditions, the availability of facilities and services, considering flood risk, and land use designations as per the Future Land Use Map.
- Policy: 1.1.1.1** Provide for a mix of residential communities to promote a diverse population and a healthy environment. Continue to maintain regulations (subdivisions, zoning, signage etc.) to guide future land use configurations so as to preserve topography and soils; require facilities and services; and, protect against seasonal and periodic flooding.
- Policy: 1.1.1.2** Provide commercialized activities to serve the residents of the community.
- Policy: 1.1.1.3** The City's Land Development Regulations shall conform to, and implement, the use, density and intensity standards as outlined on Table FLU-1 below:



Table FLU-1. Future Land Use Designations, Density and Intensity Standards *(Please note the following FLUE designation and related information are existing designations and being relocated in the table below)* (Please note there are revisions for consistency purpose and Broward County Planning Council (BCPC) comments)

FLU Designations		Maximum Density and Intensity
Estate Residential	Residential units	1 unit per acre
Irregular Res Density (6.0)	Residential units	6.0 unit per acre
Irregular Res Density (10)	Residential units	10 unit per acre
Irregular Res Density (12-13)	Residential units	(12-13) unit per acre
Irregular Res Density (15)	Residential units	15 unit per acre
Irregular Res Density (17)	Residential units	17 unit per acre
Irregular Res Density (21)	Residential units	21 unit per acre
Irregular Res Density (23)	Residential units	23 unit per acre
Irregular Res Density (49)	Residential units	49 unit per acre

Irregular Res Density (50)	Residential units	50 unit per acre
Low (2) Density Residential	Residential units Note: Removed from table because it is not included in the FLU map.	2 units per acre
Low (3) Density Residential	Residential units	3 units per acre
Low (5) Density Residential	Residential units	5 units per acre
Low - Medium Density Residential	Residential units	10 units per acre
Medium Density Residential	Residential units	16 units per acre
Medium - High Density Residential	Residential units	25 units per acre
Commercial	Business, office, retail, service, and other commercial enterprises which support the resident and tourist populations of Dania Beach. Up to 20 percent of commercial designated areas <u>can be</u> used for residential uses.	Maximum Building Coverage 75%
Office Park	Planned office complexes and corporate headquarters in Dania Beach. Office Park areas should ensure a campus-like atmosphere with substantial buildings and ample open space. Note: Removed from table	Maximum Building Coverage 75%



	because it is not included in the FLU map.	
Commercial Recreation Use	Accommodate major public and private commercial recreation facilities which offer recreational opportunities to the residents and tourists of Broward County. Although some of these facilities operate as an adjunct to or an integral part of other types of development, most of these facilities were conceived as profit-making enterprises.	Maximum Building Coverage 75%
Industrial Use	Although other uses are permitted in areas designated industrial, at least eighty (80%) percent of such land area must be devoted to industrial use, such as manufacturing, warehouse distribution, research and development, or other substantial employment based activities. Up to 20 percent of designated industrial areas can be used for commercial uses.	Maximum Building Coverage 85%
Employment Center Use	Employment Center areas are designated on the Dania Beach Land Use Map to encourage non-residential development, compatible with residential and other less intensive land uses, and which would support the tourist-oriented segment of Dania Beach's economy as well as high technology and service-based activities. Up to 20 percent of designated employment center areas <u>can be</u> used for commercial uses.	Maximum Building Coverage 75%
Parks and Recreation and Open Space Use	The primary intent of the <u>parks and recreation and open space</u> category is to accommodate recreation and open space uses to serve public recreation needs. In general, land uses	Maximum Building Coverage 25%

	within this category are low intensity in character with a minimum of impervious surface coverage and retain as much natural vegetation and landscape as possible.	
Community Facilities Use	Community Use Facilities areas are designated on the Future Land Use Plan Map to provide a full range of regional and community uses such as educational, medical, governmental, religious, civic, cultural, judicial, and correctional facilities.	Maximum Building Coverage 75%
Transportation Use	Existing airports, Port Everglades, and existing and proposed expressways are designated transportation on the Future Land Use Plan Map.	
Communication Facilities	Communication facilities such as television and radio stations and relay structures and telephone facilities are not specifically designated on the Future Land Use Plan Map as a separate category. Note: Removed from table because it is not included in the FLU map, per BCPC comment.	Maximum Building Coverage 75%
Utilities Use	Designated on the Future Land Use Plan Map to ensure the availability of land necessary to provide an adequate level of utility service to meet the current and future needs of Dania Beach. Utilities are also allowed in areas designated residential, commercial, office park , industrial, and employment center.	Maximum Building Coverage 75%



Conservation Use	Conservation areas are designated on the Future Land Use Plan Map to protect natural reservations.
Regional Activity Center Use	The intent of the Regional Activity Center land use designation is to encourage attractive and functional mixed living, working, shopping, education and recreational activities in the Dania Beach Community Redevelopment Area. The development of the Regional Activity Center shall be guided by the Community Redevelopment Agency's Redevelopment Plan and the policies hereunder.
<u>Electrical Generation Facilities</u>	<u>Designated on the Dania Beach Land Use Plan Map (Series) to ensure the availability of land for electrical power plants and associated ancillary uses are adequate to meet the current and future needs of Dania Beach's population.</u> Note: Added to the table per BCPC comment and consistency with the BCPC plan.

- Policy: 1.1.1.4 Clean, light, industrial development will be encouraged to support the tax base for the community and to provide a wide range of employment for residents of the community.
- Policy: 1.1.1.5 Future industrial land uses shall be located with access to major transportation facilities including highways, airports, railroads, and seaports.
- Policy: 1.1.1.6 In order to ensure sufficient amounts of industrial land are available to meet Dania Beach's future needs, those lands enjoying a future land use industrial designation on the Future Dania Beach Land Use Plan Map shall not be utilized for non-industrial purposes, except where in conformance with the Industrial Permitted Use subsection of the Plan Implementation Requirements section of the Dania Beach Land Use Plan.

- Policy: 1.1.1.7 Significant industrial land is currently available. The City will encourage light/marine oriented industrial uses as an alternative to traditional industrial uses.
- Policy: 1.1.1.8 Heavy Industrial Uses. The City shall not encourage additional Heavy Industrial Development. After January 1, 1999, Heavy Industrial Uses will be allowed only when they offer significant gains and opportunities to the City (in terms of employment opportunity, increased tax base, an enhancement to the City's growing reputation as a significant commerce location for the Marine Industry, or the provision of services and goods deemed necessary and desirable for Dania Beach's citizenry as distinguished from the citizens of Broward County or Southeast Florida), and when industrial facilities are planned, designed, and built to minimize adverse secondary impacts of noise, outdoor activities, environmental pollution, vibration, dust, odors, traffic generation, or other physical activity. In evaluating heavy Industrial Use development, the City may require more than the minimum setback, landscaping, open space, and pervious area requirements, and less than the otherwise maximum allowable building height and lot coverage requirements to minimize or offset negative secondary impacts.
- Policy: 1.1.1.9 Marine Industrial Uses. The City shall encourage additional Marine Industrial development. In doing so, Marine Industrial development shall be planned, designed, and built to be as fully enclosed in buildings as is reasonably possible and to minimize adverse secondary impacts of noise, outdoor activities, environmental pollution, vibration, dust, odors, is generation, or other physical activity. In evaluating Marine Industrial development, the City may require more than the minimum setback, landscaping, open space, and pervious area requirements, and less than the otherwise maximum allowable building height and lot coverage requirements to minimize or offset



negative secondary impacts.

- Policy: 1.1.1.10 Landfills and resource recovery facilities shall be planned to minimize impacts on adjacent existing or planned land uses.
- Policy: 1.1.1.11 Minimum floor elevation standards shall be consistent with Broward County regulations and applicable law.
- Policy: 1.1.1.12 Areas surrounding existing and proposed airports/heliports shall be planned to promote compatible land uses consistent with the affected elements of the Dania Beach Comprehensive Plan.
- Policy: 1.1.1.13 Within areas surrounding existing or committed airports/heliports, Dania Beach shall not issue development orders for land uses or structures that are incompatible with airport/heliport uses, pursuant to the Development Review Requirements of the Dania Beach Land Use Plan.
- Policy: 1.1.1.14 The recommendations of adopted Part 150 Study Technical Reports shall be taken under consideration during land use decisions affecting airports/heliports and their adjacent areas.
- Policy: 1.1.1.15 Dania Beach shall protect from obstruction Federal Aviation Administration approved and locally adopted aircraft air corridors.
- Policy: 1.1.1.16 The City shall establish development review procedures to ensure that Crime Prevention Through Environmental Design (CPTED) principles are addressed during the review process.
- Policy: 1.1.1.17 The City's land development regulations shall enable a variety of housing types to accommodate the housing for all income levels in the City of Dania Beach. The City shall encourage the inclusion of low and moderate housing opportunities in large-scale residential developments.
- Objective: 1.1.2 Land development regulations will be maintained to that future land amendments will only be permitted provided that availability of the services are in place.**

- Policy: 1.1.2.1 Facilities and services will meet the levels of services outlined in the Comprehensive Plan Elements.
- Policy: 1.1.2.2 All facilities will be available and consistent with concurrency requirements as per Section 163.3180 Florida Statutes.
- Policy: 1.1.2.3 The City shall consider the individual and cumulative impacts of land use plan amendments on the existing and planned elementary and secondary education facilities.
- Objective: 1.1.3 Available land suitable for the provision of community facilities to support the existing/projected population has been identified.**
- Policy: 1.1.3.1 New development shall provide for utility and community facility sites in accordance with the level of service standards of the Comprehensive Plan.
- Policy: 1.1.3.2 New park and recreational facilities shall be supplied and tied with new growth in accordance with the level of service standards of the Comprehensive Plan.
- Policy: 1.1.3.3 Dania Beach shall provide for a minimum of three (3) acres of Community level parks for every 1,000 existing and projected permanent residents. The acreage that may be used to meet this requirement is listed in the "Community and Regional Parks" subsection of the Implementation Requirements and Procedures section of the Broward Next County Land Use Plan.
- Policy 1.1.3.4 Dania Beach shall adopt and implement those procedures and practices necessary to meet or exceed the minimum parks and open space standards contained with the Broward County Land Use Plan.
- Policy 1.1.3.5 Dania Beach shall address, within its development codes and regulations, the protection of existing and designated parks, recreation and open space lands to ensure



such lands are protected from future development.

- Policy 1.1.3.6 Dania Beach shall continue to permit public schools (defined for the purpose of the land use element to mean public schools K through 12), which are classified by this Plan as a type of community facility, in the following land use categories.
- a. Residential
 - b. Community **Use Facilities**
- Policy 1.1.3.7 Dania Beach will utilize the Broward County School Board land area guidelines for individual school facilities.
- Policy 1.1.3.8 Collocation of public schools with other community facilities will be considered when:
- a. New or replacement schools are funded in the School Board's Capital Budget and are adjacent to other existing public facilities.
 - b. New facilities are funded in the City's Capital Improvement Element and can be located adjacent to public schools and/or
 - c. Joint use projects are created and implemented.
- Policy 1.1.3.9 Dania Beach will encourage the collocation of public facilities such as libraries, parks and community centers with public schools to the extent practical and financially feasible. The following criteria shall be considered for collocating public schools and public facilities.
- a. Availability of vacant land of suitable size and dimensions for the collocated public uses;
 - b. Compatibility of the collocated public uses with the adjacent land uses (ex: noise, odors, glare, debris, dust, traffic, high voltage transmission lines, etc.) and the compatibility of the collocated public uses' future land use designation(s) with the future land use designations of adjacent uses;
 - c. Availability of infrastructure, public services, (i.e.: roadways, public transit, potable water, sanitary sewer, drainage, and aquifer

- recharge) and utilities (electricity, gas, etc.);
- d. Environmental limitations (i.e.: wetlands, uplands, soil conditions, contaminated sites, potential brownfield sites, etc.);
- e. Access approaches, including roadways, public transit, bikeways, recreational trails and pedestrian ways;
- f. Proximity to residential areas, particularly urban residential areas, and areas of very low, low and moderate housing; and
- g. Demographic base for purposes of encouraging diversity.

Policy 1.1.3.10 Dania Beach shall incorporate provisions in the Land Development Code requiring new nonresidential, located adjacent to an existing or planned public school site, to incorporate features such as walls, solid hedges or increased setbacks where such use would be incompatible with the public school.

Policy 1.1.3.11 Dania Beach shall incorporate provisions in the Land Development Code which provided for safe pedestrian and bicycle access to schools.

Policy 1.1.3.12 Dania Beach shall utilize the School Working Group meetings as the mechanism for coordinating the school collocation planning process with the Broward County School Board.

Policy 1.1.3.13 The City of Dania Beach shall adopt and enforce access control regulations to protect the function and integrity of the regional roadway network and ensure consistency with the Broward County Trafficways Plan. All development and redevelopment proposals shall be reviewed for compliance with these regulations in coordination with FDOT, Broward County, and the Broward MPO.

Note: New policy per BCPC comment and consistency with the BCPC plan.



Objective 1.1.4 Continue to implement redevelopment and renewal of blighted areas within the Dania Beach CDBG.

Policy 1.1.4.1 On an annual basis provide for a minimum of three (3) rehabilitations of substandard housing units and two (2) new constructions.

Policy 1.1.4.2 Continue to attract employment centers within the target area region.

Policy 1.1.4.3 The City shall evaluate the need for a designated redevelopment area with a reduced level of service for regional roadways in order to promote redevelopment and expansion of employment and housing opportunities for low and moderate-income households.

Policy 1.1.4.4 Any designated redevelopment areas in the City of Dania Beach shall be served by mass transit facilities.

Policy 1.1.4.5 To preserve and stabilize neighborhoods within designated redevelopment areas, the City shall evaluate traffic patterns in designated redevelopment areas and implement improvements that promote the appropriate interaction or separation of neighborhood and regional traffic.

Objective 1.1.5 Maintain land development regulations, zoning ordinances and other administrative rules to implement the Comprehensive Plan.

Policy 1.1.5.1 Encourage development to enhance the tax base of the community.

Policy 1.1.5.2 Develop incentives within the land development regulations for quality, resilient development.

Policy 1.1.5.3 Work to streamline the development approval process where practical.

Policy 1.1.5.4 Residential land permitted uses and densities will be in accordance with the Future Land Use Element of the Comprehensive Plan.

Policy 1.1.5.5 Commercial, ~~office~~, employment center and

industrial land uses will be identified in accordance with the Comprehensive Plan.

- Policy 1.1.5.6 Dania Beach shall employ its local land use plan and zoning ordinance to establish differing intensities of commercial development compatible with adjacent and surrounding land uses.
- Policy 1.1.5.7 The commercial policies in the Dania Beach Land Use Plans shall form the basis for zoning categories that distinguish between neighborhood, community and regional commercial developments within their respective service areas.
- Policy 1.1.5.8 Community facilities, public facilities uses and sites will be in accordance with the Land Use Element of the Comprehensive Plan.
- Policy 1.1.5.9 Subdivision regulations shall provide for both the timely completion and regular maintenance of all required capital improvements and amenities.
- Policy 1.1.5.10 Dania Beach shall establish a policy framework/foundation upon which land development regulations addressing signage may be based.
- Policy 1.1.5.11 To ensure the adequate provision of public services and facilities, Dania Beach shall take into consideration Dania Beach's tourist population and the seasonal demands placed upon Dania Beach's infrastructure.
- Policy 1.1.5.12 Dania Beach shall implement regulations which address the potentially adverse impacts of industry, including noise, vibration, air pollution, glare, heat, solid wastes, hazardous wastes, fire and explosion.
- Policy 1.1.5.13 Dania Beach shall continue to enforce the countywide platting requirements of the Broward County Charter and ensure that land development within Broward County meets the minimum standards of the Broward County Land Development Code.



Dania Beach shall adopt land development regulations that require platting at least in those circumstances where Broward County Land Use Plan requires platting; and such regulations may establish additional standards, procedures, and requirements as may be necessary to regulate and control the platting of lands within their boundaries.

Objective 1.1.6 Natural resources and historic resources shall be maintained at their present levels at a minimum.

Policy 1.1.6.1 Identify historically significant properties within the community on the Future Land Use Map and support the efforts of the Dania Beach Historical Society to designate and protect the identified properties.

Policy 1.1.6.2 Maintain the quality of the existing wildlife habitats and natural resources within the community.

Policy 1.1.6.3 Continue to protect and identify environmentally sensitive lands. Protect any identified future water wellfields in accordance with the wellfield protection ordinance.

Policy 1.1.6.4 Promote restoration of the Dania Beach ecological systems including its hydrological and ecological functions as well as any degraded or substantially disrupted surface waters.

Policy 1.1.6.5 Comply with the adopted minimum seasonal flows and levels of surface watercourses, as established by the South Florida Water Management District.

Policy 1.1.6.6 Protect and conserve those areas known to contain plant species listed in the Regulated Plant Index for protection by the Florida Department of Agriculture and Consumer Services.

Policy 1.1.6.7 Promote the acquisition, retention and management of unique natural areas in order to preserve their environmental, recreational and other public benefits.

Policy 1.1.6.8 Discourage activities in the vicinity of Local

Areas of Particular Concern which would have detrimental impact upon such areas.

- Policy 1.1.6.9 Amendments to the Dania Beach Land Use Plan Map proposing land use categories which permit Industrial uses shall be discouraged, to the greatest extent feasible, for lands within wellfield protection zones of influence as identified by the Potable Water Supply Wellfield Protection Ordinance of Broward County shall be approved only if proposed uses are consistent with those uses allowed by the Broward County Wellfield Protection Ordinance.
- Policy 1.1.6.10 Dania Beach shall, when it is determined to be practical and financially feasible, require land uses currently on septic systems to be connected to central wastewater treatment facilities, with priority given to those land uses in proximity to surface waters.
- Policy 1.1.6.11 Local land development codes and regulations shall provide for the protection and creation of surface waters in conformance with State and South Florida Water Management District Policies.
- Policy 1.1.6.12 Dania Beach shall coordinate its historic resource protection activities with applicable state and federal laws through the procedures established in the Broward County Land Development Code.
- Policy 1.1.6.13 Dania Beach shall consider the impacts of land use plan amendments on those historic resources identified in Table 3-10 of the Housing Element, and Section 7 of this element.
- Policy 1.1.6.14 All applicants shall be required to analyze the potential impacts of proposed land use plan amendment on the historic resources identified in Table 3-10 of the Housing Element, and Section 7 of this element.
- Policy 1.1.6.15 The City shall not issue development orders, except as listed below, for development within wetlands, until an Environmental Resource License has been issued by the



Broward County Department of Planning and Environmental Protection. However, the City may issue rezoning, site plan, plat approval or development orders issued pursuant to Chapter 380, Florida Statutes, in areas containing wetlands upon issuance of a conceptual review report by the Broward County Department of Planning and Environmental Protection.

Policy 1.1.6.16 Local Areas of Particular Concern are declared to be environmentally sensitive lands and subject to the provisions of the Broward County Land Development Code regarding environmentally sensitive lands.

Note: New policy per BCPC comment and consistency with the BCPC plan.

Objective 1.1.7 **Land development regulations will be maintained which will ensure the future residential densities for land uses within the coastal hazard zone will be limited by the hurricane evacuation standards identified within the Broward County Hurricane Evacuation Plan.**

Policy 1.1.7.1 Land use plan amendments to residential categories east of the Intracoastal Waterway will be limited by the hurricane evacuation standards identified within the Broward County Hurricane Evacuation Plan.

Objective 1.1.8 **New growth and development will only be permitted where services are available and meet the level of service standards of the Comprehensive Plan thereby eliminating urban sprawl.**

Policy 1.1.8.1 Adequate drainage and stormwater management shall be provided for all development.

Policy 1.1.8.2 Open space shall be provided in accordance with the Comprehensive Plan and the land development regulations.

Policy 1.1.8.3 Safe and convenient on site traffic flow shall be provided in accordance with the Comprehensive Plan and the land development regulations.

Policy 1.1.8.4 Adequate vehicular parking shall be

provided for new development in accordance with the land development regulations.

- Policy 1.1.8.5 Dania Beach shall implement procedures which identify the cumulative impacts of proposed development on public services and facilities.
- Policy 1.1.8.6 Promote infill development through the provision of potable water and sanitary sewer service to those developed portions of Dania Beach which are currently inadequately served.
- Policy 1.1.8.7 When extending new services to undeveloped portions of Dania Beach, priority shall be given to those areas where other facilities and services are available or are anticipated to be provided concurrent with the extension of such new services.
- Policy 1.1.8.8 Except for schools, regional and community facilities shall be located close to major traffic corridors and mass transit routes adequate to carry the volume of traffic generated by such facilities.
- Policy 1.1.8.9 Dania Beach shall establish a level of service standard for each public facility located within the boundary for which Dania Beach has authority to issue development orders or development permits pursuant to 91-5.005(3) Florida Administrative Code.
- Policy 1.1.8.10 Prior to plat approval, Dania Beach shall ensure that the public facilities and services necessary to meet the level of service standards established with the Broward County Comprehensive Plan and the Dania Beach plan will be available consistent with concurrency requirements, Chapter 163.03202(9) Florida Statutes, Chapter 163.3180 Florida Statutes (1993) and the concurrence management policies included in the Broward County Land Use Plan.
- Objective 1.1.9 Land development regulations will be maintained which will ensure that any uses found inconsistent with the**



community's character are not permitted.

Policy 1.1.9.1 Any zoning districts in conflict with the adopted Comprehensive Plan shall be rezoned.

Policy 1.1.9.2 All proposed development and future land uses shall be compatible with adjacent land uses.

Objective 1.1.10 Land development regulations shall be maintained which provide for mixed land uses and other unique development techniques.

Policy 1.1.10.1 Innovative site design and land planning shall be permitted within these land development regulations.

Policy 1.1.10.2 The permitted uses of the Comprehensive Plan shall permit the mixing of land uses consistent with land development regulations.

Objective 1.1.11 Coordinate future land uses with topography and soil conditions to protect Dania Beach's water supply and minimize flooding problems.

Policy 1.1.11.1 Regulate development on flood prone soils, as defined by the United States Soil Conservation Service, consistent with the criteria and mapping of the Federal Emergency Management Administration.

Objective 1.1.12 Establish land development regulations that address controlled access to adjacent traffic circulation facilities, the provision of adequate on-site traffic circulation and off-street parking relative to existing and planned commercial development.

Policy 1.1.12.1 The Dania Beach Plan shall contain a policy that forms the basis for access control regulations for the protection of the regional roadway network and Broward County Trafficways Plan.

Objective 1.1.13 Develop and implement land use controls which promote residential neighborhoods that are attractive, well

maintained and contribute to the health, safety and welfare of their residents.

Objective 1.1.14 **Encourage provision of a system of public and private open space areas including natural reservations, parks, beaches, scenic vistas, and waterways compatible with the tropical and resort character of Dania Beach.**

Policy 1.1.14.1 Dania Beach shall pursue programs that will ensure the provision of and access to open space as consistent with its adopted comprehensive plan and the Broward County Land Use Plan.

Objective 1.1.15 **Concurrency management systems shall be established to effectively monitor and manage new growth, in conformance with Florida's Community Planning Act, including Section 163.3180 Florida Statutes**

Policy 1.1.15.1 Dania Beach shall establish concurrency management systems to effectively manage new growth and to ascertain whether necessary facilities identified within their local Capital Improvements Elements are being constructed in accordance with the schedules in its local plan and to measure the development capacity of such facilities in a given area at a given time.

Policy 1.1.15.2 Those facilities which are subject to the local concurrency requirements include: traffic circulation, recreational, drainage and flood protection, potable water, solid waste and sanitary sewer facilities.

Objective 1.1.16 **Encourage the development and implementation of land use controls to increase the protection and enhancement of beaches, rivers and marine resources identified on the Natural Resources Map Series of the Dania Beach Land Use Plan Map Series.**

Policy 1.1.16.1 Land development codes and regulations shall require the protection and/or restoration of beaches, particularly dunes



and vegetation, through techniques such as conservation easements, re-vegetation, elevated walkways, and clustering of developments.

Policy 1.1.16.2 Priority shall be given to water-dependent uses such as marinas and public access to waterways, in decisions affecting waterfront property.

Policy 1.1.16.3 In order to protect and enhance sea turtle nesting, Dania Beach has adopted Ordinance No. ~~2024-016~~ 2011-029 to reduce impacts of coastal lighting on the nesting and hatching of threatened and endangered sea turtles through restrictions, constraints and requirements to preserve and protect sea turtles and sea turtle habitat.

Note: New policy per BCPC comment and consistency with the BCPC plan.

Policy 1.1.16.4 In addressing beachfront property, land development regulations shall establish special district or standards sufficiently flexible to give priority to implementation of the coastal construction control line of the State of Florida.

Policy 1.1.16.5 The Dania Beach Land Use Plan shall give priority to protection to public beach access sites.

Policy 1.1.16.6 Marinas which service live aboard boats shall provide for sewage pumpage facilities and/or other improvements which promote environmental compatibility with marine resources consistent with Florida State Law.

Policy 1.1.16.7 Locate marinas, boat ramps and other water-dependent uses in a manner which protects manatees in those areas which they frequent.

Policy 1.1.16.8 The City and applicable regulatory agencies shall encourage intergovernmental coordination among coastal cities to protect beaches, promote beach restoration, minimize the impacts of structures on beach systems and increase public access to beaches and marine resources.

Policy 1.1.16.9 Local land development regulations should

protect the City's remnant natural rivers by prohibiting new construction, not including the repair or replacement of bulkheads, revetments and seawalls in such areas, by promoting softened shorelines, riprap and other natural methods to prevent erosion, by requiring the restoration of historic vegetative cover to the areas being restored, and by ensuring that the construction of new docks is compatible with the growth of submerged and littoral vegetation and communities of bottom dwelling organisms.

Policy 1.1.16.10 The City will ensure that all new marine facilities comply with the Broward County Manatee Protection Plan.

Objective 1.1.17 Encourage the development and implementation of land use controls to increase the protection and enhancement of beaches, rivers and marine resources identified on the Natural Resources Map Series of the Dania Beach Land Use Plan Map Series.

Policy 1.1.17.1 Land development codes and regulations shall address mitigation of wetlands when alternative strategies such as those within Broward County Land Use Plan have been unsuccessful.

Objective 1.1.18 Ensure that mining operations are compatible with existing surrounding land uses and consistent with the Broward County Land Use Plan's policies regarding protection of natural resources including environmentally sensitive lands and water resource quality and quantity.

Policy 1.1.18.1 Comprehensive plans and/or land development regulations shall address the reclamation of completed mining excavations and their compatibility with existing surrounding land uses.

Objective 1.1.19 Protect identified floodplains and areas subject to seasonal or periodic flooding.



- Policy 1.1.19.1 Dania Beach land development codes shall contain floodplain protection provisions consistent with all Broward County regulations and applicable law.
- Policy 1.1.19.2 Dania Beach shall require redevelopment within identified floodplains to address existing and future flooding problems and risks.
- Policy 1.1.19.3 Through provisions in Dania Beach development regulations, public roads and parking lots shall be designed consistent with the criteria of the South Florida Water Management District.
- Policy 1.1.19.4 Dania Beach Land Development regulations shall include the requirement that the minimum floor elevations standards for building sites consistent with all Broward County regulations and applicable law shall apply to all new construction and substantial improvement or repair of substantial damage.

Objective 1.1.20 Estimate flooding problems while preserving groundwater quality through planned growth, the provision of drainage and stormwater management systems and the adoption of appropriate development codes and regulations.

- Policy 1.1.20.1 New development shall provide water storage capacity equal to that which existed under predevelopment conditions consistent with the water management regulations and plans of the South Florida Water Management District, and standards adopted within the City's Code of Ordinances.

Objective 1.1.21 Coordinate transportation and land use planning activities of Broward County and Dania Beach to ensure that the regional roadway network levels of service standards established within the Broward County Comprehensive Plan are met.

- Policy 1.1.21.1 Dania Beach shall utilize the highway capacity methodology endorsed by the Broward County Metropolitan Planning

Organization and approved by the Broward County Board of County Commissioners to determine the capacity and levels of service on the regional roadway network.

Policy 1.1.21.2 Dania Beach shall consider the individual and cumulative impacts of land use plan amendments on the existing and planned transportation facilities within Dania Beach.

Objective 1.1.22 Ensure adequate rights-of-way are available to meet Broward County's future transportation needs.

Policy 1.1.22.1 In order to protect the transportation corridors identified on the Broward County Trafficways Plan, Dania Beach shall require that development setbacks from identified rights-of-way when issuing development orders while providing an administrative relief process to ensure such setback does not deny all beneficial use of the property proposed for development.

Objective 1.1.23 Continue to implement those requirements and procedures which ensure consistency between the Broward County Land Use Plan and the Dania Beach Land Use Plan.

Policy 1.1.23.1 The land use plans and plan amendments of Dania Beach shall successfully complete the Chapter 163, Florida Statutes local comprehensive plan review process prior to their certification or recertification by the Broward County Planning Council.

Objective 1.1.24 Develop and implement land use programs to encourage the elimination or reduction of existing incompatible land uses and prevent future incompatible land uses.

Policy 1.1.24.1 Dania Beach shall minimize the impacts of existing incompatible land uses through requirements within their land development codes and regulations, such as buffering and setbacks.

Objective 1.1.25 Dania Beach shall support home



ownership by encouraging and supporting residential development that contemplates the sale of dwelling units in fee simple or as condominiums.

Policy 1.1.25.1 The City shall continue coordinating with developers on housing developments compatible with land uses and transportation policies.

Objective 1.1.26 The City through planning, land use regulation, or land acquisition, shall maintain the lands adjacent to SE 5th between Sheridan Street and Dania Beach Boulevard for parks, conservation, and storm water retention purposes.

Policy 1.1.26.1 The City shall maintain SE 5th Avenue as a local street, utilizing abutting vacant properties to meet the recreation and drainage needs of adjoining residential communities, including the acquisition of excess right-of-way as a passive linear park and storm water retention area. The City shall continue to investigate the availability of funds (to acquire properties) or the use of zoning and land use regulations to implement this policy.

Policy 1.1.26.2 The City shall work with the South Florida Water Management District, the Broward County Department of Planning and Environmental Protection, and the Florida Department of Environmental Protection to preserve and protect vacant lands on SE 5th Avenue and the adjacent West Park Ecosystem.

Objective 1.1.27 Encourage compact development reflecting characteristics which include a mixture of community-serving uses such as commercial, office, employment, civic, and institutional, recreation and open space and residential, characterized by an efficient infrastructure, close-knit neighborhoods and sense of community, preservation of natural systems, promotion of pedestrian circulation and convenient access to mass transit facilities through the establishment of a Regional Activity

Center land use category.

- Policy 1.1.27.1 The development of the Regional Activity Center shall be guided by the Community Redevelopment Agency's Redevelopment Master Plan and consistent with all elements of this plan.
- Policy 1.1.27.2 The Dania Beach Regional Activity Center shall support the location of uses and internal circulation such that pedestrian mobility is a priority. All land uses in the Dania Beach Regional Activity Center shall be directly accessed via pedestrian ways, and accessible to existing or future alternate public transportation modes, including bicycle and transit.
- Policy 1.1.27.3 Non-motorized transportation as well as mass transit shall be encouraged to serve the Dania Beach Regional Activity Center to reduce reliance upon automobile travel.
- Policy 1.1.27.4 Park land and/or open space that is accessible to the public shall be included as a functional component within the Dania Beach Regional Activity Center.
- Policy 1.1.27.5 To facilitate public transit access, integrated transportation systems shall be encouraged to serve the Dania Beach Regional Activity Center.
- Policy 1.1.27.6 Quality, Affordable Housing opportunities shall be included as a functional component within the Dania Beach Regional Activity Center.
- Policy 1.1.27.7 To enhance pedestrian movement and safety, the separation of pedestrian and vehicular traffic shall be encouraged within the Dania Beach Regional Activity Center.
- Policy 1.1.27.8 Encourage affordable housing opportunities within the Dania Beach Regional Activity Center. The direction of public housing program funds into the Regional Activity Center, reduced lot size for dwelling units, construction of zero lot line and cluster housing, vertical integration of residential



units with non-residential uses, the allowance of accessory dwelling units, or through other mechanisms proven effective in increasing the affordable housing stock.

- Policy 1.1.27.9 The Regional Activity Center shall be governed by land development regulations that provide for an interconnected street network, a safe and attractive pedestrian environment, multi-modal transit connections, and transit-supportive densities and intensities along transit corridors.
- Policy 1.1.27.10 The city shall adopt local design guidelines that require transit shelters in the Regional Activity Center to provide safe and comfortable service and to encourage transit usage.
- Policy 1.1.27.11 The City shall adopt design standards within the land development regulations ensuring compatibility between existing and planned land uses within and adjacent to the Regional Activity Center.
- Policy 1.1.27.12 To enhance pedestrian/non-motorized activities and transportation connectivity, the Regional Activity Center shall integrate open space that is accessible to the public in the form of wide, continuous sidewalks with shade and pedestrian amenities, mid-block pedestrian crossings, and public plazas.
- Policy 1.1.27.13 Pursuant to an interlocal agreement between the City and Broward County, the City is responsible for monitoring development activity and enforcing the permitted land use densities and intensities.
- Policy 1.1.27.154 In order to ensure that all properties can be developed within the overall density and intensity limitations of the Regional Activity Center, the City shall establish and implement a development tracking system.
- Policy 1.1.27.165 Acreage for non-residential land uses will be assigned on a gross acreage basis to all lands included within the development parcel needed to comply with on-site land development requirements, such as, but not limited to, building footprint, setbacks,

parking, outdoor pedestrian circulation, landscaping, drainage, etc. Within mixed use projects, acreage shall be assigned according to the proportion of floor area associated with each use (e.g. if 50 percent of the floor area is used for A, then 50 percent of the gross acreage of the development parcel will be assigned to A).

Policy 1.1.27.176 Floor to Area Ratios shall be calculated using the total gross acreage (on -site and off -site) used to comply with any combination of parking, drainage, or open space requirements for a development project.

Policy 1.1.27.197 In the event of discovery of any archaeological artifacts during the construction of the RAC, construction shall stop within a thirty-foot radius of the find and immediate notification shall be provided to the Broward County Historical Commission: the Division of Historical Resources, Florida Department of State; and the City/Town. Construction may resume within the affected area after the City/town, and the Broward County Historical Commission, pursuant to 92-38 of the Broward County Code of Ordinances; and the Division of Historical Resources, pursuant to Rule 9J-2.043, FAC, have determined the appropriate mitigation, if any are warranted, and such measures have been implemented by Developer.

Policy 1.1.27.108 The City shall consider community needs for affordable housing when proposing an Activity Center and include within their local land use element policies, methods and programs to achieve and/or maintain a sufficient supply of affordable housing opportunities, through various mechanisms such as the direction of public housing program funds into the Activity Center, reduced lot size for dwelling units, construction of zero lot line and cluster housing, vertical integration of residential units with non-residential uses, the allowance of accessory dwelling units, or



through other mechanisms proven effective in increasing the affordable housing stock.

Policy 1.1.27.149 The City shall protect archaeological and paleontological resources and promote the preservation, rehabilitation, and use of historic structures within the RAC.

Policy 1.1.27.220 The City shall seek to accomplish fully connected routes to all destinations within the RAC by ensuring convenient access to high use mass transit stops or multi-modal facilities, encouraging internal transit systems (e.g. trolley, community transit services) and incorporating pedestrian and bicycle paths, as well as greenways.

Policy 1.1.27.231 The City shall integrate the public realm, through park land, public plazas, urban open space or green space/pocket park uses that are accessible to the public and must be provided as an integrated component within an Activity Center. Public spaces should incorporate amenities such as benches, lighting, landscaping, clocks, fountains, art, drinking fountains, banners, flags and food and beverage vendor areas.)

Policy 1.1.27.242 The City shall include within their land use element policies to ensure Regional Activity Centers contain design features that promote and enhance pedestrian mobility and safety, based on the following characteristics:

- Integrated transit stops or stations (within the area) to encourage transit usage/multi-modalism and provide safe and comfortable service including amenities such as seating on benches or planter ledges, shade, lighting, trash receptacles, information kiosks and bicycle parking.

- Wide (5 feet shall be the minimum consistent with ADA requirements) pedestrian and bicycle paths that minimize conflicts with motorized traffic and discourage high speed traffic. The paths should be spatially defined by buildings, adequately landscaped and lighted, and provide ample opportunities for shade and shelter from the elements.

- Buildings should front the street (zero or minimal setbacks are encouraged).
- Vehicle parking strategies that encourage and support transit usage (such as parking that does not front the street, shared parking, parking structures, and/or reduced parking ratios).
- Streets (internal and adjacent to the area) should be designed to discourage isolation and provide connectivity (such as streets in the grid pattern).

Policy 1.1.27.253 The City shall continue supporting the Regional Activity Center designation that shall include policies within their land use element which establish design guidelines for mixed use within their land development codes. Policies should promote an urban form which creates well integrated land use combinations, balances intensity and density, promotes the safe, interconnectivity of vehicular, pedestrian, and other non-motorized movement and is compatible with adjacent land uses.

Policy 1.1.27.264 The City shall continue supporting the interlocal agreement with Broward County monitoring of development activity and enforcement of permitted land use densities and intensities. Continue providing to Broward County a written record reflecting the current status of allocated or assigned dwelling units and floor area square footage for non-residential development for the Activity Center within the City's boundary, and continue transmitting to the Planning Council twice per year, during the months of January and July. The referenced written record shall include a tally sheet reflecting the current total dwelling units and floor area square footage for non-residential development as follows:

1. Dwelling units and floor area square footage for non-residential development included per valid plats which have been approved by the City and which have



restrictive notes reflecting the level of development; and

2. Dwelling units and floor area square footage for non-residential development included per valid site plans which have been approved by the City and which are not included per plats as described in 1. above; and

3. Dwelling units and floor area square footage for non-residential development of existing uses which are not included per plats or site plans as described in 1. and 2. above.

Objective 1.1.28 Coordinate future Land Uses with the availability of Public Elementary and Secondary Education Facilities.

Policy 1.1.28.1 The City shall determine the consistency of land use plan amendments with their Public School Facilities Elements. The consistency finding shall address whether sufficient capacity is available, or anticipated within the short or long range planning horizon of their Elements, to accommodate the projected student impact of proposed amendments. As provided for within the Amended Interlocal Agreement for Public School Facilities Planning (ILA), the School Board of Broward County shall advise the City regarding the projected student impact of amendments and the availability of capacity at impacted schools.

Policy 1.1.28.2 The City shall not accept a building permit application, nor issue a building permit, for new or additional residential units, unless the applicant presents evidence from Broward County that the impact of the proposed development on public educational sites and facilities has been mitigated by payment of school impact fees, based on the fee schedule and accompanying provisions of the Broward County Land Development Code. Alternative methods of mitigation for school impacts may only be approved via a recorded agreement among the property owner(s), Broward County, and/or the City and the School Board of Broward County.

Policy 1.1.28.3 The City, Broward County and the School Board of Broward County shall coordinate through the processes and procedures identified in the ILA to ensure collaborative planning and decision making on population projections and public school siting and to accomplish coordination between the adopted local comprehensive plans and the School Board's District Educational Facilities Plan.

Policy 1.1.28.4 The City, Broward County and the School Board of Broward County shall explore and evaluate opportunities for collocation and shared use of school facilities and civic and recreation facilities during their capital improvement planning processes and other processes as provided for in the ILA.

Policy 1.1.28.5 The City, Broward County, and the School Board of Broward County will coordinate through the procedures established in the ILA and the Broward County and local land use planning process to ensure that proposed public school facility sites are consistent and compatible with the land use categories and policies of their comprehensive plans and enable a close integration between existing and planned schools and surrounding land uses.

Objective 1.1.29 The City establishes intensity standards for non-residential and Regional Activity Center land uses within the Comprehensive Plan.

Policy 1.1.29.1 The following non-residential and Regional Activity Center uses within the Comprehensive Plan shall not exceed the following:

Note: Below table and remarks updated per BCPC comment and consistent with the RAC.



Land Use	Maximum Building Coverage (%) Density and Intensity*
Commercial	75%
Industrial	85%
Utility	75%
Community Facilities	75%
Parks & Recreation	25%
Office	75%
Park Regional Activity Center Residential**	2,348 single family homes 286 duplexes 2,047 townhomes 972 garden apartments 2,165 mid- or high-rise apartments 317 single family homes/duplexes 3,683 multi-family units
Hotel	640 rooms
Commercial	264 acres plus an additional 500,000 s.f.
Industrial	247.5 acres
Employment Center	74.5 acres
Community Use Facilities	36.2 acres (maximum)
Parks & Recreation	40.5 acres (minimum)
Transportation	6.5 acres
Conservation	2.6 acres (minimum)
Utilities	2.5 acres (maximum)

Note: Below remarks updated per BCPC comment and consistent with the RAC adopted by Ordinance 2024-004 and previously transmitted to State. This is just to be reflected in the FLUE.

Remarks:

Chapter 163 Community Redevelopment Area, provides access to Fort Lauderdale-Hollywood International Airport and Port Everglades, and is located around the proposed FEC commuter rail alignment.

*Acreage for non-residential land uses will be assigned on a gross acreage basis to all lands included within the development parcel needed to comply with on-site land development requirements, such as, but not limited to, building footprint, setbacks, parking, outdoor pedestrian circulation, landscaping, drainage, etc. Within mixed use projects, acreage shall be assigned according to the portion of floor area associated with each use (e.g. if 50 percent of the floor area is used for A, then 50 percent of the gross acreage of the development parcel will be assigned to A).

**Consisting of 3,683 multi-family units, 2,665 single-family units, 286 duplexes, 2,047 townhomes, 972 garden apartments and 2,165 high or mid-rise units. Dwelling units from any given category (ex. single-family, townhouse, etc.) may be substituted for dwelling units of another category provided that the substitution results in the same or lesser student generation using the County's adopted student generation rates.

At least 600 (15%) of the additional 4,000 dwelling units permitted by PCT 22-7 will be affordable at the "moderate-income" (up to 120% of the median income) level or below for a minimum period of 30 years.

Prior to the site plan approval of unit 2,001 of the 4,000 additional dwelling units, the City shall demonstrate that at least 300 of the permitted or built units are deed restricted as affordable (up to 120% of area median income adjusted for family size) for a period of at least 30 years. If the City is unable to demonstrate that at least 300 of the permitted or built dwelling units meet that criteria, no additional market rate units shall be permitted or built until such time that the City provides an implementation action plan or program that is reviewed by the Planning Council and approved by the County Commission. Per Broward County Land Use Plan Policy 2.4.12, a written record reflecting the current status of allocated or assigned dwelling units shall be transmitted to the Planning Council twice per year, during the months of January and July, and shall include the referenced affordable units, including the location and annual confirmation of income certification.

No more than 5,367 dwelling units shall be located east of U.S. 1.

No building permits issued for new residential development within the Airport's current 60+ DNL noise contour, as amended and as clarified by the County Commission that areas within the 60+ DNL where residential was previously permitted by land use and/or zoning of residential may continue to allow residential development.

GOAL 1.2: Encourage preservation and rehabilitation of natural, historic and archaeological resources and where appropriate restrict development that would damage or destroy these resources.



Objective 1.2.1: The City's LDRs will continue to protect, conserve or enhance living marine resources, wildlife habitats, water resources, and wetlands, and support stormwater requirements.

Policy 1.2.1.1: Development should be designed to accommodate stormwater on-site in accordance with applicable regulations.

Policy 1.2.1.2: The City's Stormwater Master Plan shall be implemented and updated as improvements are made in the system.

Policy 1.2.1.3: In order to reduce non-point source pollutant loadings, and improve the City's drainage system, dumping of debris of any kind into stormwater control structures is prohibited.

Policy 1.2.1.4: The City shall encourage green infrastructure projects within the stormwater planning process to use nature-based solutions to protect water quality, resources and marine habitats.

Objective 1.2.2: To provide for the protection, preservation or sensitive reuse of historic resources.

Policy 1.2.2.1: The City shall refine and maintain regulations to provide for protection, preservation or sensitive reuse of designated historic neighborhoods and historic sites listed on the National Register, Local Designation and/or Florida Site File.

Policy 1.2.2.2: The redevelopment of the designated redevelopment area shall be planned and undertaken so as to protect, preserve or sensitively reuse any designated historic site(s) within its boundaries.

Policy 1.2.2.3: The City shall enact regulations to provide as far as possible for preservation intact, mitigation or excavation of archaeological resources discovered during ground-disturbing activities undertaken by private or public entities.

Policy 1.2.2.4: The City shall consider designation as an historic or archaeological site as an important factor when considering the

required findings for variances and waivers for non-safety related site development regulations in order to accommodate the preservation of historic or archaeological sites within proposed developments. Such features or sites should be incorporated into required setbacks, buffers or open spaces to the maximum extent of requirements.

Policy 1.2.2.5: If new archeological sites are discovered within the City limits, the City shall take necessary steps to protect these resources and coordinate with the county regularly and work with them as needed.

Objective 1.2.3: The City shall protect and enhance its tree population for the purpose of maintaining the natural environment and the character of the City.

Policy 1.2.3.1: The City shall support the creation of an Urban Forestry Plan.

Policy 1.2.3.2: Appropriate locations and tree species shall be chosen for replanting in right of way areas. Guidelines such as those provided by the Florida Division of Forestry and National Arborist Association will be used to determine appropriate locations. At minimum, locations for tree plantings and tree species planted shall consider impacts of traffic, intersection visibility, soil type, power lines, adjacent trees and the preference of adjacent property owners.

Policy 1.2.3.3: The City shall adopt and implement programs that utilize xeriscape principles in conjunction with native plants and trees in public rights-of-way and other public lands, whenever practical, thereby conserving water, improving habitat for urban wildlife, conserving South Florida flora, and improving the City's aesthetic appeal and environmental quality.

Policy 1.2.3.4 Consider its street trees as infrastructure to preserve and protect them as community assets.

Policy 1.2.3.5: Encourage additional planting of trees to



strengthen the character and aesthetic of its residential neighborhoods and commercial areas.

Policy 1.2.3.6: The City shall encourage the public to plant and maintain trees and plants native to this region through a public education program identifying soil types and native plants suitable to each.

Policy 1.2.3.7: Protect existing trees by creating mitigation provisions on its land development regulations for its residential and commercial land use districts.

Policy 1.2.3.8: All development and major renovations shall be encouraged to provide shade trees along sidewalks to encourage pedestrian activity and create scenic corridors in neighborhoods and commercial districts.

Policy 1.2.3.9: Consider providing incentives to developers to preserve trees and natural resources and to encourage additional tree plantings and green areas.

Policy 1.2.3.10: Construction of tree wells shall be required following the guidelines in the Florida Division of Forestry's "Tree Protection Manual for Builders and Developers," as directed by the planning department where development will change grading around trees required to be saved.

Policy 1.2.3.11: Continue to promote and enhance the City's Tree and Landscape Regulations as a key element in retention and provision of private plant materials to support sustainable development principles of tree preservation, and minimal impact to the existing site resources.

Objective 1.2.4: To achieve a sustainable, climate resilient community by adopting and implementing strategies which promote energy efficiency and greenhouse gas reduction, and protect public infrastructure and services, natural systems and resources, and human life from the impacts of climate change.

Policy 1.2.4.1: The City shall participate in the Southeast Florida Regional Climate Change Compact

and collaborate to increase regional climate change resiliency by sharing technical expertise, assessing regional vulnerabilities, and advancing agreed upon mitigation and adaptation strategies, policies and programs.

Policy 1.2.4.2: The City shall continue the use of mitigation strategies to increase energy efficiency and conservation, and to reduce greenhouse gas emissions. These could include, but are not limited to, land use and transportation strategies such as providing incentives for mixed use and redevelopment that maximize internal trip capture, clustering residential densities along transit routes, improving access to transit, improving non-motorized movement, requiring interconnectivity among adjoining parcels, and providing incentives for green building methods.

Policy 1.2.4.3: The City shall coordinate with County and regional agencies, neighboring local governments, and the private sector to develop and implement initiatives and goals to address climate change.

Policy 1.2.4.4: In consideration of sea level rise, flooding and climate change impacts, the City shall, in coordination with its local municipalities, designate Adaptation Action Areas (AAA), as provided by Section 163.3177(6)(g)(10), Florida Statute, in order to:

- a) Identify areas that are vulnerable to the impacts of rising sea level;
- b) Identify and implement adaptation policies to increase community resilience; and
- c) Enhance the funding potential of infrastructure adaptation projects

GOAL 1.3: **To support and coordinate with the City's Community Redevelopment Agency (CRA) infill and redevelopment initiatives and programs and to provide incentives for the continued redevelopment of the historic commercial core of the City.**



Policy 1.3.1.1: The City shall support redevelopment with recommended regulations pertaining to height, density, design, mixed use, neighborhood compatibility and protection of historic resources.

Policy 1.3.1.2 The City shall encourage new development, infill and redevelopment in conjunction with existing or planned transit improvements where possible.

Objective 1.3.2: To continue to provide administrative leadership and support for redevelopment efforts.

Policy 1.3.2.1: The City and CRA shall provide opportunities for public involvement in redevelopment.

Policy 1.3.2.2: The City and CRA shall continue to facilitate necessary studies and citizen surveys to determine the optimum approaches for redevelopment.

Policy 1.3.2.3: The City and CRA shall continue to implement the Redevelopment Plan, and review and update the plan as necessary.

Policy 1.3.2.4: The City and CRA shall work together to prioritize transit improvements and transit-supportive land use patterns as appropriate.

Policy 1.3.2.5: With administrative support from the City, the CRA shall develop appropriate transit-supportive programs for inclusion in the Redevelopment Plan to further successful redevelopment.

Objective 1.3.3: To continue to improve the quality of public infrastructure in Downtown Dania Beach.

Policy 1.3.3.1: The City and CRA shall adopt and implement programs to improve the safety and appearance of the streets and sidewalks in Downtown Dania Beach.

Policy 1.3.3.2: The City and CRA shall continue to study and make modifications to improve the traffic flow on downtown streets, to accommodate existing development and redevelopment.

Policy 1.3.3.3: The City continue to maintain the seat of government in Downtown, and shall encourage other agencies to establish downtown offices.

Policy 1.3.3.4: The City shall provide trees and landscaping downtown to enhance the quality of the urban environment.

Objective 1.3.4: To support redevelopment plans which recognize and respect the historic urban character of Downtown Dania Beach and other historic districts and structures in the City and the surrounding neighborhoods.

Policy 1.3.4.1: The City shall consider the historic designation of a property as an important factor when considering the required findings for variances, waivers and conditional use requests, to the maximum extent feasible consistent with health and safety.

Policy 1.3.4.2: Neighborhood plans shall be prepared to support preservation of neighborhoods.

Policy 1.3.4.3: Architectural standards for redevelopment shall be maintained.

Policy 1.3.4.4: The City shall support a full range of services to enhance the attractiveness of living and working in the Downtown area.

Objective 1.3.5: The City will increase its role as an ombudsman for downtown redevelopment, and become an active participant in business development.

Policy 1.3.5.1: The City will take an active role in assisting private redevelopment projects, by assisting with feasibility studies, guiding their implementation, and advocating approval of acceptable plans.

Policy 1.3.5.2: The City and CRA will support the attraction of new retail businesses in the downtown by bringing together land owners and representatives of potential new businesses.



Policy 1.3.5.3: The City will seek grants and promote improvements by other agencies which will benefit Downtown Dania Beach.

Policy 1.3.5.4: The City will support creation of a marketable identity for Downtown.

Policy 1.3.5.5 The City will encourage and assist new businesses that will contribute to maximize economic benefits, quality of life for residents, and respect of natural resources.

Objective 1.3.6: Where appropriate, the City will support redevelopment of obsolete properties and structures.

Policy 1.3.6.1: The City will continue to support operation of the CRA in assembly of lots for redevelopment.

Objective 1.3.7 To encourage sustainable infill development, redevelopment and renewal of blighted areas and to promote the rehabilitation and restoration of older structures.

Policy 1.3.7.1: Infill and Redevelopment opportunities shall be maximized through activities of the Community Redevelopment Agency to operate within the Redevelopment Area as shown on the Future Land Use Plan.

Policy 1.3.7.2: Infill and Redevelopment opportunities will be maximized through programs to achieve the consolidation of small lots into larger redevelopment parcels, where feasible.

Policy 1.3.7.3: Redevelopment opportunities will be maximized through use of mixed land use designations that permit a flexible mix of multi-family residential and compatible non-residential uses.

Policy 1.3.7.4: Redevelopment with commercial or office uses in locations that are presently devoted to residential uses but would be more suitable for commercial or office uses, will be encouraged through use of mixed land use designations.

GOAL 1.4: To continue coordination and

consistency with the Broward County Land Use Plan policies, initiatives, and programs.

Objective 1.4.1: The City of Dania Beach shall comply with the Broward County Land Use Plan (BCLUP).

Policy 1.4.1.1: The City may rearrange the residential densities shown on the Broward County Land Use Plan Map utilizing “flexibility units” and/or “redevelopment units” in accordance with the BCLUP and the rules established within the “Administrative Rules Document: BrowardNext County Land Use Plan.”

Policy 1.4.1.2: Within areas east of the Intracoastal Waterway, land designated for residential uses which is utilized for office and/or neighborhood retail purposes through the five percent (5%) residential-to-commercial flexibility rule as per BCLUP Policy 2.3.3 shall not be counted in calculations to determine allowable residential density. This Policy shall not apply to an application of the five percent (5%) residential-to-commercial flexibility rule which has been applied by the local government through (re)zoning or other official action prior to November 5, 2004.

Policy 1.4.1.3: Within areas east of the Intracoastal Waterway, land designated for residential uses which has been utilized in calculations to determine allowable residential density shall not be eligible for use as office and/or neighborhood retail purposes through the five percent (5%) residential-to-commercial flexibility rule as per BCLUP Policy 2.3.3. This Policy shall not apply to an application of the five percent (5%) residential-to-commercial flexibility rule which has been applied by the local government through (re)zoning or other official action prior to November 5, 2004.

Policy 1.4.1.4: The City shall employ its local land use plans, zoning ordinances and land development codes to establish differing intensities of commerce development



compatible with adjacent and surrounding land uses, including but not limited to lands designated "Commercial," "Industrial" or similar designations by the city land use plan.

Policy 1.4.1.5: The City shall employ its land use plans and development regulations to establish appropriate intensity standards for non-residential future land use categories compatible with adjacent existing and future land uses.

Policy 1.4.1.6: To allow both the public and private sectors to respond to changing conditions and permit the appropriate location of neighborhood commercial uses within or adjacent to established residential neighborhoods, the City shall permit up to 5% of the area designated residential within a local government to be used for neighborhood commercial uses in accordance with the BCLUP and the rules established within the "Administrative Rules Document: Broward Next County Land Use Plan."

Policy 1.4.1.7: The City certified land use plan may decrease by 20 percent the lands designated "Commerce" on the Broward County Land Use Plan Map for residential use in accordance with the rules established within the "Administrative Rules Document: Broward County Land Use Plan" and the Chapter 163, Florida Statutes plan adoption and amendment process.

The City certified land use plan may permit the following, subject to the restrictions identified in Policy 1.4.1.12:

- a. up to 20 percent of designated industrial and employment center areas to be used for commercial uses,
- b. up to 20 percent of commercial designated areas to be used for residential uses.
- c. up to 5 percent of designated residential areas to be used for neighborhood retail and services.

Policy 1.4.1.8: The City shall provide for a minimum of three (3) acres of Community level parks for every 1,000 existing and projected

permanent residents.

Policy 1.4.1.9: The City shall strongly encourage the preservation of open space areas. Amendments to the City's Land Use Plan which would result in the loss of open space shall be strongly discouraged and be required to address how open space and recreation needs of the existing and projected residents of the community will be met, including how the negative impacts of the loss of open space on surrounding neighborhoods will be minimized or mitigated.

Policy 1.4.1.10: The City shall coordinate with the Port Everglades Department, the Broward County Environmental Protection and Growth Management Department and the Cities of Fort Lauderdale, and Hollywood to ensure compatibility between the Port Everglades Master/Vision Plan, the Broward County Land Use Plan, and the City land use plans.

Policy 1.4.1.11: The City shall require protective measures such as restrictions regarding blasting, noise, and air quality as well as fencing during excavation and shall provide that slopes be maintained after excavation of mining pits to provide for shallow water aquatic habitat, in order to protect the health, safety and welfare of the City's residents.

Policy 1.4.1.12: The City's utilization of the Broward County Land Use Plan "Flexibility Rules" shall be subject to a determination by the Broward County Commission that such allocation is compatible with adjacent land uses, and that impacts on public school facilities have been adequately considered, in the following instances:

a. Allocations to sites east of the Intracoastal Waterway which impact access to public beaches.

b. Allocations to sites which are contiguous to a municipality upon request of the



contiguous_municipality.

c. Allocations to sites which are adjacent to an Environmentally Sensitive Land, as defined within the Broward County Comprehensive Plan, or a Broward County or regional park, including sites which are attached, located within 500 feet, or separated only by streets and highways, canals and rivers or easements, upon request of the Broward County Commission.

Allocations of "Flexibility Units" shall be subject to the following restriction: Within areas east of the Intracoastal Waterway, in no instance shall allocations of "Flexibility Units result in a residential density greater than twenty-five (25) dwelling units per gross acre for the residentially designated parcel or portion of a non-residentially designated parcel to be developed with residential use, or exceed one hundred percent (100%) of the maximum number of dwelling units indicated for the parcel by the local land use plan map, whichever resulting residential density is less.

- Policy 1.4.1.13: The compatibility of existing and future land uses shall be a primary consideration in the review and approval of amendments to the City's land use plan. It is recognized that approved redevelopment plans aimed at eliminating or reducing blighted and deteriorating areas may appropriately promote the introduction of land use patterns in variance from existing land use patterns.
- Policy 1.4.1.14: In order to prevent future incompatible land uses, the established character of predominately developed areas shall be a primary consideration when amendments to the City's Land Use Plan are proposed.
- Policy 1.4.1.15: The City shall pursue the establishment of mandatory reuse zones in order to require the use of reclaimed water for irrigation, when source water is available, with the goal of reducing demands on the Biscayne Aquifer.
- Policy 1.4.1.16: The availability of sanitary sewer service, or plans to extend or provide such service,

shall be a primary consideration when amendments to the City's Land Use Plan for increased densities and intensities are proposed.

- Policy 1.4.1.17: The City shall, when it is determined to be practical and financially feasible, require land uses currently on septic systems to be connected to central wastewater treatment facilities, with priority given to those land uses in proximity to surface waters.
- Policy 1.4.1.18: The City shall require facilities which service live-aboard boats to provide for sewage pumpage facilities and/or other improvements which promote environmental compatibility with marine resources consistent with local, state and federal law.
- Policy 1.4.1.19: The City shall require landfills and resource recovery facilities to be planned to minimize impacts on adjacent existing or planned uses.
- Policy 1.4.1.20: The City shall continue coordinating with Broward County a long-term recovery and redevelopment strategy which focuses on immediate recovery needs and establishes an orderly process for reviewing private and public redevelopment proposals to restore the economic and social viability of the community in a timely fashion.
- Policy 1.4.1.21: The City shall discourage land use plan amendments which negatively impact hurricane evacuation clearance times and/or emergency shelter capacities.
- Policy 1.4.1.22: Development permits granted by Dania Beach shall be consistent with the Broward County Land Use Plan.
- Policy 1.4.1.23: Prior to plat approval, the City shall ensure that the public facilities and services necessary to meet the level of service standards established within the Dania Beach Comprehensive Plan will be available to serve new development.



- Policy 1.4.1.24: The City shall adopt levels of service and concurrency management systems consistent with the Broward County Transportation Element for the regional roadway network within the City boundaries.
- Policy 1.4.1.25: The City shall utilize the highway capacity methodology endorsed by the Broward Metropolitan Planning Organization and approved by the Broward County Board of County Commissioners to determine the capacities and levels of service on the regional roadway network.
- Policy 1.4.1.26: The City shall consider the individual and cumulative impacts of land use plan amendments on the existing and planned transportation facilities.
- Policy 1.4.1.27: The City shall not accept a building permit application, nor issue a building permit, unless the applicant presents evidence from Broward County either that the impact of the proposed development on the regional transportation network has been mitigated by payment of road impact fees or transit impact fees, based on the appropriate provisions of the Broward County Land Development Code, or that no such payment is due.
- Policy 1.4.1.28: The City shall implement development review procedures to assure that facilities and services meet established level of service standards and are available consistent with concurrency requirements and Section 163.3180 Florida Statutes (1993).
- Policy 1.4.1.29: The City shall determine the consistency of land use plan amendments with the Public School Facilities Elements. The consistency finding shall address whether sufficient capacity is available, or anticipated within the short or long range planning horizon of their Elements, to accommodate the projected student impact of proposed amendments. As provided for within the Amended Interlocal Agreement for Public School Facilities Planning (ILA), the School Board of Broward County shall advise the City regarding the projected student impact of amendments and the availability of

capacity at impacted schools.

- Policy 1.4.1.30: For amendments which propose to add 100 or more residential dwelling units to the existing densities approved by the BCLUP and the Dania Beach land use plan, the City shall implement policies, methods and programs to achieve and/or maintain a sufficient supply of affordable housing. In addressing amendments which proposed to add 100 or more residential dwelling units to the existing densities, Dania Beach may include consideration and implementation of the following affordable housing strategies:
- a. programs and policies involving mechanisms such as, but not limited to, impact fees, in-lieu fees, and/or public funds, in which the City, and/or Broward County, and/or other appropriate agencies/entities (including, but not limited to, major employers), provide for the construction or supply of affordable housing;
 - b. programs and policies involving mechanisms such as, but not limited to, impact fees, in-lieu fees, and/or public funds, in which the City, and/or Broward County, and/or other appropriate agencies/entities (including, but not limited to, major employers), provide funding to facilitate the affordable purchase or renting of housing;
 - c. programs and policies in which the City, and/or Broward County, and/or other appropriate agencies, facilitate the maintenance of the existing supply of affordable housing stock, if any;
 - d. property tax abatement programs aimed at preserving or creating affordable housing;
 - e. streamlined and reduced-cost permitting procedures for affordable housing;
 - f. specific minimum set-aside requirements for new affordable housing construction;
 - g. use of appropriate existing public lands, or public land-banking, to facilitate an affordable housing supply;
 - h. programs and policies to facilitate the development and use of City and/or Broward County affordable housing density bonus provisions;
 - i. land development regulations which



promote the availability of affordable housing such as reduced lot size and floor area for dwelling units, construction of zero lot line and cluster housing, vertical integration of residential units with non-residential uses, and the allowance of accessory dwelling units;
j. the existing supply of affordable housing.

The City shall demonstrate compliance with this Policy at the time of the County's consideration of the applicable land use plan amendment, by establishing that the City has implemented or ensured adoption of appropriate policy and program measures to implement the City's chosen policies, methods and programs to achieve and/or maintain a sufficient supply of affordable housing for each of the following affordable housing income categories defined by the Broward County Land Use Plan: very-low, low, and moderate. The City shall estimate its supply of affordable housing utilizing the data and methodology referenced within the latest version of the "Broward County Affordable Housing Needs Assessment," prepared by The Metropolitan Center Florida International University. For the purposes of this Policy, the term "affordable housing" shall include the meaning as defined by the BCLUP. The median annual income estimate should be updated at least yearly.

- Policy 1.4.1.31: The City shall adopt and implement land development regulations to provide for the reservation and acquisition of rights-of-way sufficient to meet the requirements of the Broward County Trafficways Plan.
- Policy 1.4.1.32: The City shall require that development is set back from identified rights-of-way when issuing development orders while providing an administrative relief process to ensure such set back does not deny all beneficial use of the property proposed for development.
- Policy 1.4.1.33: The City shall ensure coordination, consistency and maximum effectiveness of improvements necessary to mitigate high tide flooding associated with realized and additional sea level rise through the year

2070. The City adopted **Ordinance 2021-027** containing standards consistent with Chapter 39, Article XXV – Resiliency Standards for Flood Protection - of the Broward County Code of Ordinances, which shall serve as the model ordinance, and shall not be applicable to oceanfront beaches or shorelines seaward of the Coastal Construction Control Line.

- Policy 1.4.1.34: The City shall consider the impacts of land use plan amendments on wetland resources and minimize those impacts to the maximum extent practicable.
- Policy 1.4.1.35: The City shall provide for the protection and creation of surface waters in conformance with State and South Florida Water Management District policies.
- Policy 1.4.1.36: New development adjacent to or in the vicinity of surface waters shall be designed so as to minimize the direct discharge of stormwater runoff into such bodies of water.
- Policy 1.4.1.37: The City shall minimize soil erosion on new construction sites, the land development codes and regulations of all local government entities shall require treatments and other measures consistent with Chapter 27 of the Broward County Code.
- Policy 1.4.1.38: The City shall require the protection and/or restoration of beaches, particularly dunes and vegetation, including dune construction, through techniques such as conservation easements, vegetation, elevated walkways, and clustering of development.
- Policy 1.4.1.39: Priority shall be given to water-dependent uses such as marinas and public access to waterways, in decisions affecting waterfront property.
- Policy 1.4.1.40: The City land use plan shall give priority to protecting public beach access sites.
- Policy 1.4.1.41: The City shall provide for the protection of marine habitat and water quality of Broward County's coastal waters, including the



protection of natural and artificial reefs.

Policy 1.4.1.42: The City shall map and maintain a current list of historically, architecturally, and archaeologically significant properties and address the protection of these historic resources.

Policy 1.4.1.43: The City shall consider the impacts of land use plan amendments on historic, archaeological, and paleontological resources.

Policy 1.4.1.44: The City shall only permit new septic tank systems when the Florida Department of Health and Rehabilitative Services determines they are consistent with Broward County's Water, Sanitary Sewer and Septic Tank Ordinance and with the requirements of the Florida Statutes and the Florida Administrative Code.

Policy 1.4.1.45: At the time of plat recordation rights-of-way shall be conveyed to the public by deed or easement sufficient to address the impact of development on transportation needs and to meet the requirements of the Broward County Trafficways Plan.

Policy 1.4.1.46: The City shall review all proposed development with respect to the potential for related impacts to the regional air quality, negative impacts eliminated or effectively mitigated.

Policy 1.4.1.47: The Amendments to the Dania Beach Land Use Plan containing golf courses, including closed golf courses, shall address the following:

a. The impact of the loss of open space on the surrounding residential areas. The loss of open space must be mitigated through provision of parks and open space to serve the surrounding neighborhood.

b. Management of storm water retention taking into account the extent to which the golf course provided storm water retention for the surrounding development and how this

will be mitigated, along with any additional storm water impacts created by the new development.

c. Minimization of the impact on natural resources including wetlands, lakes, aquifer recharge areas and the tree canopy, including any historic trees on the site.

d. Mitigation of environmental contamination. The level of environmental contamination must be determined by conducting a Phase 1 environmental assessment. A Phase 2 environmental assessment may be required based upon the findings of the Phase 1 assessment.

e. Integration of the proposed development with the surrounding areas including how the development will tie into the existing neighborhoods through roads, sidewalks, parks/open space and greenways.



**SECTION 1. PERMITTED USES IN FUTURE LAND USE CATEGORIES AND
ACREAGES BY LAND USES CATEGORIES AND NUMBER OF PERMITTED
DWELLING UNITS** (Note: The table below was only modified to round numbers
per Broward County Planning Council comments)

FUTURE LAND USE DESIGNATION	DENSITY	TOTAL NUMBER OF ACRES	POSSIBLE ALLOWABLE UNITS
Estate Residential	1 unit per acre	32.55	32 units 32.5 units
Irregular Res Density (6.0)	6.0 unit per acre	177.63	1,065 units 1,065.78 units
Irregular Res Density (10)	10 unit per acre	43.85	438 units 438.5 units
Irregular Res Density (12-13)	(12-13) unit per acre	6.36	82 units 82.68 units
Irregular Res Density (15)	15 unit per acre	4.89	73 units 73.35 units
Irregular Res Density (17)	17 unit per acre	4.82	81 units 81.94 units
Irregular Res Density (21)	21 unit per acre	2.06	43 units 43.26 units
Irregular Res Density (23)	23 unit per acre	11.4	262 units 262.2 units
Irregular Res Density (49)	49 unit per acre	4.93	241 units 241.57 units
Irregular Res Density (50)	50 unit per acre	5.64	282 units
Low (3) Residential	3 units per acre	8.99	26 units 26.97 units
Low (5) Residential	5 units per acre	580.72	2,903 units 2,903.6 units
Low-Medium (10) Residential	10 units per acre	395.14	3,951 units 3,952.4 units
Medium (16) Residential	16 units per acre	202.4	3,238 units 3,238.4 units
Medium-High (25) Residential	25 units per acre	87.53	2,188 units 2,188.25 units
Regional Activity Center		1,344 1059.75	11,818 units
Commercial		286.62	
Community <u>Use Facilities</u>		32.86	
Conservation		169.33	
Commercial Recreation		9.04	
Employment Center		71.98	

Electrical Generation Facilities		380.33	
Industrial		512.43	
Transportation		189.93	
Utilities		51.96	
Water		31.79	
TOTAL ACREAGE		4649.18 4479.88	<u>26,724</u>

This section identifies those uses permitted in the future land use categories established within the Future Land Use Element of the Dania Beach Comprehensive Plan. These uses are in compliance with the permitted uses and densities established within Broward County Land Use Plan, as amended.

The City's land development regulations will establish those uses which will be permitted, permitted only under certain conditions, or not permitted from those uses listed below.

In addition to the permitted uses stated below, land use activities involving utilities, transportation, communications, parks, golf courses and other outdoor recreational facilities, public schools, (with the utilization of appropriate buffering mechanisms in cases where a school may be located adjacent to an incompatible industrial, or other use of land), and other community facilities deemed necessary and appropriate by the Dania Beach City Commission are permitted in all land use categories.

RESIDENTIAL USE

The areas designated for residential land use on the Future Land Use Map are intended primarily for dwellings, and for uses related to a residential environment, including neighborhood shopping centers, neighborhood parks, schools, etc.

Permitted Uses: the following uses are permitted in areas designated residential:

- Dwelling units, subject to the density limits for a parcel as designated on the Future Land Use Map and as explained in the following subsection entitled "Density Calculations."
- Home occupations and other uses accessory to a dwelling unit.
- Hotels, motels, and similar lodging establishments on parcels of property designated Low, Medium (10), or higher. The maximum number of hotel, motel or similar lodging units permitted on any parcel designated for residential use is double the maximum number of dwelling units permitted by the Future Land Use Map designation. This use is further limited by the City's Land Development Code.
- Parks, golf courses and other outdoor recreational facilities, and recreational, civic, or other cultural buildings ancillary to primary outdoor recreational use of the site.



- Community facilities designed to serve the City's residential area such as schools, day care centers, churches, nursing homes, governmental administration, police and fire protection facilities, libraries, and civic centers.
- Utilities, such as, but not limited to, water and wastewater treatment plants, pumping stations, electrical substations and electric lines and drainage facilities and structures, excluding electrical power plants and landfills, excluding the following uses: water and wastewater treatment plants, pumping stations, power plant substations and transmission facilities, solid waste disposal and transfer stations, and hazardous waste (medical or other uses) processing, transfer, or disposal facilities.
Note: Updated per BCPC comment and consistent with the BCPC plan.
- Communication facilities, if deemed appropriate.
- Agriculture.
- Offices and/or neighborhood retail sales of merchandise or services, subject to the following limitations and provisions:
 - (1) No more than five (5%) percent of the area designated for residential use on the Future Broward County Land Use Map (Series) within the Flexibility Zone City may be used for offices and/or neighborhood retail sales of merchandise, or services.
 - (2) No added contiguous area used for offices and/or neighborhood retail sales of merchandise or services may exceed ten (10) acres. For the purpose of this provision, contiguous is defined as attached; located within 500 feet; or separated only by streets and highways, canals and rivers or easements.
- On parcels of land designated by the City's Future Land Use Plan at a residential density of at least ten (10) dwelling units per gross area, recreational vehicle sites at a maximum density of the maximum number of dwelling units designated for the parcel by the City's Future Land Use Plan if location of recreational vehicles on the parcel of land for more than six months in any twelve month period is permitted, or double such number of dwelling units if such location is prohibited for more than six months in any twelve month period; and
- Special Residential Facilities subject to meeting one of the Category definitions as contained in the Special Residential Facilities Permitted Uses subsection meeting density provisions by Category type stated below; the limitations as expressed by the land use plan map; and, if applicable, the provisions regarding the use and allocation of reserve units redevelopment units, flexibility units, or bonus sleeping rooms.

NOTE: Penal, correctional, and re-entry facilities are prohibited.

Density Provisions for Special Residential Facility: the following densities applied to areas designated residential:

- Special Residential Facility Category (1) development shall count as one (1) dwelling unit each.
- Special Residential Facility Category (2) development shall count as two (2) dwelling units each.
- Special Residential Facility Category (3) development shall count as one (1) dwelling unit per every two (2) sleeping rooms regardless of the number of kitchens or baths.

Note: Updated per BCPC comment and consistent with the BCPC plan.



a. Residential Density

Density Standards in Residential areas are shown on the Future Land Use Map according to eight fifteen (8 15) ranges of density:

1. The Estate (1) Residential category permits up to one (1) dwelling unit per gross acre (reserved).
2. The Low (2) Residential category permits up to two (2) dwelling units per gross acre (reserved).
3. The Low (3) Residential category permits up to three (3) dwelling units per gross acre.
4. The Low (5) Residential category permits up to five (5) dwelling units per gross acre.
5. The Low-Medium (10) Residential category permits up to ten (10) dwelling units per gross acre.
6. The Medium (16) Residential category permits up to sixteen (16) dwelling units per gross acre.
7. The Medium-High (25) Residential category permits up to twenty-five (25) dwelling units per gross acre.
8. The Irregular Residential (6.0) category permits up to six (6) dwelling units per gross acre.
9. The Irregular Residential (10) category permits up to ten (10) dwelling units per gross acre.
10. The Irregular Residential (12-13) category permits up to twelve and thirteen (12-13) dwelling units per gross acre.
11. The Irregular Residential (15) category permits up to fifteen (15) dwelling units per gross acre.
12. The Irregular Residential (17) category permits up to seventeen (17) dwelling units per gross acre.
13. The Irregular Residential (21) category permits up to twenty-one (21) dwelling units per gross acre.
14. The Irregular Residential (23) category permits up to twenty-three (23) dwelling units per gross acre.
15. The Irregular Residential (49) category permits up to forty-nine (49) dwelling units per gross acre.
16. The Irregular Residential (50) category permits up to fifty (50) dwelling units per gross acre.

Density Calculation

All references to density within the Future Land Use Plan mean gross density. Gross density means the number of dwelling units constructed or proposed within an area, divided by the gross acreage of the area. Gross acreage means the total number of acres in an area, including acreage used or proposed for streets, lakes, waterways, and other proposed land uses permitted in residential areas by the Future Land Use Plan.

Calculations of acreage covered by different land use categories on the Broward County City's Future Land Use Map (Series) will necessarily be approximate, due to the scale of the map. Where edges of land use categories are close to property lines, streets, transmission lines or other existing lines, edges should be construed to follow those lines. A lake or canal

should be construed as having been assigned the same land use category as that assigned to adjacent unsubmerged land. The Intracoastal Waterway, and the rivers and canals of the primary drainage system as identified within this plan the Broward County Future Land Use Map (Series) shall not, however, be construed as having credit towards residential density.

Arrangement of Dwelling Units

Any arrangement of dwelling units on a parcel of land designated for residential use is compatible with the Dania Beach Future Land Use if the maximum number of dwelling units permitted within the parcel is not exceeded. For example, the Dania Beach Future Land Use Plan does not regulate whether a developer uses 100 acres of land designated for Low (5) Residential density to build 500 single family homes or whether the same 100 acres are used to build a 500-unit high-rise structure, with the balance of the land maintained as permanent open space. The distribution of units will be determined by local zoning and land development regulations.

Dashed-Line Areas

Some areas have been marked on the Future Land Use Map by dashed lines circumscribing their edges. For each of these areas, the maximum overall density in dwelling units per acre is the number which appears in the circle inside the dashed line. That number can be multiplied by the number of acres inside the dashed line, including areas not designated for residential use, to ascertain the maximum number of dwelling units allowable within the dashed line. The dwelling units that are permitted within areas circumscribed by a dashed line may only be applied within the boundaries of the circumscribed area and may not be transferred.

Flexibility Units

Note: Updated per BCPC comment and consistent with the BCPC plan.

"Flexibility units" means the difference between the number of dwelling units permitted within a flexibility zone by the Broward County Future Land Use Map (Series) and the number of dwelling units permitted within the flexibility zone by the City's certified Future Land Use Plan Map shall equal the difference between the number of dwelling units permitted within a flexibility zone by the Broward County Land Use Plan and the number of dwelling units permitted within the City's certified future land use plan map, plus additional remaining permitted dwelling units, fixed at the adoption date of the 2017 Broward County Land Use Plan and formerly defined as "Reserve Units" which were equal to two percent (2%) of the total number of dwelling units permitted by the City's certified future land use plan map. Flexibility units are allocated at the discretion of the City of Dania Beach.

Since the Dania Beach Future Land Use Plan Map may be more restrictive than the Broward County Future Land Use Map (Series), available flexibility units may be utilized by the City to rearrange residential densities. Rearrangement of residential densities utilizing flexibility units shall be administered within "flexibility zones." The boundaries of and rules governing "flexibility zones" and rearrangement of residential densities therein will be subject to the provisions of Policy 1.02.01 and Policy 13.01.10 of the Broward County Land Use Plan and "Administrative Rules Document: Broward County Land Use Plan."



The maximum number of dwelling units permitted in a flexibility zone by the Dania Beach Future Land Use Map shall not exceed the number of dwelling units permitted in the flexibility zone by the Broward County Future Land Use Map (Series).

Reserve Units

"Reserve units" mean additional permitted dwelling units equal to up to two percent (2%) of the total number of dwelling units permitted within a flexibility zone by the Broward County Future Land Use Map (Series).

- Allocation of reserve units will be administered within "flexibility zones" and will not require amendment of the Future Land Use Plan. The boundaries of and rules governing "flexibility zones" and allocation of reserve units therein will be subject to the provisions of Policy 1.02.02 and Policy 13.01.10 of the Broward County Land Use Plan and the "Administrative Rules Document: Broward County Land Use Plan."

The number of reserve units in a flexibility zone will be fixed at the adoption of the Broward County Future Land Use Map (Series). The number of reserve units assigned to a parcel designated for residential use on the Dania Beach Land Use Plan Map may not exceed 100% of the maximum number of dwelling units indicated for the parcel by the local Future Land Use Plan Map. Notwithstanding the Future Land Use Plan, zoning, and the applicable Land Development Regulations, density higher than fifty (50) dwelling units per gross acre is prohibited.

Redevelopment in Coastal High Hazard Area

The city may permit the redevelopment of residentially designated areas, including existing hotel uses, located within the coastal high hazard area which were subject to past decreases in density resulting from the adoption of the 1977 or 1989 Broward County Land Use Plan. Such redevelopment shall be limited to the actual built density/intensity (number of dwelling units and building square footage) and meet all public safety codes in effect at the time of redevelopment including building code, flood elevation and hurricane evacuation standards. Building square footage may be increased by one percent for every two percent reduction in the number of dwelling units subject to city development regulations addressing building bulk, shadow and form. The city certified land use plan shall also comply with the natural resource protection policies addressing the protection of beaches, rivers and marine resources enumerated within the Broward County Land Use Plan.

COMMERCIAL USE

The areas designated for commercial use on the Future Land Use Map provide land area for business, office, retail, service, and other commercial enterprises which support the resident and tourist populations of Dania Beach.

Uses permitted in areas designated commercial are as follows:

- Retail uses.
- Office and business uses.
- Wholesale, storage, light fabricating, and warehouse uses, if deemed appropriate by the local jurisdiction.
- Hotels, motels, and similar lodging establishments. Within the Coastal High Hazard Area, the density for hotels, motels, and similar lodging establishments is limited to fifty (50) units per acre.

- Recreation and open space, cemeteries, and commercial recreation uses.
- Community facilities and utilities (excluding landfills and electrical power plants), if deemed appropriate by the local jurisdiction.
- Special Residential Facility Category (2) development as defined in the Special Residential Facilities Permitted Uses subsection, subject to the allocation of two (2) reserve redevelopment or flexibility units in accordance with the Special Residential Facility provisions and policies for the application of these units.
- Special Residential Facility Category (3) development as defined in the Special Residential Facilities Permitted Uses subsection, subject to the allocation of reserve redevelopment units or flexibility units in accordance with the Special Residential Facility provisions and policies for the application of these units; each flexibility or reserve unit shall permit two (2) sleeping rooms regardless of the number of kitchens or baths.
- Non-residential agricultural uses.
- Residential uses are permitted, without the need to amend the local Future Land Use Plan Map, provided that the local government entity applies flexibility or reserve redevelopment units to the parcel and:

- i. The residential floor area of mixed commercial/residential structures does not exceed 50% of the total floor area of the building; and/or
- ii. The first floor of mixed commercial/residential structures is confined to commercial uses; and/or
- iii. For parcels five (5) acres in size or less, free-standing multi-family residential uses are permitted. Within areas designated on the County Plan as Infill, Urban Redevelopment, Downtown Revitalization Areas, or Chapter 163 Redevelopment Areas, free-standing multi-family residential uses are permitted on parcels ten (10) acres in size or less; and/or
- iv. For mixed commercial/residential developments greater than five (5) acres in size or 10 acres within areas designated on the County plan as Urban Infill, Urban Redevelopment, Downtown Revitalization Areas, or Chapter 163 Redevelopment Areas, free-standing multi-family residential uses are permitted provided that the gross residential acreage does not exceed five (5) acres (10 acres within areas designated on the County Plan as Urban Infill, Urban Redevelopment, Downtown Revitalization Areas, Chapter 163 Redevelopment Areas), or 40% of the total gross acreage of the commercially designated parcel, whichever is greater, and that the entire mixed commercial/residential development be governed by specific zoning regulations that establish criteria to ensure proper integration and compatibility of land uses within and surrounding the development; and/or
- v. Residential units within the same structure as commercial uses for the owner, manager or caretaker of the commercial uses may be located in areas designated commercial without the application of flexibility units or reserve units.

- Residential uses, up to 10 acres, are permitted via local government allocation of "flexibility units" and/or "redevelopment units," provided that total residential uses



do not exceed 20% of the land area designated "Commerce" or equivalent land use designation within the municipality. Areas east of the Intracoastal Waterway are limited to a maximum of 25 dwelling units per acre and are not permitted to utilize "redevelopment units."

- Residential units within the same structure as commerce uses for the owner, manager or caretaker of the commerce uses are permitted.
- Transportation and communications facilities utilities.

NOTE: Penal, correctional, and re-entry facilities are prohibited.

Downtown Development District (D.D.D.) Commercial Use

The areas designated as D.D.D. commercial on the Future Land Use Plan Map provide for business, office, retail, and service activities appropriate for development and redevelopment of the Dania Beach Central Business District. Commercial uses shall be encouraged through flexible development incentives designed to encourage tax-intensive uses consistent with redevelopment of the Dania Beach Retail Core.

Uses permitted in areas designated D.D.D. commercial are as follows:

- Retail uses.
- Designer Showroom Facilities.
- Office and business uses.
- Wholesale, storage, light fabricating, and warehouse uses, if deemed appropriate by the local jurisdiction.
- Hotels, motels, and similar lodging establishments. Within the Coastal High Hazard Area, the density for hotels, motels, and similar lodging establishments is limited to fifty (50) units per acre.
- Recreation, open space, and commercial recreation uses.
- Community facilities and utilities (excluding landfills and electrical power plants), if deemed appropriate by the local jurisdiction.
- Special Residential Facility Category (2) development as defined in the Special Residential Facilities Permitted Uses subsection subject to the allocation of two (2) redevelopment or flexibility units in accordance with the Special Residential Facility provisions and policies for the application of these units.
- Special Residential Facility Category (3) development as defined in the Special Residential Facilities Permitted Uses subsection subject to the allocation of redevelopment units or flexibility units in accordance with the Special Residential Facility provisions and policies for the application of these units; each flexibility or reserve unit shall permit two (2) sleeping rooms regardless of the number of kitchens or baths.
- Transportation and communications facilities utilities.

Residential uses are permitted, without the need to amend the local Future Land Use Plan Map, provided that the local government entity applies flexibility or redevelopment units to the parcel and:

- a. The residential floor area does not exceed 50 % of the total floor area of the building; and/or

b. The first floor of mixed commercial/residential structures is confined to commercial use; and/or

c. For parcels five (5) acres in size or less, free-standing multi-family residential uses are permitted. Within areas designated on the County Plan Future Land Use Map as Urban Infill, Urban Redevelopment, Downtown Revitalization Areas, or Chapter 163 Redevelopment Areas, free-standing multi-family residential uses are permitted on parcels ten (10) acres in size or less; and/or

For mixed commercial/residential developments greater than five (5) acres in size (or 10 acres within areas designated on the County Future Land Use Map as Urban Infill, Urban Redevelopment, Downtown Revitalization Areas, or Chapter 163 Redevelopment Areas), free-standing multi-family residential uses are permitted provided that the gross residential acreage does not exceed five (5) acres (10 acres within areas designated on the County Future Land Use Map as Urban Infill, Urban Redevelopment, Downtown

d. Revitalization Areas, or Chapter 163 Redevelopment Areas), or 40% of the total gross acreage of the commercially designated parcel, whichever is greater, and that the entire mixed commercial/residential development be governed by specific zoning regulations that establish criteria to ensure proper integration and compatibility of land uses within and surrounding the development; and/or

e. Residential units within the same structure as commercial uses for the owner, manager, or caretaker of the commercial uses may be located in areas designated commercial without the application of flexibility units or reserve units.

NOTE: Penal, correctional, and re-entry facilities are prohibited.

Office Park

Office Park areas are designated on the Future Land Use Plan Map to encourage the location of planned office complexes and corporate headquarters in Dania Beach. Office Park areas should ensure a campus-like atmosphere with substantial buildings and ample open space.

Employee services such as shopping and eating establishments should be allowed, but should be limited to areas within buildings primarily devoted to office use.

Uses permitted in areas designated office park are as follows:

- Offices for uses such as administrative, professional, and business purposes.
- Banking and financial institutions. Educational, scientific, and industrial research facilities; research laboratories and medical or dental laboratories.
- Restaurants and personal services which are accessory to the primary office uses.
- Community facilities
- Special Residential Facility Category (2) development, as defined in the Special Residential Facilities Permitted Uses subsection; subject to the allocation of two (2) redevelopment or flexibility units in accordance with the Special Residential Facilities provision.
- Special Residential Facility Category (3) development as defined in the Special Residential Facilities Permitted Uses subsection; subject to the allocation of redevelopment units or flexibility units in accordance with the Special Residential Facilities provisions; each flexibility or reserve unit shall permit two (2) sleeping rooms regardless of the number of kitchens or baths.



- Utilities excluding landfills.
- Communication facilities.
- Non-residential agricultural uses.
- Recreation and open space uses.
- Hotels, motels, or similar lodging establishments. Within the Coastal High Hazard Area, the density for hotels, motels, and similar lodging establishments is limited to fifty (50) units per acre.

~~NOTE: Penal, correctional, and re-entry facilities are prohibited.~~

Commercial Recreation Use

Commercial Recreation areas are designated on the Future Land Use Map to accommodate major public and private commercial recreation facilities which offer recreational opportunities to the residents and tourists of Broward County. Although some of these facilities operate as an adjunct to or an integral part of other types of development, many of these facilities were conceived as profit-making enterprises.

Those uses permitted in areas designated commercial recreation are as follows:

- Outdoor and indoor recreation facilities such as active recreation complexes, marinas, stadiums, jai-alai frontons, bowling alleys, golf courses, dog and horse racing facilities.
- Accessory facilities, including outdoor and indoor recreation facilities that are determined by the local government entity to be an integral part of and supportive to the primary recreation facility (excluding residential uses).
- Hotels, motels, and similar lodging establishments which are ancillary to the primary commercial recreation use.
- Other active and passive recreation uses.

Industrial Use

The purpose of reserving land for industrial uses is to provide an opportunity for the retention and expansion of Dania Beach's economic base activities. Although other uses are permitted in areas designated industrial, at least eighty (80%) percent of such land area must be devoted to industrial use, such as manufacturing, warehouse distribution, research and development, or other substantial employment-based activities.

Uses permitted in areas designated industrial are as follows:

- Light and heavy industrial uses.
- Marine industrial uses.
- Heavy commercial uses, including new and used automobile, truck, motorcycle, boat and trailer display, sales, and service; newspaper, magazine, and printing plants; bakeries, carpentry, cabinet shops and other trade shops; motion picture studios; ice houses; propane gas sales and repair; and salvage yards.
- Educational, scientific, and industrial research facilities, research laboratories, and medical or dental laboratories.
- Office uses.
- Transportation and communication facilities.

- Recreation and open space, cemeteries, and commercial recreation uses, as long as the location of these uses does not preclude or adversely affect the future use of surrounding areas for industry.
- Community facilities and utilities.
- Non-residential agricultural uses.
- Ancillary commercial uses within buildings devoted to primary industrial uses.
- Wholesale uses.
- ~~The following uses may also be permitted subject to the review and approval requirements of Policy 13.01.10 of the Broward County Land Use Plan as long as the total area of these uses does not occupy more than twenty (20%) Percent of the industrial land designated on the Broward County Future Land Use Map within a flexibility zone, and as long as the location of these uses does not preclude or adversely affect the future use of surrounding areas for industrial uses:~~
 - ~~i. Commercial and retail business uses.~~
 - ~~ii. Hotel, motel, and similar lodging establishments. Within the Coastal High Hazard Area, the density for hotels, motels, and similar lodging establishments is limited to fifty (50) units per acre.~~
 - ~~iii. Communications facilities.~~
- Residential units within the same structure as industrial uses for the owner, manager, or caretaker of the industrial uses may be located in areas designated industrial without the application of flexibility units or reserve units.

NOTE: Penal, correctional, and re-entry facilities are prohibited.

Employment Center Use

Note: Updated per BCPC comment and consistent with the BCPC plan.

Employment Center areas are designated on the Dania Beach Future Land Use Map to encourage non-residential development compatible with residential and other less intensive land uses, and which would support the tourist-oriented segment of Dania Beach's economy as well as technology and service-based activities.

Uses permitted in areas designated employment center are as follows:

Principal Uses:

- Light Manufacturing.
- Office.
- Research and Assembly.
- Hotels, Motels, and similar lodging establishments. Within the Coastal High Hazard Area, the density for hotels, motels, and similar lodging establishments is limited to fifty (50) units per acre.
- Restaurants and Personal Services.
- Community Facilities.
- Non-residential Agricultural Uses.
- Communication Facilities.



- Residential uses are permitted without the need to amend the local Future Land Use Plan Map, provided that the local government applies flexibility or reserve units to the parcel in the following manner:

- (a) For parcels five (5) acres in size or less, free-standing multi-family residential uses are permitted; within areas designated on the County Land Use Plan as Urban Infill, Urban Redevelopment, Downtown Revitalization Areas, or Chapter 163 Redevelopment Areas, free-standing multi-family residential uses are permitted on parcels 10 acres in size or less.
- (b) For mixed use developments greater than five (5) acres in size (or 10 acres within areas designated on the County Plan Future Land Use Map as Urban Infill, Urban Redevelopment, Downtown Revitalization Areas, or Chapter 163 Redevelopment Areas), free-standing multi-family residential uses are permitted provided that the gross residential acreage does not exceed five (5) acres (10 acres within areas designated on the County Plan Future Land Use Map as Urban Infill, Urban Redevelopment, Downtown Revitalization Areas, or Chapter 163 Redevelopment Areas), or 40% of the total gross acreage of the employment center designated parcel, whichever is greater, and that the entire mixed use development be governed by specific zoning regulations that establish criteria to ensure proper integration and compatibility of land uses within and surrounding the development.

Accessory Uses (limited to less than fifty (50%) percent of the site):

- Transportation and Utilities.
- Storage.
- Retail within building occupied by another principal use.
- Recreation and Open Space.
- Neighborhood commercial uses within or adjacent to established residential neighborhoods, the Broward County Land Use Plan shall permit up to 5% of the area designated residential within a local government to be used for neighborhood commercial uses as identified and in accordance with this Plan and the rules established within the "Administrative Rules Document: Broward County Land Use Plan.
- Commercial and retail business uses may also be permitted as long as the total area of these uses does not consume more than twenty (20%) percent of the employment center land designated on the Broward County Future Land Use Map within a flexibility zone, and as long as the location of these uses does not preclude or adversely affect the future use of surrounding areas for employment center use. Said uses are subject to the review and approval requirements of Policy 13.01.10 of the Land Use Element of the County's Comprehensive Plan.

NOTE: Penal, correctional, and re-entry facilities are prohibited.

Parks and Recreation and Open Space Use

The primary intent of the **Parks and Recreation and Open Space** category is to accommodate Recreation and Open Space uses to serve public recreation needs. In general, land uses within this category are low intensity in character with a minimum of impervious surface coverage and retaining as much natural vegetation and landscape as possible.

Areas designated as **Parks** and Recreation **and Open Space** on the Future Land Use Map include existing public and private park sites and existing cemetery sites intended to remain as permanent open space.

Those uses permitted in areas designated Parks and Recreation **and Open Space** Use are as follows:

- Passive recreational uses, including, but not limited to, nature centers and trails, scenic areas, wildlife sanctuaries and feeding stations, aquatic preserves, and picnic areas.
- Golf courses which are intended to remain as permanent open space.
- Camping ground and facilities.
- Cemeteries.
- Active recreational uses, including, but not limited to tennis courts, playgrounds, swimming pools, athletic fields and courts, beaches, and bikeways.
- Outdoor cultural, educational, and civic facilities, including, but not limited to animal exhibits, habitats, band shells, and outdoor classrooms.
- Concessions only when accessory to the above uses.

Community **Facilities** Use

Community **Use Facilities** areas are designated on the Future Land Use Map to provide a full range of regional and community uses such as educational, medical, governmental, religious, civic, cultural, judicial, and correctional facilities.

Community **Use facilities** may be permitted at the discretion of Dania Beach in areas designated residential, commercial, **office park**, agricultural, industrial, and employment center. Civic and cultural buildings may also be permitted in areas designated for Recreation and Open Space use if they are ancillary to the primary recreation use of the site.

Uses permitted in areas designated community **use facilities** are as follows:

- Community facilities including schools, churches, hospitals, governmental administration offices, police and fire stations, civic centers, courts, nursing homes, cemeteries, parks, and recreation facilities.
- Special Residential Facility Category (2) developments as defined in the "Definitions" subsection subject to the allocation of two (2) ~~reserve or flexibility~~ or redevelopment units in accordance with the Special Residential Facilities provisions.
- Special Residential Facility Category (3) developments as defined in the "Definitions" subsection. Subject to the allocation of ~~reserve~~ **redevelopment** units or flexibility units in accordance with the Special Residential Facilities Provisions, each flexibility or reserve unit shall permit two (2) sleeping rooms regardless of the number of kitchens or baths.

NOTE: Penal, correctional, and re-entry facilities are prohibited.

Transportation Use

Existing airports, Sea Port, and existing and proposed Expressways are designated for transportation use on the Future Land Use Plan Map. The following uses are permitted in



Transportation areas:

- Port Everglades Transportation Area
Shipping, warehousing, and, with the exception of residential uses, all other uses which may be permitted by the City of Dania Beach that are consistent with tourism, international trade, and marine commerce.
- Air Transportation Areas
Airports and related facilities, which are compatible with existing residential areas and Dania Beach land uses, designed primarily to serve the needs of airport users and airport employees, airport and aircraft operation, maintenance facilities, cargo distribution terminals, transit warehousing, and other compatible uses, and those land uses—except permanent residences—permitted in the recreation and open space, commercial recreation, and agricultural land use categories.
- Expressways
Uses of an impermanent nature such as agriculture, nurseries, grazing, non-required parking, open storage, and parks are permitted in proposed Expressways. Such provisions are intended to provide owners of property within proposed Expressways with limited uses that do not interfere with the long-term public goal of acquiring rights-of-way for expressway purposes. No principal building may be permitted, nor may any land use which impedes the future construction of an expressway be allowed.

Proposed Expressways shall have an underlying Residential Future Land Use designation unless bordered on both sides by non-residential land use designations. The underlying density credited to the expressway must be equal to the density of the adjacent residential land use designation. In cases where the proposed expressway is bordered by residential land use designations of different densities, the adjacent density shall apply up to the mid-point of the right-of-way. Residential units may not be constructed within the proposed expressway. However, the densities accruing to the proposed expressway may be transferred to adjacent parcels if the owner dedicates the right-of-way to a governmental agency for expressway uses.

If a formal determination has been made by the Broward County Board of County Commissioners that the proposed expressway will not be constructed, the land uses permitted within the expressway corridor shall be those permitted by the adjacent Land Use designation as determined by the appropriate local government entity through the Broward Planning Council (re-) certification process.

Utilities Use

Utilities, such as, but not limited to, water and wastewater treatment plants, pumping stations, electrical substations and electric lines and drainage facilities and structures, excluding electrical power plants.

Utilities are designated on the Future Land Use Map to ensure the availability of land necessary to provide adequate levels of utility services to meet the current and future needs of Dania Beach. Utilities are permitted in areas designated residential, commercial, office park, industrial, and employment center.

Uses permitted in areas designated utilities are as follows:

- Utilities, excluding landfills, and electrical power plants.
- Other uses determined to be ancillary to the primary uses described above.

The following uses may also be permitted in the areas designated Utilities as long as the location of such uses does not preclude or adversely affect the future use of the surrounding areas for utility facilities:

- Recreation and Open Space uses.
- Non-residential agricultural uses.
- Communication facilities.

Communication Facilities

Communication facilities such as television and radio stations, relay structures, and telephone facilities are not specifically designated on the Future Land Use Map as a separate category. Such facilities may be permitted in areas designated by the following zoning categories:

- Residential, if deemed appropriate by the local jurisdiction
- Commercial
- Industrial
- Office Park
- Employment Center

Special Residential Facilities

In accordance with Broward County Ordinance 85-92, the Land Use element of the Broward County Comprehensive Plan defines categories of Special Residential Facilities for the purpose of determining permitted locations and density standards.

Special Residential Facilities development such as group homes and foster care facilities are defined by category type below and are subject, when applicable, to the Special Residential Facilities provisions and allocation of reserve, flexibility, or bonus sleeping rooms. Dania Beach may permit a maximum of one hundred (100) "bonus" sleeping rooms consistent with Broward County Ordinance 85-92, without allocating density, provided such bonus sleeping rooms are permanently dedicated to Special Residential use.

Broward County does not encourage local governments to locate special residential facilities in commercial, office park, or community facilities areas. Special residential facilities should be integrated into residential neighborhoods. However, the Broward County Land Use Plan recognizes that, in some instances, local governments may have need to allocate special residential facilities in these areas.

Special residential facilities are not specifically designated on the Future Land Use Plan Map as a separate land use category. Special residential facilities are permitted within limitations as stated in the Permitted Uses section of Future Land Use element of the City's Comprehensive plan in the following land use categories:

1. Commercial
2. Community Use
3. Residential



Definitions of Special Residential Facilities Categories:

Category (1) means:

A housing facility which is licensed by the State of Florida for no more than eight (8) individuals who require treatment, care, rehabilitation, or education. The facility is usually referred to as a group home. Residents include individuals who are elderly, dependent children, physically disabled, developmentally disabled or individuals not overtly capable of harm to themselves or others. The facility provides a family living environment, including supervision and care necessary to meet the physical, emotional, and social needs of the individuals. Education or training may or may not be provided. There may be more than one kitchen within the housing facility. There may be more than one Special Residential Facility Category (1) development on a parcel.

Category (2) means:

A housing facility which is licensed by the State of Florida for nine (9) to sixteen (16) non-elderly individuals who require treatment, care, rehabilitation, or education. This includes individuals who are dependent children, physically disabled, developmentally disabled, or individuals not overtly capable of harm to themselves or others. The facility provides a family living environment, including supervision and care necessary to meet the physical, emotional, and social needs of the individuals. Education or training may or may not be provided. There may be more than one kitchen within the housing facility. There may be more than one Special Facility Category (2) development on a parcel.

Category (3) means:

- Any housing facility licensed by the State of Florida for more than sixteen (16) non-elderly individuals who require treatment, care, rehabilitation, or education. This includes individuals who are dependent children, physically disabled, developmentally disabled or individuals not overtly capable of harm to themselves or others;
- Any housing facility licensed by the State of Florida for more than eight (8) unrelated elderly individuals;
- Governmentally subsidized housing facilities entirely devoted to care of the elderly, dependent children, the physically handicapped, developmentally disabled or individuals not overtly capable of harm to themselves or others;
- Any non-for-profit housing facility for unrelated elderly individuals;
- Any housing facility which provides a life-care environment. A life-care environment shall include, but is not limited to, creation of a life estate in the facility itself and provision of off-site or on-site medical care.

Conservation Use

Conservation areas are designated on the Future Land Use Map for the purpose of protecting natural ecosystems. Permitted uses include:

- Structures such as dikes, berms, levees, canals, ditches, locks, gates, pumping stations, monitoring facilities used for flood control, drainage, water quality preservation/enhancement, environmental protection, mosquito control, fire control, and the storage and conservation of water.
- Active outdoor recreation uses such as fishing and boating, pursuant to State and Federal regulations.
- Boat ramps and docks.

- Camping facilities, if determined to be appropriate by the local jurisdiction.
- Passive outdoor recreational uses such as wildlife sanctuaries and feeding stations, nature centers, trails, outdoor research stations, and walkways.

Secret Woods Nature Center is a Natural Reservation designated for conservation use on the Future Land Use Map (Series).

Those uses permitted in Natural Reservation areas designated for conservation are as follows:

- Passive outdoor recreational uses such as wildlife sanctuaries, feeding stations, nature centers, trails, outdoor research stations, and walkways.
- Uses which do not impair the natural environment or disturb the natural ecosystem of the area and which are not in conflict with any applicable contractual agreement or management policies of the federal state, regional, county, municipal, or non-profit agency which manages the Natural Reservation.

No agricultural uses have been indicated on the Land Use Plan. Also, while there are a significant number of parks and recreational lands identified on the Plan, no multi-jurisdictional recreation areas are being considered for conservation designation.

Education, public buildings and grounds, and other public facilities are designated as Community Facilities on the Land Use Map. While there are designated historical properties within the City of Dania Beach, it has no designated historical district.

Regional Activity Center Use

The intent of the Regional Activity Center (RAC) land use designation is to encourage attractive and functional mixed living, working, shopping, education, and recreational activities in the Dania Beach Community Redevelopment Area. The City of Dania Beach transmitted a proposed Comprehensive Plan Text Amendment to the Regional Activity Center Permitted Uses to the State on September 11, 2023.

The current and proposed permitted uses for the RAC are presented in the table below.

Regional Activity Center Permitted Uses

Use	Current
Residential (du's)	11,818 du's consisting of: 2,348 Single-family 2,165 High-rise or Mid-Rise apartment 2,047 Townhouses 972 Garden Apt 286 Duplexes 317 Single-Family homes/duplexes 3,683 Multi-family
Hotel	640 rooms



Commercial	264 acres plus 500 ksf
Industrial	247.5 acres
Employment Center	74.5 acres
Community Facilities	36.2 acres
Parks & Rec (min.)	40.5 acres
Transportation	6.5 acres
Conservation (min.)	2.6 acres
Utilities	2.5 acres

Remarks:

Chapter 163 Community Redevelopment Area, provides access to Fort Lauderdale-Hollywood International Airport and Port Everglades, and is located around the proposed FEC commuter rail alignment.

Acreage for non-residential land uses will be assigned on a gross acreage basis to all lands included within the development parcel needed to comply with on-site land development requirements, such as, but not limited to, building footprint, setbacks, parking, outdoor pedestrian circulation, landscaping, drainage, etc. Within mixed use projects, acreage shall be assigned according to the portion of floor area associated with each use (e.g. if 50 percent of the floor area is used for A, then 50 percent of the gross acreage of the development parcel will be assigned to A).

Consisting of 3,683 multi-family units, 2,665 single-family units, 286 duplexes, 2,047 townhomes, 972 garden apartments and 2,165 high or mid-rise units. Dwelling units from any given category (ex. single-family, townhouse, etc.) may be substituted for dwelling units of another category provided that the substitution results in the same or lesser student generation using the County's adopted student generation rates.

At least 600 (15%) of the additional 4,000 dwelling units permitted by PCT 22-7 will be affordable at the "moderate-income" (up to 120% of the median income) level or below for a minimum period of 30 years.

Prior to the site plan approval of unit 2,001 of the 4,000 additional dwelling units, the City shall demonstrate that at least 300 of the permitted or built units are deed restricted as affordable (up to 120% of area median income adjusted for family size) for a period of at least 30 years. If the City is unable to demonstrate that at least 300 of the permitted or built dwelling units meet that criteria, no additional market rate units shall be permitted or built until such time that the City provides an implementation action plan or program that is reviewed by the Planning Council and approved by the County Commission. Per Broward County Land Use Plan Policy 2.4.12, a written record reflecting the current status of allocated or assigned dwelling units shall be transmitted to the Planning Council twice per year, during the months of January and July, and shall include the referenced affordable units, including the location and annual confirmation of income certification.

No more than 5,367 dwelling units shall be located east of U.S. 1.

No building permits issued for new residential development within the Airport's current 60+ DNL noise contour, as amended and as clarified by the County Commission that areas within the 60+ DNL where residential was previously permitted by land use and/or zoning of residential may continue to allow residential development.

Electrical Generation Facilities

Electrical Generation Facilities Uses are designated on the Dania Beach Land Use Plan Map (Series) to ensure the availability of land for electrical power plants and associated ancillary uses are adequate to meet the current and future needs of Dania Beach's population.

The permitted uses in areas designated electrical generation facilities are as follows:

1. Electrical power plants.

2. Other uses determined to be ancillary to the primary uses.

3. Recreation and open space uses may also be permitted as long as the location of the uses does not preclude or adversely affect the future use of the surrounding areas for electrical generation facilities.

SECTION 2. IMPLEMENTATION REGULATIONS AND PROCEDURES

Note: Updated per BCPC comment and consistent with the BCPC plan.

2.1 Development Review Requirements

A local government may grant an application for a development permit consistent with the Broward County Land Use Plan or a certified local land use plan when it has determined that the following requirements are met:

- a. Transportation, parks and open space, drainage and flood protection, potable water, solid waste, sanitary sewer public facilities and services and public schools will be available to meet established level of service standards, consistent with Chapter 163.3180, Florida Statutes, and the concurrency management policies of the Broward County Land Use Plan.

Traffic circulation, transit, parks and recreation, drainage and flood protection, potable water, solid waste, sanitary sewer public facilities and services and public schools will be available to meet established level of service standards, consistent with Chapter 163.3180, Florida Statutes, and the concurrency management policies of the Broward County Land Use Plan.

- b. Local streets and roads will provide safe, adequate access within the proposed development and the trafficways identified on the Broward County Trafficways Plan prior to occupancy. Local streets and roads will provide safe, adequate access between buildings within the proposed development and the trafficways identified on the Broward County Trafficways Plan prior to occupancy.
- c. Fire protection service will be adequate to protect people and property in the proposed development.



- d. Police protection service will be adequate to protect people and property in the proposed development.
- e. School sites and school buildings will be adequate to serve the proposed development.
- f. A development does not include a structure, or alteration thereof, that is subject to the notice requirements of Title 14, Code of Federal Regulations, Part 77, Subpart B, unless the Federal Aviation Administration (FAA) issues, or has issued a written acknowledgment that said structure or alteration meets the FAA Part 77 criteria. Development does not include a structure, or alteration thereof, that is subject to the notice requirements of Federal Aviation Regulations (FAR), Part 77, Subpart B, unless the Federal Aviation Administration issues, or has issued within the previous ninety (90) days, a written acknowledgment that said structure or alteration would not constitute a hazard to air navigation and does not require increases to minimum instrument flight altitudes within a terminal area, increases to minimum obstruction clearance altitudes, or any other operational modifications at any existing airport or heliport or any planned or proposed airport as described in FAR Part 77.21(c)(2).
- g. No development permit shall be issued for the development, construction, establishment, enlargement, substantial alteration, or repair of a structure that would exceed the maximum height for the Airspace Imaginary Surface in which it is located, or is proposed to be located, unless Obstruction Approval has been issued by the Broward County Aviation Department, pursuant to Section 5-182 of the Broward County Code of Ordinances, and Chapter 333, Florida Statutes.

2.2 Procedures for Certification of Local Land Use Plans

- a. Each local government within Broward County may prepare, in conformance with the requirements of the Broward County Land Use Plan and the Florida Local Government Comprehensive Planning and Land Development Regulation Act, a local land use plan for submittal to the Broward County Planning Council. The local land use plan shall be certified by the Broward County Planning Council prior to becoming effective. its final adoption by a local government.
- b. Pursuant to the Broward County Charter, and consistent with the Broward County Land Use Plan:
 - (1) The Broward County Planning Council shall adopt, within its "Administrative Rules Document," rules and regulations as may be necessary to provide for the certification, decertification and re-certification of local land use plans.
 - (2) The Broward County Planning Council shall adopt, within its "Administrative Rules Document," rules and regulations after approval by the Broward County Commission as may be necessary to provide for:
 - (a) The certification of density transfer of development rights.
 - (b) The receipt of data pertaining to development permits granted by local governments and land development regulations adopted by local

governments.

- (c) Other matters pertinent to the policies and **implementation** requirements of the Broward County Land Use Plan.
- c. Every local land use plan submitted for review and certification by the Broward County Planning Council shall include the following:
 - (1) A land use plan map, drawn to scale, with legend reflecting proposed land uses and residential densities;
 - (2) ~~Goals, objectives and~~ Policies consistent with and furthering those contained within the Broward County Land Use Plan;
 - (3) Implementation provisions which establish a land use and density classification system including a detailed listing of permitted land uses and densities allowed within each local land use classification.
 - (a) A land use permitted within a land use category by the Broward County Land Use Plan may be prohibited or limited by a local land use plan.
 - (b) A local land use plan may propose other permitted land uses and land use categories not specifically identified within the Broward County Land Use Plan, if consistent with the policies and requirements of the Broward County Land Use Plan;
 - (4)
 - (a) A listing of Community level parks acreage counted by the local government to fulfill the parks requirements and consistent with the "Regional and Community Parks" subsections of **this plan the Broward County Land Use**;
 - (b) The local land use plan map shall reflect, conceptually or at specific locations, existing and proposed park and recreational facility sites of sufficient size and quantity to provide Community level parks acreage consistent with the requirements of **this plan the Broward County Land Use Plan**;
 - (5) Other implementation provisions consistent with the policies and requirements of the Broward County Land Use Plan which will implement the local land use plan.
- d. The Broward County Planning Council shall certify each local land use plan which is in substantial conformity with the Broward County Land Use Plan. A local land use plan shall be certified by the Broward County Planning Council when it finds that:
 - (1) The maximum number of dwelling units permitted in the municipality by the local land use plan does not exceed the maximum number of dwelling units permitted by the Broward County Land Use Plan and that residential densities



are distributed in a manner consistent with the policies of the Broward County Land Use Plan. The local government shall demonstrate to the Broward County Planning Council that the distribution of land uses by the local land use plan does not result in an increase in the number of permitted dwelling units as compared to the number of dwelling units permitted by the Broward County Land Use Plan;

- (2) The arrangement of land uses on the local land use plan map bears a reasonable relationship to the arrangement of land uses on the Broward County Land Use Plan Map and permitted uses fall within the parameters for permitted uses established by the Broward County Land Use Plan;
 - (3) The goals, objectives and policies of the local land use plan are consistent with and further those of the Broward County Land Use Plan;
 - (4) The implementation provisions meet or exceed the requirements of the Broward County Land Use Plan.
- e. Each local government is encouraged to develop innovative methods to regulate the development of land through its local land use plan and other land development regulations which may be proposed within its local land use plan. During the certification process, the Broward County Planning Council shall review and may approve such innovative methods which are consistent with the policies of the Broward County Land Use Plan and are in substantial conformity with the Broward County Land Use Plan.
- f. Each local government shall comply with Section 8.05 of the Broward County Charter and shall **make every reasonable effort to** prepare a local land use plan which will be in substantial conformity with the Broward County Land Use Plan. If the Broward County Planning Council determines that a local land use plan includes proposed land uses which are not in conformity with the Broward County Land Use Plan, then it shall not certify the local land use plan unless the Broward County Commission:
- (1) Determines, within sixty days after receipt of a written request by a local government, that the proposed land uses which are not in substantial conformity with the Broward County Land Use Plan must be permitted in order for the local government to comply with Section 8.05 of the Broward County Charter, or
 - (2) Finds that a final judicial decision has been rendered which requires a local government to permit the proposed land uses. The Broward County Commission shall make its finding at the request of any party to the litigation after the Broward County Commission has given at least thirty days notice by certified mail to all other parties to the litigation, or
 - (3) Adopts an amendment to the Broward County Land Use Plan which brings the proposed land uses into substantial conformity to the Broward County Land Use Plan.

2.3 Broward County Land Use Plan Amendment Procedures

- a. The Broward County Land Use Plan may be amended by the Broward County

Commission in the manner provided by the Broward County Charter and Florida Local Government Comprehensive Planning and Land Development Regulation Act.

- b. The Broward County Planning Council shall adopt, within its “Administrative Rules Document,” rules and regulations as may be necessary to provide for the consideration of proposals for the amendments to the Broward County Land Use Plan and the submittal of recommendations and proposals to the Broward County Commission.

2.4 Local Land Development Regulations and Procedures

- a. The Broward County Land Use Plan shall be implemented by adoption and enforcement of appropriate local regulations on the development of lands and waters within the jurisdiction of the local government.
- b. No public or private development may be permitted except in compliance with the Broward County Land Use Plan or certified local land use plan.
- c. A local government which does not have a land use plan certified by the Broward County Planning Council:

(1) May grant an application for a development permit, provided:

- a. The proposed development would be consistent with the Broward County Land Use Plan, and
- b. The proposed development would be in compliance with local land development regulations, and
- c. The development permit is granted in compliance with the “Development Review Requirements” subsection of this plan or with local land development regulations which meet or exceed the requirements of said subsection.

(2) May adopt land development regulations, a land development code, or amendments thereto which are consistent with the Broward County Land Use Plan.

(3) Shall transmit to the Broward County Planning Council for review, no less than forty- five days prior to adoption, a copy of all proposed land development regulations, a land development code, or amendments thereto, and notice of all proposed changes of zoning districts.

- d. A local government which does have a land use plan certified by the Broward County Planning Council and is effective:

(1) May grant an application for a development permit provided:

- a. The proposed development would be consistent with the applicable certified land use plan, and



- b. The proposed development would be in compliance with local land development regulations, and
- c. The development permit is granted in compliance with the "Development Review Requirements" subsection of this plan or with local land development regulations which meet or exceed the requirements of said subsection.
- d. May adopt land development regulations, a land development code or amendments thereto, and amend zoning districts consistent with its certified land use plan.

2.5 Procedures For Formal Interpretations of The Broward County Land Use Plan

The Broward County Planning Council shall assist local governments with matters of interpretation of the Broward County Land Use Plan. Whenever a question of interpretation has not been resolved on an informal basis, the governing body of a local government may request in writing that the Broward County Planning Council issue a letter of interpretation on the matter. Upon receipt of a letter of interpretation from the Broward County Planning Council, the governing body of a local government may within thirty (30) days of receipt request in writing that the Broward County Commission review such letter on any subject outside the scope of the Broward County Planning Council's adopted rules and regulations regarding certification of local land use plans and Broward County Land Use Plan amendment processing and recommendation procedures or matters as contained within the Broward County Land Use Plan regarding Section 8.05 of the Broward County Charter.

The Broward County Commission, within thirty (30) forty-five (45) days after receipt of the request, shall review and either approve or approve with modifications, the Broward County Planning Council's letter of interpretation which shall then be binding on the Broward County Commission, on the Broward County Planning Council, on the local government and on any property owner given written notice and an opportunity to be heard on the matter. The failure of the County Commission to take any action on the appeal within the forty-five (45) day period shall be deemed a confirmation of the Planning Council interpretation. A written request to the Broward County Planning Council or the Broward County Commission pursuant to this section must contain the following information:

- (a) A statement of the question(s).
- (b) A statement of the facts necessary to answer the question(s).
- (c) A statement of the position of the local government on the matter together with legal authority or other support for said position.

2.6 Monitoring and Enforcement Procedures for the Broward County Land Use Plan

- a. Local government shall prepare and transmit to the Broward County Planning Council the information listed below within the time periods

specified. This information is for the purposes of monitoring compliance with the Broward County Land Use Plan and for maintaining current, countywide records of land development activities on which to base future planning. Information shall be transmitted in a format to be prescribed by the Broward County Planning Council.

- (1) A yearly summary regarding allocation of acreage proposed for commercial or residential uses within lands designated Residential, Activity Center, or Commerce utilizing the “flexibility” provisions of the Broward County Land Use Plan, if certified within the local land use plan.
- b. Upon determination by the Broward County Commission that a local government has granted development permits or permitted uses which are inconsistent with the requirements of the Broward County Land Use Plan, or fails to act in substantial compliance with the Broward County Land Use Plan, the Broward County Commission shall take such actions as may be necessary and proper to enforce the requirements of the Broward County Land Use Plan.

~~2.7—The City shall not accept a building~~ Criteria and Procedures for Environmentally Sensitive Lands and Local Areas of Particular Concern

Broward County will conduct a review of all Natural Resources as defined in the text and depicted on the Natural Resource Map Series of the Broward County Land Use Plan. The review will determine whether such lands are environmentally sensitive and shall provide the basis for the regulation of those lands found to be environmentally sensitive as is required by Section 163.3202, Florida Statutes.

The Broward County Commission shall conduct a review of the following maps and, utilizing the criteria enumerated herein or utilizing additional alternative criteria reviewed and approved by the County Commission, make a determination as to whether the designation and regulation of additional Environmentally Sensitive Lands is appropriate.

- a. Existing and Planned Potable Water Wells and Zones of Influence



- b. Wetlands
- c. Flood Plains, Flood Prone Areas and Coastal Storm Area
- d. Mineral Resources
- e. Beaches and Shores, including, Rivers, Bays, Harbors, Canals, Major Lakes, Estuarine System and Dredge Spoil Disposal Sites
- f. Soils
- g. Local Areas of Particular Concern

Local Areas of Particular Concern (LAPCs) may be designated in six categories according to the types of resources present. Unless otherwise indicated, LAPCs must have one or more of the characteristics for the respective category.

1. Marine Resource Category

Coastal areas of unique, scarce, fragile, or vulnerable natural habitat, physical features and scenic importance, or; coastal areas of high natural productivity or essential habitat for fish, wildlife, and the various trophic levels in the food web critical to their well-being, or; coastal areas of substantial recreational value and/or potential, or; areas needed to protect, maintain, or replenish coastal flood plains, coral and other reefs, beaches, offshore sand deposits and mangrove stands.

2. Natural Landforms and Features Category

A geological, hydrological, or physiographical feature confined to a small area of Broward County and considered quite rare locally or regionally, or; a representative natural ecosystem and/or its units existing in a few isolated locations, but extirpated from most of the county.

3. Native Vegetative Communities Category

(a) A Local Area of Particular Concern (Native Vegetative Communities Category) is an area which shows a predominance of native vegetation associated with one or more of the following ecological communities: Beach and Dune Community; Coastal Strand Forest Community; Mangrove Community (Saltwater Swamp); Scrub Community; Pine Flatwoods Community; High Hammock Community; Low Hammock Community; Cypress Wetland Community (Freshwater Swamp); Everglades Community (Freshwater Marsh). In addition, a Local Area of Particular Concern (Native Vegetative Communities Category) must satisfy at least three of the following criteria:

- i. Uniqueness - The site contains a significant sample of rare or endangered species, or, the site is among a small number of sites in Broward County representing a particular ecological community.
- ii. Diversity - A significant sample of two or more ecological communities are contained within the site.

- iii. Low Level of Exotic Invasion - The degree and nature of exotic invasion on the site is such that it can be easily managed or mitigated.
 - iv. Potential for Protection -Ownership patterns, development status and other factors make the resources of a site likely to be successfully protected.
 - v. Geography - The site has proximity to other resources which would heighten its value as a LAPC (e.g., other ESLs, public parks, waterfront).
4. Wildlife Category
Existing wildlife refuges, reserves, and sanctuaries, or; known habitats of rare, threatened, or endangered species or species of special concern, major wildlife intensive use areas such as well-developed hammock communities, highly productive coastal tidelands, and mangroves, or; areas used for scientific study and research on wildlife.
 5. Economic Resource Category
Existing ports, marinas, piers, energy resources, and artificial reefs, or; areas noted for specific study and research concerning economic development.
 6. Cultural Resource Category
Sites designated on the National Register of Historic Places or on the Florida Master Site File, or; sites related to the general development of the local area, region, State, or; buildings which are significant examples of the architectural design of their period; sites associated with the life/lives of important person(s), or social, political, cultural, or economic movements or with historical events, or; archaeological sites which have yielded useful information on the area's past.

2.8 ~~The City shall not accept a~~ Legal Actions Involving the Broward County Land Use Plan

- a. In any legal action challenging the Broward County Land Use Plan or any legal action challenging any decision of any governmental agency made pursuant to provisions of the Broward County Land Use Plan, Broward County shall be served with a copy of the Complaint and shall defend the Planning Council. ~~be entitled to be heard.~~
 - (1) In any legal action challenging any certified land use plan or any legal action challenging any decision of any governmental agency made pursuant to provisions of any certified land use plan, Broward County shall be served with a copy of the Complaint and shall defend the Planning Council. ~~be entitled to be heard.~~
- b. In any legal action, challenging or affecting land development regulations, the unit of local government shall notice Broward County and provide copies of any



papers served in connection therewith.

2.9 Criteria for Designating Adaptation Action Areas of Regional Significance

As consistent with the Broward County Land Use Plan, Adaptation Action Areas may be designated by a local government in order to identify areas vulnerable to sea level rise, enhance the funding potential of infrastructure adaptation projects and implement policies for adaptation.

To be eligible for Adaptation Action Area of Regional Significance designation, the applicant must clearly detail how vulnerabilities identified in the proposed Adaptation Action Area will be exacerbated by climate change or sea level rise within a 50-year planning horizon. In addition, the proposed Adaptation Action Area must meet at least one (1) of the following criteria:

- a. Areas which experience tidal or coastal flooding;
- b. Areas which have a hydrologic connection to coastal waters;
- c. Locations which are within areas designated as evacuation zones for storm surge;
- d. Areas vulnerable to flash floods and severe storm water runoff or coastal erosion; or
- e. Areas vulnerable to other predicted impacts of climate change and sea level rise where management strategies, infrastructure investments and planning decisions can help to mitigate the magnitude or severity of future climate impacts.

Local governments may apply for county designation of an Adaptation Action Area of Regional Significance within the Broward County Land Use Plan if the identified problem(s) conform(s) with one or more of the criteria identified above, or additional demonstration of climate vulnerability is provided. In addition, proposed adaptation strategies for the designated area should demonstrate investments and benefits of regional significance. The Unified Sea Level Rise Projection for Southeast Florida and the Broward County Priority Planning Area Map may serve as reference materials in review of the request. Notice submitted to the Planning Council should include:

- a. The geographical area under consideration;
- b. Documentation of the issue(s) or vulnerability of the area;
- c. A description of strategies, policy and/or infrastructure improvements proposed; and
- d. Explanation of how these solutions will reduce risk and increase the area's resilience to climate impacts.

County staff will review and issue a joint recommendation pertaining to the

requested Adaptation Action Area of Regional Significance designation. No fee will be charged for review of the proposed Adaptation Action Area designations. The Broward County Commission or the Broward County Planning Council may also initiate an application for Adaptation Action Area designation. If the Broward County Commission or the Broward County Planning Council will be the applicant for an Adaptation Action Area (AAA) designation, the County or Planning Council staff, as applicable, shall notify, in writing, any municipality in which the proposed AAA is located. Such written notification shall be sent at least 35 days before the first County Commission or Planning Council meeting to consider the AAA designation, and will solicit comment from the municipality. Municipal comments received will be included as part of the AAA report reviewed by the County Commission and Planning Council. Applications may also be submitted for de-designation by the original applicant **or property owner**, the Broward County Planning Council or the Broward County Commission, based on adaptation investments, reduction of vulnerability, changes in community priorities, cost-benefit considerations, changes in land use, or other environmental, economic or social considerations which support de-designation.

Areas designated by the County as Adaptation Action Areas of Regional Significance will be added to the Broward County Priority Planning Areas for Sea Level Rise Map as part of the Broward County Land Use Plan.

Ref No. on SLR Map	AAA Name	Applicant	Qualifying Criteria Met	Strategies Proposed	Expected Benefits
1	Port Everglades Sand Bypass Project Area	Broward County	c) Storm Surge d) Coastal Erosion e) Sea Level Rise	-Sand bypass at Port Everglades -Beach renourishment -Shoreline management	-Protection of critical infrastructure - Protection of public and private property - Preservation of habitat for threatened and endangered species - Reduced shoaling in the



					navigatio n channel -Maintenance of recreational opportunities at John U. Lloyd Beach State Park -increased potential of federal permitting and funding support
--	--	--	--	--	--

SECTION 3. IMPLEMENTATION REQUIREMENTS AND PROCEDURES

The monitoring and evaluation of the progress of the Future Land Use Element of the Comprehensive Plan is coordinated by the City's Planning and Development Services Department, working through the City's existing Development Review Committee (DRC). The DRC is composed of the Department Heads (or their designees) of: Public Works and Environmental Services, Building Services Division, Fire, Police, and Planning and Development Services. This is an ongoing, day-to-day, process.

SECTION 4. CONCURRENCY MANAGEMENT

Implementation of the Future Land Use Plan of the City of Dania Beach is achieved through the Land Development Code, which addresses zoning, landscaping, tree preservation ordinance, development review regulations and procedures and through the cooperation and coordination with Broward County in plat approval and Development of Regional Impact (DRI) processes.

The City's Land Development Code specifies that the City shall approve no plat, site plan, or building permit until it has made a positive determination of consistency with the Future Land Use Plan and concurrency in the following:

- 1) local transportation network,
- 2) regional road network,
- 3) stormwater management,
- 4) potable water,
- 5) wastewater,
- 6) solid waste,
- 7) local parks and recreation facilities,
- 8) fire protection, and
- 9) police protection.

This Concurrency Management System establishes the administrative procedures necessary to ensure that the necessary infrastructure facilities are available concurrent with the impacts of development.

SECTION 5. COMMUNITY AND REGIONAL PARKS

POPULATION	DEMAND (3 ac/1,000)
Current (2020) Population: 33,888	101.66 acres
Buildout (2045) Population: 44,329	132.98 acres

City of Dania Beach Park Inventory

PARK NAME FACILITY TYPE ACREAGE	FACILITY TYPE	ACRES
CURRENT RECERTIFIED PARKS		
IT Parker Center (Houston Park)	Community	7.8
Tigertail Lake Center/Dog Park	Community	39.3
Secret Woods	Community	5.7 (57 ac)*
Pond Apple Slough	Community	4.6 (46 ac)*
Dania Beach (incl. Tootie & Whiskey Creek)	Community	26.5
West Lake Marsh	Community	10 (136 ac)*
Dania Elementary	Neighborhood	2.6
Olsen	Neighborhood	9.9
PJ Meli Park	Neighborhood	9.7
Collins	Neighborhood	4.9
CW Thomas	Neighborhood	9.7
Frost	Neighborhood	10.1
Dania Cove Park	Neighborhood	4.65
Northside/Malaleuca Park	Neighborhood	0.7
Mullikan	Neighborhood	1
Chester Byrd	Neighborhood	2.5
Subtotal		149.65



NEW EXISTING PARKS		
Griffin Marine	Neighborhood	2.6
Mildred Jones	Neighborhood	0.86
Star Centennial	Neighborhood	0.35
SW Community Center	Neighborhood	1.42
SE 5th Avenue Linear park	Neighborhood	5.53
PJ Meli Park (add. Acreage)	Neighborhood	2.6
Subtotal		13.36
FUTURE PARKS		
City Hall	Neighborhood	1.65
BSO Substation	Neighborhood	0.21
Boise Waiters	Neighborhood	5.43
Nyberg Swanson	Neighborhood	1.07
FDOT Annex (Beach)	Neighborhood	1.29
Mullikan ROW	Neighborhood	0.22
The Wave	Neighborhood	0.52
Subtotal		10.39
TOTAL		173.4

SECTION 6. PLATTING REQUIREMENTS

The City shall not grant an application for a building permit for the construction of a principal building on a parcel of land unless a plat including the parcel or parcels of land has been approved by the County Commission and recorded in the official records of Broward County subsequent to June 4, 1953. The exemptions from this requirement are specified in Article 4 of the Broward County Administrative Rules, as amended, ~~and administered through the Broward County Administrative Rules Document~~. The City acknowledges these rules as those in effect within the municipal boundaries.

SECTION 7. HISTORICALLY SIGNIFICANT PROPERTY

(From Housing Element Table 3-10)

DATA REQUIREMENTS	
Historically Significant Property	
Site/Location	Site File #
JOHN BOEHM RESIDENCE 251 South Federal Highway	8DB00118
HELEN AND MARTIN FROST HOUSE 400 South Federal Highway	8BD00120
DANIA BANK BUILDING Dania Beach Boulevard and Federal Highway	8BD00121
DANIA BEACH HOTEL 180 East Dania Beach Boulevard	8BD00141
LA NORMANDIE RESTAURANT 129 North Federal Highway	8BD00142
HOTEL POINCIANCA 141 Northwest First Avenue	8BD00143
J.W. BLACK RESIDENCE 146 Southwest First Avenue	8BD00144
DANIA COMMUNITY LIBRARY WOMEN'S CLUB 17 Northwest First Avenue	8BD00145
PARISH RESIDENCE 134 Southwest First Avenue	8BD00147
OCEAN WATERWAY RESIDENCE 1500 West Griffin Road	8BD00148
110 BRYAN ROAD	8BD00137
113 S. FEDERAL HIGHWAY	8BD00140
202 S. FEDERAL HIGHWAY	8BD00146
JOHN BRYAN RESIDENCE Bryan Road	8BD00146
PRIESTLY RESIDENCE North Federal Highway	8BD00080
MYBERG RESIDENCE 202 S. Federal Highway	BD00119



SECTION 8. POLICIES FROM OTHER ELEMENTS ADOPTED INTO THE FLUE BY REFERENCE

Policies from Housing Element

The City adopts by reference strategies for reducing the deficit of affordable housing established in Housing and Neighborhood Element as follows:

Objective 2.1.5, Policies 2.1.5.1 through 2.1.5.10 and Objective 2.1.10, Policies 2.1.10.1 through 2.1.10.4. These guide land use decisions and ensure development occurs with adequate infrastructure.

Objective 2.1.10, Policy 2.1.10.1 through 2.1.10.4

Maintain efforts to secure federal/state funding and monitor programs meeting affordable housing needs.

Objective 2.1.14, Policy 2.1.14.1 and 2.1.14.2

Promote coordination and use of Federal, State, and County housing programs.

Objective 2.2.2, Policy 2.2.2.1 through 2.2.2.3

Includes specific tools such as code enforcement and historic preservation to support affordability.



Future Land Use



Future Land Use



Future Land Use



Future Land Use



Future Land Use



March 27, 2025

Via Email Only

Eleanor Norena, Director
Community Development
City of Dania Beach
100 West Dania Beach Boulevard
Dania Beach, FL 33004

Dear Ms. Norena:

RE: Recertification of the City of Dania Beach Future Land Use Element (PCR 25-1)

On March 27, 2025, the Broward County Planning Council took the action listed below pertaining to the City of Dania Beach's request for recertification of its Future Land Use Element text.

The Planning Council "provisionally" recertified the City's Future Land Use Element, effective March 27, 2025, as follows:

- Text amendment for local Ordinance Number 2024-027.

Planning Council staff reviewed the text for consistency with the BrowardNext - Broward County Land Use Plan (BCLUP) and prepared a Provisional Recertification Report which identified portions of the City's plan in need of revision to fully comply with the BCLUP. In accordance with the Planning Council's rules, the City of Dania Beach agreed in writing to address the necessary updates to its Plan, identified in the Provisional Recertification Report within one (1) year of the Planning Council's provisional recertification. See Attachment.

Please note that Planning Council staff is available to assist the City of Dania Beach with any of the issues identified in the Provisional Recertification Report. If you have any questions in this regard, please contact Dawn Teetsel of Planning Council staff.

Respectfully,

A handwritten signature in blue ink, appearing to read "BBB".

Barbara Blake Boy
Executive Director

BBB:DBT
Attachment

Eleanor Norena

March 27, 2025

Page Two

cc/email: The Honorable Joyce Davis, Mayor
 City of Dania Beach

Ana M. Garcia, ICMA-CF, City Manager
City of Dania Beach

Osniel Leon, AICP, Planning Consultant
Chen Moore and Associates





January 21, 2025

Ms. Dawn Teetsel
Director of Planning
Broward County Planning Council
115 South Andrew Avenue, Room 307
Ft. Lauderdale, FL 33301

Re: Provisional Recertification Report: Comprehensive Plan EAR Based Amendments (No. 24-01ER)

Dear Ms. Teestel:

Please accept this letter in response to the Provisional Recertification Report (enclosed), which outlines the sections of the City of Dania Beach Comprehensive Plan that need to be updated to comply with the requirements set forth in Article 2.3.1 of the Administrative Rules Document: BrowardNext. The City of Dania Beach is committed to updating the Comprehensive Plan to address the items identified in the Provisional Recertification Report and will complete these updates within one (1) year of the Planning Council's provisional certification.

We look forward to working with you on the update and recertification process. Should you have any questions or require further information, please do not hesitate to contact Corinne Lajoie, AICP, Deputy Director at (954) 924-6805 x3704 or via email at clajoie@daniabeachfl.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read "Eleanor Norena".

Eleanor Norena, CFM
Community Development Director

Enclosure



December 16, 2024

Eleanor Norena, Director
Community Development
City of Dania Beach
100 West Dania Beach Boulevard
Dania Beach, FL 33004

Via Email Only

Dear Ms. Norena:

RE: Broward County Planning Council Review of City of Dania Beach Future Land Use Element Text

Attached please find a "Provisional Recertification Report" prepared by Planning Council staff after review of the City of Dania Beach's proposed revision of its Future Land Use Element (FLUE). The report identifies which components of the City's FLUE that do not adequately meet the specific requirements of the Policies, Permitted Uses and Implementation Requirements and Procedures sections in the BrowardNext - Broward County Land Use Plan (BCLUP). In order to bring the City of Dania Beach FLUE into substantial conformity with the BCLUP, these items will need to be addressed in the City's Plan.

Per Article 2.3.1 of the *Administrative Rules Document: BrowardNext*, the affected local government must agree, in writing, to update its plan per the attached "Provisional Recertification Report" within one (1) year of the Planning Council's provisional certification. Planning Council staff will schedule the provisional recertification of the City of Dania Beach FLUE text for public hearing upon receipt of a written agreement by the City stating the identified deficiencies will be addressed within one (1) year.

If you have any questions in this regard, please contact Dawn Teetsel, of Planning Council staff.

Respectfully,

A handwritten signature in blue ink, appearing to read "BBB", with a stylized flourish at the end.

Barbara Blake Boy
Executive Director

BBB:DBT

cc/email: The Honorable Joyce Davis, Mayor
City of Dania Beach

Ana M. Garcia, ICMA-CF, City Manager
City of Dania Beach

Osniel Leon, AICP, Planning Consultant
Chen Moore and Associates

**BROWARD COUNTY PLANNING COUNCIL STAFF
PROVISIONAL RECERTIFICATION REPORT**

**CITY OF DANIA BEACH
December 2024**

The following report identifies the deficiencies within the City of Dania Beach Future Land Use Element (FLUE) that will require remediation in order to bring the City's Plan into substantial conformity with the BrowardNext - Broward County Land Use Plan (BCLUP), including completing the State of Florida Chapter 163 process.

FUTURE LAND USE MAP

Required Action: Per previous commitment in June 2024 from the City of Dania Beach, the City is to provide its updated Future Land Use Map.

PERMITTED LAND USES AND DENSITIES

Required Action: Amend the City's permitted uses to align with the BCLUP, as specified in the December 2024 detailed comments provided by Planning Council staff to City staff.

IMPLEMENTATION REGULATIONS AND PROCEDURES

Required Action: Amend the City's FLUE to include Development Review Requirements consistent with the BCLUP.

POLICIES

Required Action: Amend the City's FLUE to address the following Policies of the BCLUP:

- **Policy 2.16.1** (Affordable Housing)
- **Policy 2.17.1** (Transportation Rights-of-Way/Trafficways Plan)
- **Policy 2.17.6** (Transportation Rights-of-Way/Trafficways Plan)
- **Policy 2.23.2** (Environmentally Sensitive Lands)
- **Policy 2.28.1** (Sea Turtle Lighting)

Order ID: 7899187

* Agency Commission not included

GROSS PRICE * : \$265.20

PACKAGE NAME: SSC_Notice of Public Meeting

Product(s): Sun Sentinel, Affidavit, Floridapublicnotices.com, Classified.ss.com_Legal

AdSize(s): 2 Column

Run Date(s): Tuesday, November 25, 2025

Zone: Full Run

Color Spec. B/W

Preview

Order ID: 7899187

* Agency Commission not included

GROSS PRICE * : \$265.20

PACKAGE NAME: SSC_Notice of Public Meeting

**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, December 09, 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: LU-039-25: Consideration to transmit to the Florida Department of Commerce (State Planning Agency) the proposed Future Land Use Element (FLUE) Text and Map amendments to the City's Comprehensive Plan for consistency with the Broward County Land Use Plan (BCLUP). (First Reading)

The following is the proposed Ordinance of the matter:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING THE CITY'S COMPREHENSIVE PLAN FUTURE LAND USE ELEMENT TO ENSURE COMPLIANCE WITH BROWARD COUNTY'S COMPREHENSIVE PLAN; SPECIFICALLY, THE BROWARD COUNTY LAND USE PLAN KNOWN AS BROWARD NEXT; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; 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: Comprehensive Plan Amendment

Application Site: City Wide

Request: Consideration to transmit to the Florida Department of Commerce (State Planning Agency) the proposed Future Land Use Element (FLUE) Text and Map amendments to the City's Comprehensive Plan for consistency with the Broward County Land Use Plan (BCLUP).

Hearing Date & Time: December 09, 2025 at 7:00 PM

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

Contact Information: Corinne Lajoie, MURP, AICP, Deputy Director, 954-924-6805 Ext. 3704
11/25/2025 7899187



City of Dania Beach Community Development Memorandum

DATE: 12/9/2025

TO: Mayor and Commissioners

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

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

SUBJECT: TX-036-25: The applicant, the City of Dania Beach, is requesting a text amendment to the City's Code of Ordinances, Land Development Code (LDC) (First Reading).

Request:

To eliminating the provision in Article 295, entitled "Voluntary Mobility Program".

Background:

On September 14, 2010, the City Commission approved the City's new Land Development Code (LDC) referred to as OneCode. As staff continue to use the new regulations, scriveners' 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.

This proposed text amendment is to delete the entire section relating to Voluntary Mobility Program. The Community Development Departments is proposing to delete the entire Article entitled Voluntary Mobility Program for several reasons. The first being that this provision has never been used since its adoption in 2011.

Additionally, the regulations provide broad authorization to the Community Development Director to waive the requirements of a development to provide a traffic study if mobility improvements were offered by the developer.

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

Budgetary Impact

None.

Recommendation

Planning and Zoning Board Recommendation:

The Planning and Zoning Board met on November 19, 2025, and unanimously recommended the City Commission approve the ordinance.

Department Recommendation:

The Community Development Department recommends the City Commission approve the ordinance on first reading.

ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 28, ENTITLED “LAND DEVELOPMENT CODE” (LDC) AMENDING ARTICLE 295 ENTITLED “VOLUNTARY MOBILITY PROGRAM” TO ELIMINATE SAME; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, periodically the Community Development Department reviews the Land Development Code (LDC) in order to clarify provisions, remove obsolete language and to generally make the LDC easier to review and use; and

WHEREAS, the City is eliminating Article 295, entitled “Voluntary Mobility Program” to eliminate the provision.

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

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

Section 2. That Chapter 28 entitled the “Land Development Code” at Article 295, is repealed:

* * *

PART 2 – SITE DEVELOPMENT REGULATIONS

* * *

ARTICLE 295. RESERVED. VOLUNTARY MOBILITY PROGRAM
Reserved Secs. 295-10 through 295-60.

Sec. 295-10. Generally.

~~(A) *Intent.* Maintaining and improving travel in and through the city is an important responsibility and consistent with the city's on-going effort to improve liveability and support transportation options. Broadening the previous focus on motorized vehicular travel to include transit, bicycle and pedestrian movement is a key objective in accomplishing this goal, since increasing the number of transportation options reduces demand for any one option. This approach is viewed as an aid in managing increasing vehicular traffic demand, but will also support broader diversity within the city and offer healthy lifestyle choices by providing~~

~~infrastructure that supports active transportation modes. This section institutes a policy to encourage development projects to utilize, incorporate and extend mobility options to its users and the general public through implementation of various voluntary design features and techniques that facilitate or enhance multimodal transportation options. The voluntary mobility program is a multimodal transportation program that is consistent with and implements Broward County's and the State of Florida's multimodal efforts, and the Transportation Element of the city's Comprehensive Plan.~~

- ~~(B) *Opportunity.* Development applicants that would otherwise be required, under this Code, to complete a traffic impact study or other traffic analyses as a part of their development application are offered the opportunity to, instead, choose to identify, in conjunction with city staff, right-sized mobility improvements from a non-static list of pre-approved mobility improvements that enhance the mobility of the city and are physically and financially feasible. A development applicant may also propose original mobility improvements which are consistent with citywide mobility goals and approved by the director. Upon meeting with the applicant and review of the applicant's proposed mobility improvements, the director, with input from the city's transportation consultant, shall determine whether the proposed improvements will substantially address the transportation impacts of the proposed development.~~
- ~~(C) *Definitions.* The following terms, as used in this article, shall have the meanings given below:~~
- ~~(1) *"Programmatic mobility improvements"* consist of programs and strategies that support mobility. They may be citywide or may primarily impact a subcomponent of the city's physical area or population. Programmatic mobility improvements may operate both within and outside of city boundaries.~~
 - ~~(2) *"Capital mobility improvements" or non-programmatic mobility improvements* may take the form of physical mobility improvements or may consist of the maintenance of physical mobility improvements, or may be in the form of operational mobility~~

~~Sec. 295-20. Location of mobility improvements.~~

~~Mobility improvements may be located off-site or on-site. Off-site mobility improvements may be located within the right-of-way of the local roadway network or within the right-of-way of roadways designated in the Broward County Traffieways Plan, with required county and state approval if applicable. Off-site mobility improvements may also be located on adjacent or nearby private property, with the approval of the property owner(s). Mobility improvements may be programmatic or capital, as defined herein.~~

~~Sec. 295-30. Support for established mobility improvements.~~

~~Where the city has established a need for a capital or programmatic mobility improvement, development projects may contribute funding toward such improvements.~~

~~The director may also accept contributions to mobility improvements which are determined to be consistent with citywide mobility goals and the adopted Mobility Program Guidelines.~~

Sec. 295-40. Mobility program guidelines.

~~A detailed description of the voluntary mobility program and the streamlined development approval process associated with this option is provided in Mobility Program Guidelines, a handbook published and maintained by the department of community development.~~

Sec. 295-50. Enforcement.

- (A) ~~Off site improvements.~~ To ensure implementation of agreed-upon off site capital or programmatic mobility improvements at the time of application for the first principal building permit for a development participating in the voluntary mobility program, the applicant shall post a performance bond, letter of credit or other form of surety approved by the city attorney in the amount of one hundred twenty five (125) percent of the estimated cost to construct or implement city approved mobility improvements in compliance with the agreed-upon terms of the improvement or enhancement, regulations of the city, and any other permitting agencies. However, in the event that the director determines that all of the agreed-upon off-site mobility improvements have been completed prior to the time of application for the first principal building permit for a development participating in the program, this surety requirement may be waived. If, at the deadline established in the agreed-upon terms of the improvements, all agreed-upon improvements have not been fully implemented, the issuer of the performance bond shall forfeit an amount equal to one hundred twenty five (125) percent of the remaining cost to complete implementation.
- (B) ~~On site improvements.~~ The director shall ensure implementation of agreed-upon mobility improvements which are located on the development project site by requiring that such improvements be completed prior to the issuance of a certificate of occupancy for any principal building.

Sec. 295-60. Acceptance of mobility improvements, and release of performance bond.

A mobility improvement shall not be deemed to be accepted by the city until all agreed-upon improvements, maintenance or enhancement work is determined by the director to be complete. Acceptance of a capital mobility improvement shall occur three hundred sixty five (365) days after the date that the improvement passes all final city inspections. In the case of a programmatic mobility improvement or a mobility improvement involving ongoing obligations for maintenance or future performance tasks, the date of city acceptance for such improvement shall be as provided in the agreed-upon terms of the improvement. Upon the date of city acceptance, the director shall provide for the release of the performance bond or other surety.

* * *

Section 3. If any section, clause, sentence, or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

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

Section 5. 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 be codified in the City’s code of ordinances, at the Land Development Code section, chapter 28 by Municode Corporation.

Section 7. 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 _____

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, Florida
Department of Community Development
Planning and Zoning Division
(954) 924-6805 X3643
(954) 922-2687 Fax

Standard Development Application

- ☐ Administrative Variance
- ☐ Land Use Amendment
- ☐ Plat
- ☐ Rezoning
- ☐ Site Plan
- ☐ Special Exception
- ☐ Variance
- ☐ Other: _____

Date Rec'd: 10/06/25

Petition No.: TX-036-25

(SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)

THIS APPLICATION WILL NOT BE ACCEPTED UNTIL IT IS COMPLETE AND SUBMITTED WITH ALL NECESSARY DOCUMENTS. Refer to the application type at the top of this form and "Required Documentation" checklist to determine the supplemental documents required with each application. For after the fact applications, the responsible contractor of record shall be present at the board hearing. Failure to attend may impact the disposition of the application. The applicant or their authorized legal agent must be present at all meetings. All projects must also obtain a building permit from the City Building Division.

The City's DRC process requires a hard copy of the application and application fee payment to be submitted to City Planning staff BEFORE electronic submittal will be accepted for processing. Applications will only be accepted on the submittal date identified on the annual DRC Meeting Deadline schedule. The application must identify the number of proposed residential dwelling units and/or the square footage of commercial/industrial use, as applicable. Once the application and fee are received a file number will be issued which must be used to identify the project when submitting electronically. Once the file number is issued, the applicant has 24 hours to load the plans electronically. Failure to submit within 24 hours will require the application to begin again the following month.

Location Address: 100 W DANIA BEACH BLVD

Lot(s): _____ Block: _____ Subdivision: _____

Recorded Plat Name: _____

Folio Number(s): _____ Legal Description: _____

Applicant/Consultant/Legal Representative (**circle one**) CITY OF DANIA BEACH - COMM. DEV.

Address of Applicant: 100 W DANIA BEACH BLVD

Business Telephone: _____ Home: _____ Fax: _____

E-mail address: _____

Name of Property Owner: CITY OF DANIA BEACH

Address of Property Owner: 100 W DANIA BEACH BLVD

Principal Member(s)/Responsible Party: _____

Business Telephone: _____ Home: _____ Fax: _____

Explanation of Request: Text Amend to Chapter 28 of the LDC amending article 295 titled Voluntary Mobility Program
Please provide proposed **Plat Name** & **Criteria Statement** as required by the City's **Land Development Code**.

Prop. Net Acreage: _____ Gross Acreage: _____ Prop. Square Footage: _____

Existing Use: _____ Proposed Use: _____

Is property owned individually, by a corporation, association, or a joint venture? _____

AUTHORIZED REPRESENTATIVE

I/we are fully aware of the request being made to the City of Dania Beach. If I/We are unable to be present, I/we hereby authorize _____ (individual/firm) to represent me/us in all matters related to this application. I/we hereby acknowledge that the applicable fee was established to offset administrative costs and is not refundable.

I/we are fully aware that all approvals automatically expire within 12 months of City of Dania Beach Planning and Zoning Board or City Commission approval, or pursuant to the expiration timeframe listed in Part 6 of the Dania Beach Land Development Code.

STATE OF FLORIDA
COUNTY OF BROWARD
The foregoing instrument
Was acknowledged

By: [Signature]
(Owner / Agent signature*)

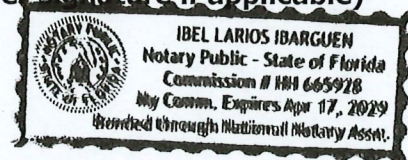
BEFORE ME THIS 7th DAY OF October, 2025

By:

Eleanor Norona
(Print name of person acknowledging)

(Joint owner signature if applicable)

Notary [Signature]
(Signature of Notary Public – State of Florida)



Personally known X or Produced Identification _____

Type of identification produced: _____ or Drivers License _____

***If joint ownership, both parties must sign. If partnership, corporation or association, an authorized officer must sign on behalf of the group. A notarized letter of authorization from the owner of record must accompany the application if an authorized agent signs for the owner(s).**

NO APPLICATION WILL BE AUTOMATICALLY SCHEDULED FOR A MEETING.

***ALL APPLICATIONS MUST BE DETERMINED COMPLETE BY STAFF
BEFORE PROCESSING OCCURS.***

Order ID: 7899194

* Agency Commission not included

GROSS PRICE * : \$241.70

PACKAGE NAME: SSC_Notice of Public Meeting

Product(s): Sun Sentinel, Affidavit, Floridapublicnotices.com, Classified.ss.com_Legal

AdSize(s): 2 Column

Run Date(s): Tuesday, November 25, 2025

Zone: Full Run

Color Spec. B/W

Preview

Order ID: 7899194

* Agency Commission not included

GROSS PRICE * : \$241.70

PACKAGE NAME: SSC_Notice of Public Meeting

**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, December 09, 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-036-25: The applicant, the City of Dania Beach, is requesting a text amendment to the City's Code of Ordinances, Land Development Code (LDC). (First 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" (LDC) AMENDING ARTICLE 295 ENTITLED "VOLUNTARY MOBILITY PROGRAM" TO ELIMINATE SAME; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; 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 Amendment

Application Site: City Wide

Request: To request approval of eliminating Article 295, entitled "Voluntary Mobility Program" to eliminate the provision.

Hearing Date & Time: December 09, 2025 at 7:00 PM

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

Contact Information: Corinne Lajoie, MURP, AICP, Deputy Director, 954-924-6805 Ext. 3704
11/25/2025 7899194



City of Dania Beach Community Development Memorandum

DATE: 12/9/2025

TO: Mayor and Commissioners

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

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

SUBJECT: TX-042-25: The applicant, the City of Dania Beach, is requesting several text amendments to the City's code of Ordinances, Land Development Code (LDC) (First Reading)

Request:

1. To amend Section 100-50, entitled "Certificate of Use" adding processing details to the Land Development Code.
2. To amend Section 100-60 entitled, "Establishment of zoning districts" provide clarification on the existing zoning districts.
3. To amend Section 110-20, entitled "List of permitted, special exception and prohibited uses" adding an existing zoning district to the permitted uses table.
4. To amend Section 100-200(C), entitled "Outdoor restaurant seating" to include the Planned Residential Development zoning district in the existing regulations.
5. To amend Section 265-110(H)(1), entitled "Design and construction standards for parking lots" to eliminate the dimension requirements for wheel stops.
6. To amend Section 303-70(M) entitled "GTWY-MU, Beach Gateway Mixed-Use District" to specify building frontage standards.

Background:

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

1. Certificate of Use.

This amendment will clarify the Certificate of Use terms as well as provide clear and concise guidelines for the application process. An additional section was added to provide the applicant

with clear steps to request a new or replace the original document. These regulations formalize the department review and processing procedure.

2. Establishment of zoning districts.

This amendment will provide clarification on the classification for existing zoning districts, by properly locating the Planned Residential Development District within the mixed-use section.

3. List of permitted, special exception and prohibited uses.

This amendment will incorporate the PRD-1 zoning district into the 110-20 list of permitted, special exception, and prohibited uses table as well as identify permitted uses within the district.

4. Outdoor restaurant seating.

This amendment will incorporate the PRD-1 in the 100' distance from the residential neighborhood requirement.

5. Design and construction standards for parking lots.

This amendment eliminates the dimension requirements for wheel stops. The dimensional requirement has been difficult to enforce.

6. GTWY-MU, Beach Gateway Mixed-Use District.

This amendment will provide clear and concise frontage standards for applicants who wish to develop in the "GTWY-MU Gateway Mixed Use District". These standards are consistent with the other form-based zoning districts located on East Dania Beach Boulevard.

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

Budgetary Impact

None.

Recommendation

Planning and Zoning Board Recommendation:

The Planning and Zoning Board met on November 19, 2025, and unanimously recommended the City Commission approve the ordinance.

Department Recommendation:

The Community Development staff recommends the City Commission approve the ordinance at first reading.

ORDINANCE 2025-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 28, ENTITLED “LAND DEVELOPMENT CODE” (LDC) TO PROVIDE CLEAN UP AND CLARIFICATION OF LANGUAGE IN VARIOUS SECTIONS OF THE LDC AS FOLLOWS: PART I, ENTITLED “USE REGULATIONS”, AT ARTICLE 100, ENTITLED “GENERAL USE REGULATIONS APPLYING TO ALL ZONING DISTRICTS”; AT SECTION 100-50 ENTITLED “CERTIFICATES OF USE” TO UPDATE THE CERTIFICATE OF USE REQUIREMENTS; AMENDING SECTION 100-60, ENTITLED “ESTABLISHMENT OF ZONING DISTRICTS” TO UPDATE THE INTENT AND PURPOSE OF THE RESIDENTIAL-OFFICE (RO) DISTRICT AND TO MOVE THE PRD-1 DISTRICT TO THE MIXED USE CATEGORY; AMENDING ARTICLE 110, ENTITLED “USE REGULATIONS FOR COMMERCIAL AND MIXED USE DISTRICTS” AT SECTION 110-20, ENTITLED “LIST OF PERMITTED, SPECIAL EXCEPTION AND PROHIBITED USES” TO ADD AN EXISTING ZONING DISTRICT TO THE PERMITTED USE TABLE; UPDATING SECTION 110-200, ENTITLED “OUTDOOR RESTAURANT SEATING,” TO TO INCLUDE THE PLANNED RESIDENTIAL DEVELOPMENT ZONING DISTRICT IN THE REGULATIONS; AMENDING PART 2, ENTITLED SITE DEVELOPMENT REGULATIONS, AT ARTICLE 265, ENTITLED “OFF-STREET PARKING REQUIREMENTS”, AT SECTION 265-110, ENTITLED “DESIGN AND CONSTRUCTION STANDARDS FOR PARKING LOTS TO ELIMINATE THE DIMENSIONAL REQUIREMENTS FOR WHEEL STOPS; AMENDING PART 3, ENTITLED “SPECIAL ZONING DISTRICTS”, SUBPART 1, ENTITLED “COMMUNITY REDEVELOPMENT AREA (CRA) FORM -BASED ZONING DISTRICTS, AT ARTICLE 303, ENTITLED DISTRICT DEVELOPMENT STANDARDS, AT SECTION 303-70 ENTITLED “GTWY-MU, BEACH GATEWAY MIXED-USE DISTRICT” TO AMEND TO SPECIFY BUILDING FRONTAGE STANDARDS; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, periodically the Community Development Department reviews the Land Development Code (LDC) in order to clarify provisions, remove obsolete language and to generally make the LDC easier to review and use; and

WHEREAS, the City seeks to amend Section 100-50, entitled “Certificates of Use” to add processing details; and

WHEREAS, the City is amending Section 100-60, entitled “Establishment of zoning districts” to correctly classify the existing zoning districts; and

WHEREAS, the City is amending Section 110-20, entitled “Lost of permitted, special exception and prohibited uses” to add an existing zoning district to the permitted use table; and

WHEREAS, the City is amending Section 110-200(C), entitled “Outdoor restaurant seating”, to include the Planned Residential Development zoning district in the regulations; and

WHEREAS, the City is amending Section 265-110(H)(1), entitled “Design and construction standards for parking lots” to eliminate the dimensional requirements for wheel stops; and

WHEREAS, the City is amending Section 303-70(M), entitled “GTWY-MU, Beach Gateway Mixed-Use District” to specify building frontage standards; and

WHEREAS, the City desires to update its certificate of use procedures.

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

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

Section 2. That Chapter 28 entitled the “Land Development Code” : Part I, entitled “Use Regulations”, at Article 100, entitled “General Use Regulations Applying To All Zoning Districts”; at Section 100-50 entitled “Certificates Of Use” is amended as follows:

CHAPTER 28 LAND DEVELOPMENT CODE

PART I. USE REGULATIONS

ARTICLE 100. GENERAL USE REGULATIONS APPLYING TO ALL ZONING DISTRICTS

* * *

Sec. 100-50. Certificates of use.

(A) Intent. This article is intended to (1) ensure that businesses, professions and occupations proposed to be conducted within the City comply with the City’s Code of Ordinances, including the Land Development Code, the Florida Building Code, the Florida Fire Prevention Code, and Broward County Local Amendments to the Florida Fire Prevention Code; and (2) protect the city’s residents from the harmful effects of illegal business operations by establishing a certificate of use requirement, which shall provide a review procedure to ensure that new business occupancies and uses, and changes of existing business occupancies and uses, comply with the City’s Land Development Code, Code of Ordinances, building code and life safety requirements, and other applicable codes and regulations.

(B) Certificate of Use required. Before any use of land, building, or structure is established, or any established use of land, building, or structure is changed to a different use than that identified in the previously issued certificate of use which applies to the property, the person seeking to establish the use must obtain a certificate of use from the community development department. ~~Community development department personnel shall develop an administrative procedure and related forms for issuance of certificates of use, and are authorized to conduct inspections of the subject land, building, or structure prior to approval of a certificate of use in order to confirm compliance with this code.~~ Failure to secure a certificate of use before establishing a use of land, building, or structure, or before changing the usage of the property from the use recognized in a duly-issued certificate of use to another use, shall be a violation of this code and punishable as such.

(C) Term of Certificate of Use

- a. A certificate of use shall be valid for no more than six (6) months.
- b. If a business that has been issued a certificate of use is moved from one location to another properly zoned location in this city, or if the business is transferred to a new owner, a new certificate of use shall be required.
- c. No new certificate of use shall be issued until required parking for the new location has been confirmed and the business is found to comply with the provisions herein.
- d. If any person operates any business at more than one location, each location shall be considered a separate business; and a separate certificate of use, therefore, is required.

(D) Application for Certificate of Use

- a. It shall be the duty of any person conducting business to file an application with the city for a certificate of use and obtain an approved certificate of use prior to operation of the business.
- b. An application shall be filed on a standard application form supplied by the Community Development Department and shall be submitted in a manner determined by the city, all applicable fees paid before processing.
- c. The Community Development Department or designee will verify compliance with all applicable laws and regulations.
- d. Ground for denial: The director of the Community Development Department or designee, as appropriate, shall have the authority to deny an application for a certificate of use on the following grounds:
 1. The applicant has failed to disclose or has misrepresented any material fact or any information required by this article in the application.
 2. The applicant desiring to engage in the business, profession, or occupation, as described in the application, has selected a proposed site or type of business activity that does not comply with the City's Land Development Code.

(E) Lost or Stolen Certificate of Use

A duplicate certificate of use shall be issued by the Community Development Department or designee, as appropriate, to replace any valid and duly issued certificate that has been lost, stolen, defaced, or destroyed without any willful conduct on behalf of the certificate holder. A duplication fee shall be charged for each duplicate certificate.

Section 3. That Chapter 28 entitled the “Land Development Code”, Article 100 “General Use Regulations Applying to all Zoning Districts” at Section 100-60, entitled “Establishment Of Zoning Districts:” is amended as follows:

* * *

PART I. USE REGULATIONS

ARTICLE 100. GENERAL USE REGULATIONS APPLYING TO ALL ZONING DISTRICTS

* * *

Sec. 100-60. Establishment of zoning districts.

The restrictions and controls intended to regulate development in each district are uniform for each class or kind of categorical delineation or distinction. For the purposes of protecting, promoting and improving the public health, safety and the general welfare of the citizens and residents, the city is divided into the following districts:

District map designation	Full district title	Intent and purpose of district
(A) Residential zoning districts		
E-1	Single-Family Estate Residential District	Provides for use and occupancy of properties within areas of the city annexed from Broward County in 1990 and 2001, and previously zoned Broward County E-1, A-1 or A-3. Implements the Estate Residential category of the comprehensive plan.
RS-18000	Single-Family 18000 Residential District	Provides for use and occupancy of one-family dwelling units at low densities and related essential services and facilities. Implements the Low (3) Residential category of the comprehensive plan.
RS-12000	Single-Family 12000 Residential District	Provides for use and occupancy of one-family dwelling units at low densities and related essential services and facilities. Implements the Low (5) Residential category of the comprehensive plan.
RS-8000	Single-Family 8000 Residential District	Provides for use and occupancy of one-family dwelling units at low densities and related essential services and facilities. Implements the Low (5) Residential category of the comprehensive plan.

RS-6000	Single-Family 6000 Residential District	Provides for use and occupancy of one-family dwelling units at low densities and related essential services and facilities. Implements the Low (5) Residential and Low-Medium (10) Residential categories of the comprehensive plan.
R-D 8000	Two-Family Residential District	Provides for use and occupancy of one- and two-family units at low moderate densities and related essential services and facilities. Implements the Low-Medium (10) Residential category of the comprehensive plan.
NBHD-RES	Neighborhood Residential District	Maintains and enhances the overall single-family character of existing neighborhoods within the CRA by providing additional expansion opportunities for existing homes and establishing design standards for two family dwellings. Provision is made for higher densities within isolated areas previously zoned for multiple-family use. Implements the residential future land use plan map categories within the CRA.
RM	Multiple-Family (10 du/ac) Residential District	Provides for use and occupancy of multifamily dwellings at moderate densities and related essential services and facilities. Implements the Low-Medium (10) Residential category of the comprehensive plan.
RM-1	Multiple-Family (16 du/ac) Residential District	Provides for use and occupancy of multifamily dwellings at moderate densities and related essential services and facilities. Implements the Medium (16) Residential category of the comprehensive plan.
RM-2	Multiple-Family (25 du/ac) Residential District	Provides for use and occupancy of multifamily dwellings at moderate densities and related essential services and facilities. Implements the Medium (16) and High (25) residential categories of the comprehensive plan.
PRD-1	Planned Residential Development District	Provides flexibility in the design and development of infill residential lots with odd shapes or small sizes, in a manner that is compatible with existing residential development and the comprehensive plan. Implements the Residential categories of the comprehensive plan. Developments previously zoned PUD-A or PUD-B have been rezoned to PRD-1.
RMH	Residential Mobile Home District	Provides a suitable living environment in mobile home developments of varying density within areas annexed from Broward County in 1990 and 2001, while insuring the compatibility of mobile home parks with adjoining developments. RMH shall be applied only to mobile home parks and subdivisions that existed as of September 14, 2010. Implements the Residential category of the comprehensive plan. Land areas that were previously zoned T-1, T-1C or R-1T have been rezoned to RMH.

(B) Mixed-use zoning districts

PRD-1	<u>Planned Residential Development District</u>	<u>Provides flexibility in the design and development of infill residential lots with odd shapes or small sizes, in a manner that is compatible with existing residential development and the comprehensive plan, allowing for a mix of uses. Implements the Residential categories of the comprehensive plan. Developments previously zoned PUD-A or PUD-B have been rezoned to PRD-1.</u>
RO	Residential Office District	Provides for small-scale professional offices on lots fronting major arterial roadways <u>or located in a transitional area between two zoning districts. A while still permitting a principal dwelling unit in the same building may be permitted. Development in this district shall, and</u> maintaining the residential character of the adjacent neighborhood. These are often single-family homes that are no longer viable due to road widenings <u>and , related noise, or mix of uses.</u> Implements the Commercial <u>and , Residential, or Regional Activity Center</u> categories of the comprehensive plan. Use of the commercial or residential flexibility rules of the Broward County Land Use Plan Administrative Rules Document may be required.

Section 4. That Chapter 28 entitled the “Land Development Code”, Article 110 entitled “Use regulations for Commercial and Open Space Zoning Districts” at Section 110-20, entitled “Establishment Of Zoning Districts:” is amended as follows:

PART 1. USE REGULATIONS

* * *

ARTICLE 110. USE REGULATIONS FOR COMMERCIAL AND OPEN SPACE ZONING DISTRICTS

* * *

Sec. 110-20. List of permitted, special exception and prohibited uses.

Included in the table below are permitted, special exception and prohibited uses within commercial districts, the Residential Office (RO) District, the Marine District, and generalized permitted and special exception uses within the mixed-use CRA form-based districts. Permitted and special exception uses shown in this table for the CRA form-based districts are not allowed in all areas of a district; therefore, the more detailed regulations of article 302 must be consulted to determine whether a particular use is permitted in any given location. Article 302 shall take precedence over this table. Unless otherwise provided, this table shall not apply to uses in the Planned Mixed Use Development District (PMUD) or Planned Small Lot Mixed-Use Development District (PMUD-SL). All permitted, conditional, special exception, restricted or

prohibited uses within the PMUD or PMUD-SL shall be identified and established pursuant to the approved PMUD or PMUD-SL Development Design Guidelines (DDG) consistent with the Dania Beach Regional Activity Center (RAC) and articles 340 and 350 of this chapter.

	INDUS TRIAL		MIXED-USE DISTRICTS						COMMERCIAL ZONING DISTRICTS			
				CRA FORM-BASED DISTRICTS								
<u>Legend</u> P - Permitted P(#) - Permitted subject to numbered footnote A - Permitted accessory use only SE - Permitted special exception use only NP - Not permitted	Marine	<u>PRD-1</u>	RO (see sec 110-180)	CC	EDBB-MU	SFED-MU	GTWY-MU	NBHD-MU	C-1	C-2	C-3	C-4
USES												
Accessory uses to permitted and special exception uses	A	<u>A</u>	NP	A	A	A	A	A	A	A	A	A
Arcade or amusement center [subject to sections 110-60, 110-190]	NP	<u>NP</u>	NP	SE	SE	SE	SE	SE	NP	NP	NP	NP
Art galleries, museums, and libraries	SE	<u>NP</u>	NP	P	P	P	P	P	NP	P	P	P
Assembly and light fabrication of goods and materials	SE	<u>NP</u>	NP	SE	NP	NP	NP	SE	NP	NP	NP	SE
Assembly, repair, and fabrication of premanufactured art objects, apparel, jewelry, and home furnishings, accessory to retail use [subject to section 110-150]	NP	<u>NP</u>	NP	A	A	A	NP	A	NP	A	A	A
Athletic clubs/studio	NP	<u>P</u>	NP	P	P	P	P	P	NP	P	P	P
Auditoriums, theaters and convention halls, movie theaters	NP	<u>NP</u>	NP	SE	SE	SE	SE	NP	NP	SE	SE	SE

Automobile rental establishments, other [subject to section 110-80]	NP	<u>NP</u>	NP	NP	NP	NP	NP	NP	NP	NP	NP	SE
Automobile rental establishments, with parking or storage for ten (10) or fewer vehicles subject to section 110-190]	NP	<u>NP</u>	NP	NP	NP	NP	NP	NP	NP	NP	SE	SE
Automobile repair, minor [subject to section 110-90]	NP	<u>NP</u>	NP	NP	NP	NP	NP	NP	NP	NP	SE	SE
Automobile, truck, motorcycle, boat, trailer, recreation vehicle sales, display, accessory repair and service	NP	<u>NP</u>	NP	SE	SE	SE	NP	NP	NP	NP	NP	P
Auto parts, retail or wholesale	NP	<u>NP</u>	NP	NP	P	P	P	P	NP	P	P	P
Bail Bond [subject to section 110-310]	NP	<u>NP</u>	NP	P	P	NP	NP	NP	NP	NP	NP	NP
Banks and financial institutions (excluding drive thru in PRD-1)	NP	<u>P</u>	NP	P	P	P	P	NP	P	P	P	P
Bakeries, delicatessens	NP	<u>P</u>	NP	P	P	P	P	P	NP	P	P	P
Bingo hall	NP	<u>NP</u>	NP	SE	SE	SE	SE	SE	NP	NP	NP	NP
Boat painting	SE	<u>NP</u>	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP
Boats, Indoor storage of new or used only on property abutting a navigable waterway	NP	<u>NP</u>	NP	NP	NP	NP	NP	NP	NP	NP	SE	SE
Boats, Outdoor storage of new or used	NP	<u>NP</u>	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP
Boats marine parts store	P	<u>NP</u>	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP
Boat sanitary waste pump-out facilities	SE	<u>NP</u>	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP
Bus depot for storage and maintenance of buses and related office facilities [subject to section 110-290]	NP	<u>NP</u>	NP	NP	NP	NP	NP	NP	NP	NP	NP	P
Cabinet or furniture shop [subject to section 110-250]	P	<u>NP</u>	NP	NP	NP	NP	NP	P	NP	NP	NP	NP

Catering establishments [*subject to section 302-20(22)]	NP	<u>NP</u>	NP	NP	NP	NP	NP	P*	NP	NP	P	P
Charitable, civic, fraternal and professional organizations, excluding social service providers and agencies	NP	<u>NP</u>	NP	SE	SE	SE	SE	SE	NP	SE	SE	SE
Charity or thrift shop	NP	<u>NP</u>	NP	NP	NP	NP	NP	NP	NP	NP	P	P
Check cashing stores [subject to section 110-190]	NP	<u>NP</u>	NP	NP	NP	NP	NP	NP	NP	NP	SE	SE
City of Dania Beach municipal use	P	<u>NP</u>	NP	P	P	P	P	P	P	P	P	P
Community garden/urban farm [subject to section 105-230]	NP	<u>NP</u>	NP	P	P	P	P	P	NP	NP	NP	NP
Contractor shop [subject to section 110-270]	NP	<u>NP</u>	NP	NP	NP	NP	NP	P	P	P	P	P
Contractor shop, repair or service shops (air conditioning, carpenter, plumbing, electrical, glass, marine, cloth or canvas)	P	<u>NP</u>	NP	NP	NP	NP	NP	NP	NP	NP	NP	SE
Copy shop, printing shop	NP	<u>P</u>	NP	P	P	P	P	P	NP	P	P	P
Day care centers	NP	<u>P</u>	NP	P	P	P	P	P	NP	P	P	P
Dock and docking of boats and ships (excluding dry docks), including the operations of charter boats	P	<u>NP</u>	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP
Drive-through service, other [subject to sections 110-190, 110-220]	NP	<u>NP</u>	NP	NP	P	P	P	NP	P	P	SE	SE
Dry cleaning establishments, excluding self service laundries, for direct service to customers	NP	<u>P</u>	NP	P	P	P	P	P	NP	P	P	P
Dry lot storage and dry stack storage of boats	SE	<u>NP</u>	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP
Exhibit/Event space	NP	<u>NP</u>	NP	SE	NP	SE	NP	NP	NP	NP	NP	NP
Farmer's market [subject to section 105-240]	NP	<u>NP</u>	NP	P	NP	NP	NP	NP	NP	NP	NP	NP

Fast food restaurant in an existing building [subject to section 110-190]	NP	<u>NP</u>	NP	P	P	P	P	NP	P	P	P	P
Fast food restaurant in a new multi-tenant, or attached building (not free standing) [subject to section 110-190]	NP	<u>P</u>	NP	P	P	P	P	NP	P	P	P	P
Fortune tellers, palmists, clairvoyants or astrologists [subject to section 110-190 & Chapter 12.5]	NP	<u>NP</u>	NP	P	P	P	P	P	NP	P	P	P
Freestanding drive-through restaurant [subject to section 110-190]	NP	<u>NP</u>	NP	NP	P	P	P	NP	NP	NP	SE	SE
Funeral homes and mortuaries	NP	<u>NP</u>	NP	NP	P	P	NP	NP	NP	NP	SE	SE
General service and repair shop	NP	<u>NP</u>	NP	P	P	P	P	P	NP	P	P	P
Gun shops [subject to section 110-190]	NP	<u>NP</u>	NP	NP	NP	NP	NP	NP	NP	NP	SE	SE
Hotel [subject to section 110-100]	NP	<u>NP</u>	NP	P	P	SE	P	NP	NP	SE	SE	SE
Indoor play center providing primarily physical and imaginative non-electronic recreational opportunities for primarily preschool and elementary aged children, and which may also offer accessory retail sales, food and beverage sales [*subject to section 302-20(22)]	NP	<u>NP</u>	NP	NP	NP	P	NP	P*	P	P	P	P
Kennel (subject to section 302-20(A)(21))	NP	<u>NP</u>	NP	P	P	P	P	P	NP	NP	NP	P
Large retail establishment [subject to sections 110-120, 110-190; articles 510, 520]	NP	<u>NP</u>	NP	P	P	P	P	NP	NP	SE	SE	SE
Light industrial marine uses not itemized in this section	P	<u>NP</u>	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP

Liquor, package stores [subject to section 110-50]	NP	<u>NP</u>	NP	NP	NP	NP	NP	NP	NP	P	P	P
Liquor, package stores accessory to grocery retail use of at least 27,500 square feet [subject to section 110-50]	NP	<u>NP</u>	NP	A	A	A	A	NP	NP	A	A	A
Manufacturing and repair (excluding painting) of boats, associated assembly, fabrication, outfitting and maintenance, marine construction and equipment loading and handling operations	P	<u>NP</u>	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP
Marine-related educational facilities	SE	<u>NP</u>	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP
Massage therapy services as accessory to a full service personal service establishment only [subject to section 110-280]	NP	<u>NP</u>	NP	A	A	A	A	A	A	A	A	A
Medical Marijuana Retail Center [subject to section 110-190(C)]	NP	<u>NP</u>	NP	P	P	P	P	P	NP	P	P	P
Merchandise rental or leasing stores	NP	<u>NP</u>	NP	NP	SE	SE	SE	SE	NP	NP	SE	SE
Microbrewery, or craft distillery with tasting room (required) [subject to section 110-50]	NP	<u>NP</u>	NP	P	SE	SE	SE	SE	NP	NP	NP	NP
Mixed residential and commercial uses	NP	<u>NP</u>	NP	P	P	P	P	P	NP	NP	NP	NP
Mobile food vendor [subject to section 110-320]	NP	<u>NP</u>	NP	P	P	P	P	NP	NP	P	P	P
Mobile vendor, except as permitted in conjunction with a temporary use approved under article 675	NP	<u>NP</u>	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP

Motor fuel pumps, retail [subject to section 110-90]	NP	<u>NP</u>	NP	NP	NP	NP	NP	NP	NP	NP	NP	SE	SE
Multifamily dwellings	NP	<u>P</u>	P	P	P	P	P	P	NP	NP	NP	NP	NP
Office, business	NP	<u>P</u>	P	P	P	P	P	P	P	P	P	P	P
Office, professional	NP	<u>P</u>	P	P	P	P	P	P	P	P	P	P	P
Office, medical [section 110-40 and section 110-190(c) govern pain management clinics]	NP	<u>P</u>	NP	P	P	P	P	P	NP	P	P	P	P
Outdoor produce sales [subject to section 110-160]	NP	<u>NP</u>	NP	A	A	A	A	A	A	A	A	A	A
Outdoor restaurant seating [subject to section 110-200]	NP	<u>NP</u>	NP	A	A	A	A	A	NP	SE	SE	SE	SE
Outdoor sales, leasing, rental, display, storage of fully assembled new boats, new trailers and marine vessels	P	<u>NP</u>	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP
Outdoor sales, leasing, rental, display, storage of fully assembled used boats, trailers and marine vessels	SE	<u>NP</u>	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP
Outdoor stands, other; open counters	NP	<u>NP</u>	NP	SE	SE	SE	SE	NP	SE	SE	SE	SE	SE
Outdoor storage of fully-assembled, operational passenger vehicles, boats and boat trailers, and recreational vehicles [subject to section 110-300]	P	<u>NP</u>	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP
Outdoor storage of new materials and equipment [subject to section 110-210]	SE	<u>NP</u>	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	SE
Painting of boats	SE	<u>NP</u>	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP
Pawn shops [subject to section 110-190]	NP	<u>NP</u>	NP	NP	NP	NP	NP	NP	NP	NP	SE	SE	SE
Personal service establishments	NP	<u>P</u>	NP	P	P	P	P	P	P	P	P	P	P
Places of worship	NP	<u>NP</u>	NP	P	P	P	P	NP	P	P>P	P		

Public or private parking facility (principal use)	NP	<u>NP</u>	NP	P	P	P	P	P	NP	P	P	P
Resale boutique and consignment shop, for profit	NP	<u>NP</u>	NP	NP	P	P	P	P	NP	P	P	P
Residential care facility [subject to section 105-170]	NP	<u>NP</u>	NP	NP	SE	SE	SE	NP	NP	NP	SE	SE
Residential care facility, adult [subject to section 105-170]	NP	<u>NP</u>	NP	NP	SE	SE	SE	NP	NP	NP	SE	SE
Restaurants, full service without live entertainment [subject to section 110-50]	NP	<u>P</u>	NP	P	P	P	P	P	P	P	P	P
Restaurants and bars with live entertainment as an accessory use [subject to section 110-50]	NP	<u>NP</u>	NP	P	P	P	P	SE	NP	SE	SE	SE
Restaurant, drive-in [subject to sections 110-190, 110-220]	NP	<u>NP</u>	NP	NP	P	P	P	NP	NP	NP	SE	SE
Restaurant, takeout	NP	<u>NP</u>	NP	P	P	P	P	P	P	P	P	P
Retail pharmacy [subject to section 110-190(C)]	NP	<u>P</u>	NP	P	P	P	P	P	NP	P	P	P
Retail stores [subject to section 110-190(C)] (excluding smoke shops, cannabidiol (cbd) sales, & discount retail)	NP	<u>P</u>	NP	P	P	P	P	P	NP	P	P	P
Roadside vendors	NP	<u>NP</u>	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP
School, academic	NP	<u>NP</u>	NP	NP	SE	SE	SE	NP	SE	SE	SE	SE
School, college	NP	<u>NP</u>	NP	SE	SE	SE	SE	NP	SE	SE	SE	SE
School, specialty	SE	<u>NP</u>	NP	P	P	P	P	NP	SE	P	P	P
Scooter or motorized/electric car rental [subject to section 110-240]	NP	<u>NP</u>	NP	P	P	P	P	NP	NP	NP	NP	NP
Self-service or coin-operated laundry [subject to section 110-190]	NP	<u>NP</u>	NP	NP	NP	NP	NP	SE	NP	NP	SE	SE
Sign fabrication, sign printing [subject to section 110-250]	NP	<u>NP</u>	NP	NP	NP	NP	NP	P	NP	NP	P	P
Single-family residence	NP	<u>NP</u>	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP

Storage [subject to section 110-260]	NP	<u>NP</u>	NP	NP	NP	NP	NP	P	NP	NP	NP	NP
Storage and sales of lumber and building materials within a completely enclosed building	SE	<u>NP</u>	NP	NP	NP	NP	NP	NP	NP	NP	NP	SE
Tattoo or body piercing parlor [subject to section 110-190]	NP	<u>NP</u>	NP	SE	NP	NP	NP	NP	NP	NP	SE	SE
Temporary uses and special events [subject to article 675]	A	<u>NP</u>	NP	P	P	P	P	P	P	P	P	P
Veterinarian, animal hospital (excluding boarding)	NP	<u>NP</u>	NP	P	P	P	P	P	NP	SE	P	P
Vinyl sign fabrication and sign printing shops (excluding metal fabrication sand blasting and spray painting processes) [*subject to section 302-20(22)]	NP	<u>NP</u>	NP	NP	NP	SE	SE	P*	NP	SE	SE	SE
Warehousing with up to twenty (20) percent ancillary office space [*subject to section 302-20(22)]	A	<u>NP</u>	NP	NP	NP	NP	NP	P*	NP	NP	SE	P
Watchman or caretaker dwelling unit [subject to sections 110-30, 230-20]	A	<u>NP</u>	NP	A	A	A	A	A	NP	A	A	A
Wet or dry stack marina and related facilities [subject to section 110-170]	P	<u>NP</u>	NP	NP	NP	NP	NP	NP	NP	NP	SE	SE
Wholesale: combined office-distribution/showroom-warehouse facilities with up to twenty percent (20%) ancillary office space	P	<u>NP</u>	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP
Wholesale: combined office-showroom-warehouse facility with up to twenty percent	P	<u>NP</u>	NP	NP	NP	NP	NP	P*	NP	NP	NP	P

(20%) ancillary office space [*subject to section 302-20(22)]												
Winery with tasting room (required) [subject to section 110-50]	NP	NP	NP	P	SE	SE	SE	SE	NP	NP	NP	NP

Section 5. That Chapter 28 entitled the “Land Development Code”, Article 110, “Use Regulations for Commercial and Open Space Zoning Districts” at section 110-200 is amended:

* * *

PART 1. USE REGULATIONS

* * *

ARTICLE 110. USE REGULATIONS FOR COMMERCIAL AND OPEN SPACE ZONING DISTRICTS

* * *

Sec. 110-200. Outdoor restaurant seating.

Outdoor restaurant seating is permitted as an accessory use to an indoor restaurant containing at least five hundred (500) square feet of gross floor area, in accordance with the following requirements:

- (A) Outdoor seating as an accessory use to an indoor restaurant is permitted without a special exception in the commercial zoning districts listed in section 100-60(c), provided that the subject property is not adjacent to any residential use or any property located within a residential zoning district or mixed-use zoning district as listed in section 100-60(a) and (b).
- (B) Outdoor seating on properties within the commercial zoning districts which are adjacent to residential use or any property located within a residential zoning district shall require a special exception.
- (C) A minimum five hundred-foot separation between outdoor seating in a commercial zoning district and any residentially zoned land is required. Within the CRA form-based and PRD-1 zoning districts outdoor dining shall be separated a minimum distance of one hundred (100) feet from any residentially zoned property.
- (D) Music shall not be permitted to be performed or amplified within outdoor seating areas.
- (E) Outdoor seating requires its own certificate of use.

Section 6. That Chapter 28 entitled the “Land Development Code”, Article 265, “Off-street Parking Requirements” at Section 265-110, “Design and construction standards for parking lots” is amended as follows:

* * *

PART 2 – SITE DEVELOPMENT REGULATIONS

* * *

ARTICLE 265 - OFF-STREET PARKING REQUIREMENTS.

* * *

Sec. 265-110. Design and construction standards for parking lots.

(H) *Curbing, wheelstops.*

- (1) Wheel stops, ~~five and one half (5 ½) inches~~ high, shall be installed two (2) feet from the head (front) of a parking space.

Section 7. That Chapter 28 entitled the “Land Development Code”, Article 303, “District Development Standards”, at Section 303-70, “**GTWY-MU, Beach Gateway Mixed-Use District**” is amended as follows:

* * *

PART 3 – SPECIAL ZONING DISTRICTS

* * *

ARTICLED 303 – DISTRICT DEVELOPMENT STANDARDS

* * *

Sec. 303-70. GTWY-MU, Beach Gateway Mixed-Use District.

* * *

(M) *Building frontage standards.*

Diagram Key	Standard	All Streets
"D"	Depth of 1st layer	N/A <u>30'</u>
"E ₁ + .. + E _x "	% of lot width that façade must be	N/A <u>50%</u>

	built on BTL	
"R"	Max. recess from BTL	N/A

Section 8. If any section, clause, sentence, or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 9. That all ordinances or part of ordinances in conflict with the provisions of the Ordinance are repealed.

Section 10. 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 11. That this ordinance be codified in the City’s code of ordinances, at the Land Development Code section, chapter 28 by Municode Corporation.

Section 12. 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 _____, 2026.

First Reading:

Motion by: _____

Second by: _____

Second Reading:

Motion by: _____

Second by: _____

SIGNATURES ON THE FOLLOWING PAGE

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Lori Lewellen _____ _____

Commissioner Luis Rimoli _____ _____

Commissioner Archibald J. Ryan IV _____ _____

Vice Mayor Marco Salvino _____ _____

Mayor Joyce L. Davis _____ _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY



City of Dania Beach, Florida
Department of Community Development
Planning and Zoning Division
(954) 924-6805 X3643
(954) 922-2687 Fax

Standard Development Application

- ☐ Administrative Variance
- ☐ Land Use Amendment
- ☐ Plat
- ☐ Rezoning
- ☐ Site Plan
- ☐ Special Exception
- ☐ Variance
- ☐ Other: _____

Date Rec'd: 10/14/25

Petition No.: TX-042-25

(SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)

THIS APPLICATION WILL NOT BE ACCEPTED UNTIL IT IS COMPLETE AND SUBMITTED WITH ALL NECESARRY DOCUMENTS. Refer to the application type at the top of this form and "Required Documentation" checklist to determine the supplemental documents required with each application. For after the fact applications, the responsible contractor of record shall be present at the board hearing. Failure to attend may impact the disposition of the application. The applicant or their authorized legal agent must be present at all meetings. All projects must also obtain a building permit from the City Building Division.

The City's DRC process requires a hard copy of the application and application fee payment to be submitted to City Planning staff BEFORE electronic submittal will be accepted for processing. Applications will only be accepted on the submittal date identified on the annual DRC Meeting Deadline schedule. The application must identify the number of proposed residential dwelling units and/or the square footage of commercial/industrial use, as applicable. Once the application and fee are received a file number will be issued which must be used to identify the project when submitting electronically. Once the file number is issued, the applicant has 24 hours to load the plans electronically. Failure to submit within 24 hours will require the application to begin again the following month.

Location Address: 100 W DANIA BEACH BLVD

Lot(s): _____ Block: _____ Subdivision: _____

Recorded Plat Name: _____

Folio Number(s): _____ Legal Description: _____

Applicant/Consultant/Legal Representative (**circle one**) CITY OF DANIA BEACH

Address of Applicant: 100 W DANIA BEACH BLVD

Business Telephone: _____ Home: _____ Fax: _____

E-mail address: _____

Name of Property Owner: CITY OF DANIA BEACH

Address of Property Owner: 100 W DANIA BEACH BLVD

Principal Member(s)/Responsible Party: _____

Business Telephone: _____ Home: _____ Fax: _____

Explanation of Request: Text amendments to Certificate of Use, Public Records Request, wheel stops, and GTWY-MU
Please provide proposed **Plat Name** & **Criteria Statement** as required by the City's **Land Development Code**.

Prop. Net Acreage: _____ Gross Acreage: _____ Prop. Square Footage: _____

Existing Use: _____ Proposed Use: _____

Is property owned individually, by a corporation, association, or a joint venture? _____

AUTHORIZED REPRESENTATIVE

I/we are fully aware of the request being made to the City of Dania Beach. If I/We are unable to be present, I/we hereby authorize _____ (individual/firm) to represent me/us in all matters related to this application. I/we hereby acknowledge that the applicable fee was established to offset administrative costs and is not refundable.

I/we are fully aware that all approvals automatically expire within 12 months of City of Dania Beach Planning and Zoning Board or City Commission approval, or pursuant to the expiration timeframe listed in Part 6 of the Dania Beach Land Development Code.

STATE OF FLORIDA
COUNTY OF BROWARD
The foregoing instrument
Was acknowledged

By: [Signature]
(Owner / Agent signature*)

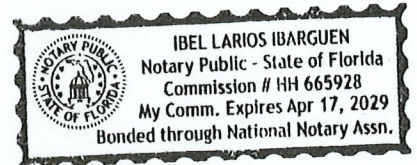
BEFORE ME THIS 14th DAY OF Oct., 20 25

By:

Eleanor Norena
(Print name of person acknowledging)

(Joint owner signature if applicable)

Notary [Signature]
(Signature of Notary Public – State of Florida)



Personally known X or Produced Identification _____

Type of identification produced: _____ or Drivers License _____

***If joint ownership, both parties must sign. If partnership, corporation or association, an authorized officer must sign on behalf of the group. A notarized letter of authorization from the owner of record must accompany the application if an authorized agent signs for the owner(s).**

NO APPLICATION WILL BE AUTOMATICALLY SCHEDULED FOR A MEETING.

***ALL APPLICATIONS MUST BE DETERMINED COMPLETE BY STAFF
BEFORE PROCESSING OCCURS.***

Order ID: 7899200

* Agency Commission not included

GROSS PRICE * : \$331.00

PACKAGE NAME: SSC_Notice of Public Meeting

Product(s): Sun Sentinel, Affidavit, Floridapublicnotices.com, Classified.ss.com_Legal

AdSize(s): 2 Column

Run Date(s): Tuesday, November 25, 2025

Zone: Full Run

Color Spec. B/W

Preview

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, December 09, 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-042-25: The applicant, the City of Dania Beach, is requesting several text amendments to the City's code of Ordinances, Land Development Code (LDC). (First Reading)

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" (LDC) TO PROVIDE CLEAN UP AND CLARIFICATION OF LANGUAGE IN VARIOUS SECTIONS OF THE LDC AS FOLLOWS: PART I, ENTITLED "USE REGULATIONS", AT ARTICLE 100, ENTITLED "GENERAL USE REGULATIONS APPLYING TO ALL ZONING DISTRICTS"; AT SECTION 100-50 ENTITLED "CERTIFICATES OF USE" TO UPDATE THE CERTIFICATE OF USE REQUIREMENTS; AMENDING SECTION 100-60, ENTITLED "ESTABLISHMENT OF ZONING DISTRICTS" TO UPDATE THE INTENT AND PURPOSE OF THE RESIDENTIAL-OFFICE (RO) DISTRICT AND TO MOVE THE PRD-1 DISTRICT TO THE MIXED USE CATEGORY; AMENDING ARTICLE 110, ENTITLED "USE REGULATIONS FOR COMMERCIAL AND MIXED USE DISTRICTS" AT SECTION 110-20, ENTITLED "LIST OF PERMITTED, SPECIAL EXCEPTION AND PROHIBITED USES" TO ADD AN EXISTING ZONING DISTRICT TO THE PERMITTED USE TABLE; UPDATING SECTION 110-200, ENTITLED "OUTDOOR RESTAURANT SEATING," TO INCLUDE THE PLANNED RESIDENTIAL DEVELOPMENT ZONING DISTRICT IN THE REGULATIONS; AMENDING PART 2, ENTITLED SITE DEVELOPMENT REGULATIONS, AT ARTICLE 265, ENTITLED "OFF-STREET PARKING REQUIREMENTS", AT SECTION 265-110, ENTITLED "DESIGN AND CONSTRUCTION STANDARDS FOR PARKING LOTS TO ELIMINATE THE DIMENSIONAL REQUIREMENTS FOR WHEEL STOPS; AMENDING PART 3, ENTITLED "SPECIAL ZONING DISTRICTS", SUBPART 1, ENTITLED "COMMUNITY REDEVELOPMENT AREA (CRA) FORM-BASED ZONING DISTRICTS, AT ARTICLE 303, ENTITLED "DISTRICT DEVELOPMENT STANDARDS", AT SECTION 303-70 ENTITLED "GTWY-MU, BEACH GATEWAY MIXED-USE DISTRICT" TO AMEND TO SPECIFY BUILDING FRONTAGE STANDARDS; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; 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

Order ID: 7899200

* Agency Commission not included

GROSS PRICE * : **\$331.00**

PACKAGE NAME: SSC_Notice of Public Meeting

...ing 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 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: To request amendments requesting several text amendments to the City's code of Ordinances, Land Development Code (LDC).

Hearing Date & Time: December 09, 2025 at 7:00 PM

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

Contact Information: Corinne Lajoie, MURP, AICP, Deputy Director, 954-924-6805 Ext. 3704
11/25/2025 7899200



City of Dania Beach Public Services Memorandum

DATE: 12/9/2025

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
REHABILITATION OF LIFT STATION 11 - FIRST READING**

Request:

The Public Services Department (PSD) requests expenditure authorization of City funds that will exceed \$1,000,000.00 dollars each for the rehabilitation of Lift Station 11.

Background:

The City of Dania Beach advertised ITB No. 25-017 on June 12, 2025, for the rehabilitation of Lift Station No. 11, located at 1900 NE 7th Avenue, Dania Beach.

The project includes demolition of the existing submersible lift station and installation of a new lift station with updated controls, an emergency backup generator, and full site restoration.

Bids were opened on August 12, 2025, and reviewed by the City's consultant, **Kimley-Horn and Associates, Inc.**, who issued a formal recommendation of award dated **August 20, 2025**. Four (4) firms submitted proposals as follows:

Respondent	Total Bid Amount
Hinterland Group, Inc.	\$2,477,250.00
Southern Underground Industries, Inc.	\$2,960,200.00
TLC Diversified, Inc.	\$3,668,000.00
David Mancini & Sons, Inc.	\$3,789,774.00

Following reference checks, Kimley-Horn determined that Hinterland Group, Inc. had multiple record issues related to schedule and change-order management and therefore recommended Southern Underground Industries, Inc. as the most responsive and qualified bidder.

Budgetary Impact

Funding for this contract will be appropriated from Sewer Infrastructure Improvements other than Bldgs. Account No. 402-35-31-535-63-10.

Recommendation

It is recommended that the City Commission authorize the expenditure of City funds exceeding \$1,000,000.00 dollars for the rehabilitation of Lift Station 11.

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 LIFT STATION 11 REHABILITATION; 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. 2025-017 for the “Lift Station 11 Rehabilitation” (Project) exceeds the monetary threshold of \$1,000,000.00; and

WHEREAS, the Ordinance was advertised for public hearing on December 9, 2025, and is scheduled for a second reading and public hearing on January 13, 2026.

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 Sewer Infrastructure Improvements other than Bldgs. Account No. 402-35-31-535-63-10.

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

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

SIGNATURES ON THE FOLLOWING PAGE

PASSED on first reading on _____, 2025.

PASSED AND ADOPTED on second reading on _____ 2026.

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: 12/9/2025

TO: Mayor and Commissioners

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

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

SUBJECT: The applicant, Broward County Police Benevolent Association (PBA) is requesting co-designation SW 26th Terrace in memory of fallen officers whose watch ended in Broward County (Second Reading).

Request:

To authorize the street co-designation of SW 26th Terrace to “SW 26th Terrace/PBA Memorial Way”.

Background:

The Broward County PBA was founded in 1973 and today is located on the corner of SW 26th Terrace and State Road 84, in the City of Dania Beach. The Broward County PBA’s mission is to promote professionalism among law enforcement and to protect the rights of the individual employee, either as a sworn law enforcement officer (police) or as a civilian employee (support).

The Broward County PBA is requesting to approve to add “PBA Memorial Way” as a co-designation to SW 26th Terrace , for the length of road running from State Road 84 South to SW 36th Street. The requested co-designation is intended to honor the memory of each fallen officer whose watch ended in Broward County.

In accordance with Section 22-7A of the City’s Code of Ordinances, the applicant provided a petition with at least thirty percent (30%) of the property owners located within a quarter mile of the proposed affected street in support of the co-designation. Additionally, the organization has an active status with Sunbiz and no complaints recorded with the Better Business Bureau.

On September 16, 2025, the City’s Park and Recreation and Community Affairs Advisory Board recommended approval of the request.

Staff Analysis:

Right-of-way co-designation application was reviewed by staff in the Planning and Zoning Division. Proper public notice was conducted on this application request and no objections have been received by the City. Therefore, there are no foreseeable concerns regarding the co-designation request.

Budgetary Impact

The total cost to be paid by the City Commission, (per Ordinance No. 2024-007) is Two Thousand Five Hundred Ninety Nine Dollars (\$2,599.00), which includes background check and all Public Hearing notices.

Recommendation

The Community Development Department is recommending the City Commission approve the street co-designation of SW 26th Terrace on second and final reading.

On November 18, 2025, the City Commission approved the request on first reading.

ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, PURSUANT TO SECTION 22-7A, OF THE CITY'S CODE OF ORDINANCES, AUTHORIZING CO-DESIGNATION OF A PORTION OF SW 26TH TERRACE BETWEEN STATE ROAD 84 AND SW 36TH STREET TO BE KNOWN AS "SW 26TH TERRACE/PBA MEMORIAL WAY", AFTER HOLDING TWO PUBLIC HEARINGS, AND AFTER A 4/5 VOTE OF THE ENTIRE COMMISSION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; CODIFICATION; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 22-7A, of the City of Dania Beach's Code of Ordinances, the City Commission may, by resolution, adopt after a public hearing a co-designation of any local road, street, subdivision street or alley (referred to as "street" in this section) within the City limits; and

WHEREAS, all streets shall retain their current names as a co-designation; and

WHEREAS, pursuant to the City's criteria, the applicant submitted the original copy of a petition which clearly states, on each page containing petition signatures, the full intent of the petition, which is signed by the owners of fifty (50) percent of the properties which front on, back on, or have a mailing address containing the name of the affected street; and

WHEREAS, the application was reviewed for completeness and submitted to the City's Parks, Recreation and Community Affairs Advisory Board for review and recommendation prior to submission to the City Commission for consideration; and

WHEREAS, on September 16, 2025, the Board reviewed the application against the City's criteria and recommended approving the co-designation request, with the attested signatures for the petition; and

WHEREAS, the City Commission is also to review the criteria and make a final decision on the application based on the following criteria:

- (1) Whether or not the request is proposed to co-designate the name of a local street.
- (2) Whether or not the name requested is already being utilized in the immediate or surrounding neighborhoods, other parts of the City, Broward County or both.
- (3) Whether the requested segment of a particular street to be co-designated will cause confusion when the segmentation is not created by a natural landform or waterway.

(4) Whether or not the name requested is perceived to be immoral or offensive to a portion of the City's citizenry.

(5) Whether or not the street requested to be co-designated has an existing co-designation (no more than one co-designation should be authorized).

(6) Whether or not the applicant has met the requirements referenced in this Code and have the support of the surveyed and affected property owners.

(7) Whether or not the street or the existing name of the street requested to be co-designated has significant historical value to the City.

(8) If named after a person, the person must be retired from his or her principal career, be without a conviction of a crime of moral turpitude, a felony, or have a fraudulent, immoral, or offensive history.

(9) If named after a corporation, the corporation, or other non-natural person, must have a reputation without a criminal, fraudulent, immoral or offensive history; and

WHEREAS, posted and mailed notification of the proposed street co-designation was issued consistent with the requirements of section 610-20, of the Land Development Code (LDC), to property owners within 1,000 feet apart, between the two street ends and at all intersections with principal arterial roadways, as defined by the City; and

WHEREAS, in 1973 the Broward County Police Benevolent Association (PBA) was founded as a proactive Law Enforcement Labor Association; and

WHEREAS, the requested co-designation is intended to honor the memory of each fallen Officer whose watch ended in Broward County.

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, and they are made a part of and incorporated into this Ordinance by this reference.

Section 2. That the City Commission of the City of Dania Beach, after a vote of 4/5 of the entire City Commission, establishes that a portion of SW 26th Terrace, between State Road 84 and SW 36th Street, be named and known as “SW 26th Terrace/PBA Memorial Way”.

Section 3. The City shall be responsible for providing notice of any approved changes to the City's Fire Department, Police Department (Broward Sheriff's Office District II Office,) the United States Postal Service, the Broward County Property Appraiser's and Tax Collector's offices and other applicable governmental agencies and shall bear the cost of installation of the signs.

Section 4. That if any section, clause, sentence or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 5. That all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are repealed to the extent of such conflict.

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

PASSED on first reading on November 18, 2025

PASSED AND ADOPTED on second reading on _____. 2025.

First Reading:

Motion by: Commissioner Ryan

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

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



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

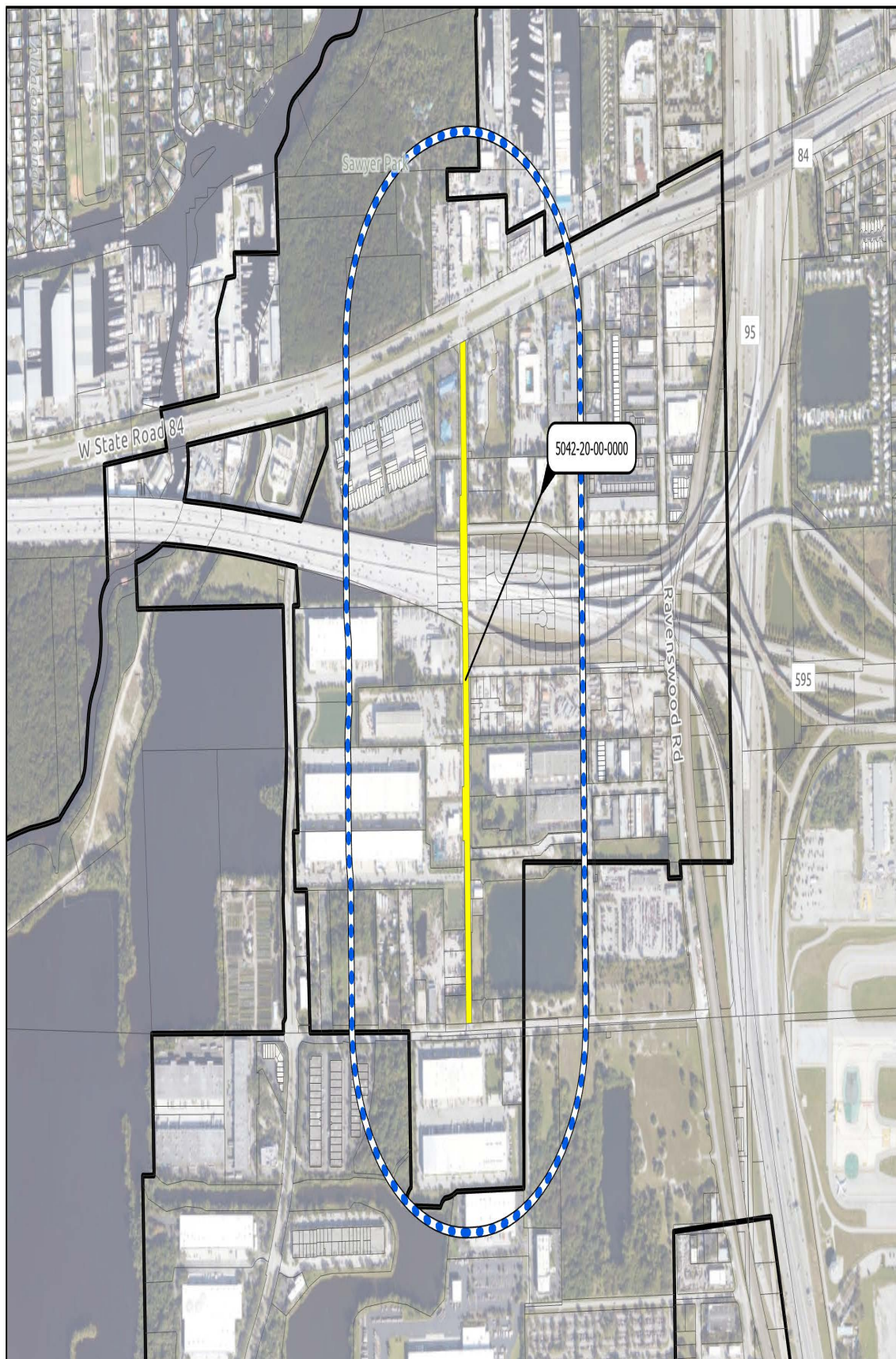
Location Map

APPLICATION:
OT-014-25

FOLIO:
5042-20-00-0000

ADDRESS:
SW 26 Terrace

REQUEST:
Street Co-Designation
"PBA Memorial Way"



Legend



Parcels



Proposed Street



Dania Beach Boundary



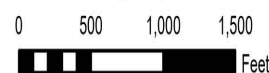
1,000 ft Buffer



Date: 9/23/2025

When Printed on 8 1/2" x 11"

1 inch equals 1,000 feet



Florida Technical Consultants



City of Dania Beach, Florida
Department of Community Development
Planning and Zoning Division
(954) 924-6805 X3643
(954) 922-2687 Fax

Standard Development Application

- ☐ Administrative Variance
- ☐ Land Use Amendment
- ☐ Plat
- ☐ Rezoning
- ☐ Site Plan
- ☐ Special Exception
- ☐ Variance

☒ Other: unspecified: roadway (SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)

THIS APPLICATION WILL NOT BE ACCEPTED UNTIL IT IS COMPLETE AND SUBMITTED WITH ALL NECESARRY DOCUMENTS. Refer to the application type at the top of this form and "Required Documentation" checklist to determine the supplemental documents required with each application. For after the fact applications, the responsible contractor of record shall be present at the board hearing. Failure to attend may impact the disposition of the application. The applicant or their authorized legal agent must be present at all meetings. All projects must also obtain a building permit from the City Building Division.

The City's DRC process requires a hard copy of the application and application fee payment to be submitted to City Planning staff BEFORE electronic submittal will be accepted for processing. Applications will only be accepted on the submittal date identified on the annual DRC Meeting Deadline schedule. The application must identify the number of proposed residential dwelling units and/or the square footage of commercial/industrial use, as applicable. Once the application and fee are received a file number will be issued which must be used to identify the project when submitting electronically. Once the file number is issued, the applicant has 24 hours to load the plans electronically. Failure to submit within 24 hours will require the application to begin again the following month.

Location Address: SW 26th Terrace

Lot(s): _____ Block: _____ Subdivision: _____

Recorded Plat Name: _____

Folio Number(s): _____ Legal Description: ROW

Applicant/Consultant/Legal Representative (circle one) Broward County PBA

Address of Applicant: 2650 W. State Road 84, Dania Beach, FL 33312-4882

Business Telephone: 91584-7600 Home: 91448-9321 Fax: 91358-3962

E-mail address: rskirvin@bcpha.org (Rod Skirvin, President)

Name of Property Owner: City of Dania Beach

Address of Property Owner: _____

Business Telephone: _____ Home: _____ Fax: _____

Explanation of Request: Renaming / codesignation of roadway
Please provide proposed **Plat Name** & **Criteria Statement** as required by the City's **Land Development Code**.

Prop. Net Acreage: _____ Gross Acreage: _____ Prop. Square Footage: 3,300 linear ft.

Existing Use: ROW Proposed Use: ROW

Is property owned individually, by a corporation, association, or a joint venture? Corporation

AUTHORIZED REPRESENTATIVE

I/we are fully aware of the request being made to the City of Dania Beach. If I/We are unable to be present, I/we hereby authorize Rod Skirvin + Janet Clark (individual/firm) to represent me/us in all matters related to this application. I/we hereby acknowledge that the applicable fee was established to offset administrative costs and is not refundable.

I/we are fully aware that all approvals automatically expire within 12 months of City of Dania Beach Planning and Zoning Board or City Commission approval, or pursuant to the expiration timeframe listed in Part 6 of the Dania Beach Land Development Code.

STATE OF FLORIDA
COUNTY OF BROWARD
The foregoing instrument
Was acknowledged

By: [Signature]
(Owner / Agent signature*) President

BEFORE ME THIS 19th DAY OF May, 20 25

By:

Rodney "Rod" Skirvin
(Print name of person acknowledging)

(Joint owner signature if applicable)

Notary [Signature]
(Signature of Notary Public – State of Florida)

Personally known ☒ or Produced Identification _____

Type of identification produced: _____ or Drivers License _____



***If joint ownership, both parties must sign. If partnership, corporation or association, an authorized officer must sign on behalf of the group. A notarized letter of authorization from the owner of record must accompany the application if an authorized agent signs for the owner(s).**

NO APPLICATION WILL BE AUTOMATICALLY SCHEDULED FOR A MEETING.

***ALL APPLICATIONS MUST BE DETERMINED COMPLETE BY STAFF
BEFORE PROCESSING OCCURS.***

City of Dania Beach APPLICATION TYPE AND FEE SCHEDULE

INCOMPLETE SUBMITTALS ARE NOT ACCEPTABLE FOR REVIEW AND PROCESSING.

The following fees shall apply to all applications for land use plan amendments, rezoning, special exception use, variances, site plans and other zoning related applications. These fees are used to defray staff cost in the evaluation of the proposal made and provide for the required notices and public advertisements according to Florida State statutes and the Dania Beach Land Development Code. Should any applicant have more than one type of request submitted to the City, the applications involved should be submitted at the same time. The present City policy is to have concurrent reviews being processed before the final review and actions by the Planning and Zoning Board, City Commission, or both. It is the obligation of each applicant to review the appropriate City Codes and design standards related to the proposal before making any application to the City. The standard review process for all development applications are two (2) review cycles. **Any additional review or public notice required by staff or professional consultants will be charged to the applicant as per "Section 685-10 Cost Recovery for Development Review" of the Dania Beach Land Development Code.**

APPLICATION TYPE	FEE
LAND USE	
Assignment of Flex Units or Acreage	Filing fee = \$4,000.00 plus \$5.00 per flex, reserve or LAC/RAC unit or hotel room or \$100 per acre or portion of such area <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
Change of Land Use	Filing fee = \$7,000.00, plus \$500.00 per acre or portion of area <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
ZONING	
Change of Zoning (Rezoning)	Less than 2 acres - \$2,600.00 Greater than 2 acres - \$6,200.00 <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
Zoning Code Text Amendment	Changing the list of Permitted Uses - \$6,000.00 General Text - \$2,000.00
PLAT	(Perimeter) Filing fee = \$3,000.00 plus \$50.00 per acre or portion of such area (Subdivision) Filing fee = \$3,000.00 plus \$100 per acre or portion of such area Cost Recovery Fee: \$10,000.00 <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
Delegation Request	\$1,500.00 Cost Recovery Fee: \$10,000.00 <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
SITE PLAN	
Site Plan	Filing Fee: \$3,000.00 Plus , retainer for staff/consultant review, administrative and notice costs as per "Section 685-10 Cost Recovery for Development Review" of the Land Development Code) Cost Recovery= \$10,000.00 Fire Plan Review Fee: \$1,120.00 Minimum fee: \$14,120.00 <i>Includes Staff processing, two (2) review cycles, advertising and notice costs</i>
Site Plan Revisions	Filing Fee: \$1,500.00 Fire Plan Review Fee: \$200.00 Cost Recovery Fee: \$10,000.00 <i>Two (2) review cycles.</i> <i>(Plus, fee for each associated variance as listed in the fee schedule and cost as per "Section 685-10 Cost Recovery for Development Review" of the Land Development Code)</i>
Extension of Approval(s) (Site plan, variance, special exception requests)	\$1,250.00 – Single Extension (PLUS) an additional \$ 250.00 for each associated approval

City of Dania Beach
APPLICATION TYPE AND FEE SCHEDULE

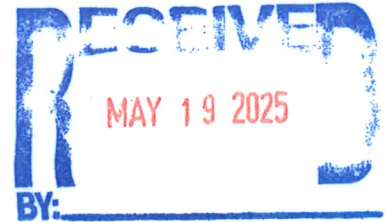
SPECIAL EXCEPTION	
SPECIAL EXCEPTION	Filing fee = \$4,000.00 <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
Additional Resubmittal (In addition to the standard (2) review cycles)	Any additional review or public notice required by staff or professional consultants due to the negligence of the applicant will be charged to the applicant as per Article 685-10 Cost recovery for Development Review of the Dania Beach Land Development Code.
VARIANCES, APPEALS & WAIVERS	
Administrative, Single Family	\$ 350.00
Administrative, all other	\$ 700.00
Single Family/Community Facility	\$ 500.00
Duplex & Triplex	\$1,150.00
Multifamily, Hotel, Condo-Hotel (per variance)	\$2,500.00
Nonres. (per variance), Wall Signs, Monument Signs, Pole Signs (As permitted)	\$2,000.00
Appeal (single family & comm fac)	\$ 700.00
Appeal (all other uses)	\$2,000.00
Dumpster Appeal to Com. Dev. Dir.	\$ 200.00
Dumpster Appeal to City Com.	\$ 500.00
Alcoholic Beverage Variance	\$1,400.00
Mobility Application	\$1,400.00
Traffic-way Waiver	\$4,000 .00
Vacation – Road/Easement	\$3,500.00
Alcohol Beverage Variance	\$1,400.00
Alcohol Extended Hours License Application	\$2,400.00
Alcoholic Beverage Waiver	\$1,000.00
Zoning Review: State Liquor License	\$ 125.00
Outdoor Seating/Dinning	\$ 100.00
Assisted Living Facility	\$ 100.00
CRA Grant Application	\$ 250.00
UNSPECIFIED 	\$ 500.00 (PLUS any outside costs incurred by the city as per "Section 685-10 Cost Recovery for Development Review" of the land Development Code) 
Zoning Information Letter	\$ 300.00
Certificate of Use- Residential	\$ 50.00
Super Graphic	\$ 250.00

Revised – 02-24-21 as per City Commission Approval Resolution #2021-021

BROWARD COUNTY POLICE BENEVOLENT ASSOCIATION



April 29, 2025



Dear Property Owner:

I am reaching out to you on behalf of the Broward County Police Benevolent Association. We are a proactive law enforcement labor association joined together with a professional staff that protects the rights and privileges of the individual employee, either as a sworn law enforcement officer (police) or as a civilian employee (support).

We are asking for your support in adding "PBA Memorial Way" as a co-designation to SW 26th Terrace. This proposed name addition is intended to honor the memory of each fallen officer whose watch ended in Broward County. Your support is crucial to the success of this effort.

This co-designation will not cost your business anything, and you will not have to change your address. All this petition does is request a secondary name "PBA Memorial Way" be added to the SW 26th Terrace street signs. The Broward County PBA will be responsible for the costs of replacing the street signs with the new co-designation.

We are currently gathering signatures for a petition to be submitted to the Dania Beach City Commission. Your endorsement would not only help demonstrate community backing but also highlight your support of law enforcement in Broward County by honoring those that made the ultimate sacrifice.

If you would like more information, please feel free to contact me directly at 954-584-7600. I would also be happy to stop by in person at your convenience.

Thank you for considering this request. Your support can make a meaningful difference in bringing this positive change to our neighborhood.

Sincerely,

Rod Skirvin, President
Broward County PBA

BROWARD COUNTY POLICE BENEVOLENT ASSOCIATION



May 23, 2025

Statement for City of Dania Beach:

On behalf of the **Broward County Police Benevolent Association ("PBA")**, pursuant to the city code of ordinances, please allow this letter to serve as the required statement under code sections:

- *Per Section 22-7A(d)(9) "If named after a corporation, the corporation or other non-natural person, must have a reputation without criminal, fraudulent, immoral or offensive history."*
- *Per Section 22-7A(f)(7) "The corporation or other non-natural person after which the street is proposed to be co-designated must have a reputation (and its officers and representatives) without a felony criminal, fraudulent, immoral or offensive history."*

The proposed co-designation of "PBA Memorial Way" to SW 26th Terrace is intended to honor the memory of each fallen officer whose watch ended in Broward County.

Founded in 1973, the Broward County PBA provided job security to thousands of Law Enforcement Officers. Our mission is to promote professionalism among law enforcement and to protect the rights and privileges of the individual employee, either as a sworn law enforcement officer (police) or as a civilian employee (support). We provide labor relations assistance and collective bargaining services for contract negotiations and enhance the public's support by informing the community of law enforcement issues and concerns.

Additionally, the Broward County PBA holds a Florida charitable license (CH1018) with the Department of Agriculture and Consumer Services. A requirement for the annual renewal is to establish that the organizations' officers are free from criminal, fraudulent, or immoral acts. All officers and representatives of the PBA are current or former law enforcement employees, duly sworn to uphold the law.

We thank you for your consideration; please let me know if we can provide any further information.

A blue ink handwritten signature, appearing to read "Rod Skirvin", with a stylized flourish at the end.

Rod Skirvin, President
Broward County PBA

Lajoie, Corinne

From: Lazo, Franky
Sent: Friday, September 26, 2025 11:07 AM
To: Lajoie, Corinne
Cc: Norena, Eleanor
Subject: Re: PBA Street Co-Designation

You're very welcome! Meeting was held on Tuesday, September 16th.



Franky Lazo, Deputy Director of Parks and Recreation

flazo@daniabeachfl.gov | daniabeachfl.gov

901 NE 3rd St., Dania Beach, FL, 33004

Phone: 954.924.6800, x3730



R.I.S.E. - RESPECT, INTEGRITY AND STANDARD OF EXCELLENCE

Please note: Florida has a very broad public records law. Most written communications, including emails, to or from City officials regarding City business are public records and may be subject to public disclosure.

On Sep 26, 2025, at 9:59 AM, Lajoie, Corinne <clajoie@daniabeachfl.gov> wrote:

Thank you.

Can you please tell me the date of that meeting?

Corinne Lajoie, AICP, Deputy Director

clajoie@daniabeachfl.gov | daniabeachfl.gov

100 W Dania Beach Blvd, Dania Beach, FL, 33004

Phone: 954924.6805, x3704

R.I.S.E. - RESPECT, INTEGRITY AND STANDARD OF EXCELLENCE

Please note: Florida has a very broad public records law. Most written communications, including emails, to or from City officials regarding City business are public records and may be subject to public disclosure.

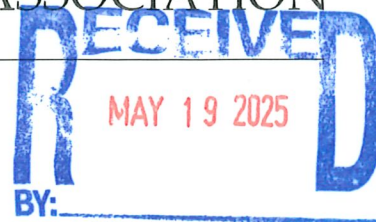
From: Lazo, Franky <flazo@daniabeachfl.gov>
Sent: Thursday, September 25, 2025 4:12 PM
To: Lajoie, Corinne <clajoie@daniabeachfl.gov>
Cc: Norena, Eleanor <enorena@daniabeachfl.gov>
Subject: RE: PBA Street Co-Designation

Hey Corinne,

This was passed unanimously, 5-0. Let me know if anything else is needed, thanks!

Kind Regards,

BROWARD COUNTY POLICE BENEVOLENT ASSOCIATION



Petition of Property Owners to City of Dania Beach in Support of Roadway Renaming/Codesignation - SW 26th TER to "PBA MEMORIAL WAY"

We, the undersigned property owners or occupants of each parcel of land which fronts on, backs on, or has a mailing address on the affected street in Dania Beach, located in Broward County, Florida, the roadway known as: SW 26th TER, hereby submit signatures in support of the codesignation.

#	Property / Business Owner	Site Address	Authorized Agent	Signature
1	Broward County PBA, Inc. Petitioner	2650 W. SR 84 + dba at 2901 SW 26 th Ter	Rod Skirvin President	
2	Nova Plantation Hotels LLC "Avid Hotel"	3001 SW 26 th Ter	ALDO SHAW	
3	Kenan Transport Company "KAG, Inc."	3201 SW 26 th Ter	Rock Casanova	
4	Prime Realty Capital LLC "Herc Rentals"	3251 SW 26 th Ter 3401 SW 26 th Ter	Patricia Decario	
5	Ravenswood LLC Storage Lot for 2711 business	3500 SW 26 th Ter		
6	Hydrasource Corp Vacant Corner at SW boundary	3851 SW 26 th Ter		
7	Kerm Robert Kemp Tr "WRK Construction"	3460 SW 26 th Ter	Carol Riska	
8	SPG Port 95 2 LLC "Seagis" C/O One Tower Bridge	3410 SW 26 th Ter 3406 SW 26 th Ter 3402 SW 26 th Ter 3400 SW 26 th Ter		
9	Pearl Douglas B., et al. "Morrison Construction"	2603 SW 31 st ST + dba at 3000 SW 26 th Ter	Cheryl Seager	
10	Trivium Hospitality LLC "Trivium Office Suites"	2908-2962 Trivium Cir		
11	MSG P12 LLC "MSG Marina Mile LLC"	3500-3536 SW 30 th Ave		

12 MAXIM CRANE WORKS 3401 SW 26th Ter RYAN A. LEE

The Petitioner/Applicant, Broward County Police Benevolent Association, Inc., shall submit an original copy of this petition to the City Manager's Office as specified in the City of Dania Beach, Code of Ordinances, Chapter 22 "Streets and Sidewalks", Article 1 "In General", Section 22-7A "Authority of City Commission to co-designate roads and streets, etc."

* Paul Sada, VP - site visit (see: Affidavit): Signatures
For Petitioner Collected 04/29/25



CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT
Invoice

No:

0001877

Date: May 19, 2025

RECEIVED FROM:

Name: Broward County Police
Address: Benevolent Assoc Inc.
Address 2: 2650 W. State Rd 84
City/St/ZIP: Ft Lauderdale FL 33312

Service or Item	Amount
PSP - Public Hearing Items Application fee	\$500.00

P/Z ITEM # OT-014-25

LOCATION: SW 26 TER

APPLICANT: Broward County PBA

PREPARED BY: Ibel Larios

TOTAL DUE: \$500.00

Street Co-Designation Application
OT-014-25
SW 26 TER

Check #: 33762

PAYMENT DATE

05/19/2025

COLLECTION STATION

City Hall Window 2

RECEIVED FROMBROWARD COUNTY
POLICE**City of Dania Beach**
100 W. Dania Beach Blvd.
Dania Beach, FL 33004**BATCH NO.**

2025-08000910

RECEIPT NO.

2025-00034753

CASHIER

fincashier2

ENTRY DATE

05/19/2025 01:58:50 PM

DESCRIPTION

BENEVOLENT ASSOC INC. 2650 W. STATE RD 84 FT LAUDERDALE FL 33312

PAYMENT CODE		RECEIPT DESCRIPTION		TRANSACTION AMOUNT
PSP		Appl Review - Standard OT-014-25 SW 26 TER BROWARD COUNTY PBA		\$500.00
Payments:		Type	Detail	Amount
		Check	33762	\$500.00
Total Amount:				\$500.00

Customer Copy

CITY OF DANIA BEACH

APPLICATION FOR NAMING OR RENAMING
PUBLIC PROPERTIES OR FACILITIES

PLEASE TYPE OR CLEARLY PRINT ALL INFORMATION

1. Applicant Information

Name/Sponsoring

Organization: Broward County Police Benevolent Association

If Organization, name of

Director/President Rod Skirvin

Address: 2650 W. State Road 84, Dania Beach, FL 33312-4882

Parcel ID: 5042 2016 0010

Telephone:

Daytime:

954.584.7600

Evening:

954.448.9321

Fax:

954.358.3962

E-mail:

RSKirvin@bcdba.org

6. Current name or numerical designation of street: SW 26th Ter

7. Are you proposing a name change [] or an addition to existing designation [✓]?

8. Proposed boundaries of roadway where proposal would take effect:

Boundary at North: W State Road 84 / Marina Mile

to boundary at South: SW 36th ST / Collins Rd. (+/- 3200 ft.)

5. What is the reason for the proposed name change?

Codesignation re-naming to "PBA Memorial Way" to honor the organization's members' contributions to the community.

6. Is there already a street with such a name in the City of Dania Beach or in Broward County?

Yes [] No [✓]

If yes, what is the location of that street? n/a

7. What neighborhoods will be impacted by the name change? none, Non-Residential.

C3: general business / I/Rm-AA: industrial, research, office,

marine, AA / Rm-1*: multi-family housing (3410) / OS: open space

Procedures for Renaming Public Properties or Facilities

Revised February 2010

Page 5 of 6

*vacant: seagis

8. Please answer "YES" or "NO" to both "A" and "B" listed below:

A. Have you submitted an original petition signed by the owners of a majority of the properties which front on, back on, or contain the address of the affected street?

Yes ☒ No ☐

B. If there are 100 or more properties within a quarter-mile distance in every direction of the affected street, have you submitted a petition signed by the owners of 20% of such properties? Yes ☐ No ☐ n/a

9. Have the civic, condominium and homeowners' associations of the impacted communities been contacted? Yes ☐ No ☐ n/a

If "Yes," please specify the names of such associations and the results of each community organization's response and attach their correspondence:

10. Have all the residents and/or businesses on the street been contacted? Yes ☒ No ☐

If "No," please submit list of those not contacted and explain attempts to contact them.

If "Yes," please submit the supporting documentation.

Signature of Applicant _____

If Applicant is an organization, signature must be presiding officer

Date of Application _____

APPLICATION FEE

Please attach check in the amount of \$250.00 made payable to:

"The City of Dania Beach"

Applications will not be accepted without Application Fee.

ROD SKIRVIN
President

📍 2850 West State Road 84
Fort Lauderdale, FL 33312

📞 (954) 584-7800

📠 (954) 448-8321

✉️ rskirvin@bcpba.org

🌐 bcpba.org

We Are The Voice
Of Law Enforcement

PAUL SADA
Vice President

📍 2850 West State Road 84
Fort Lauderdale, FL 33312

📞 (954) 584-7800

📠 (407) 704-0303

✉️ psada@bcpba.org

🌐 bcpba.org

We Are The Voice
Of Law Enforcement

DON HUNEKE
Secretary

📍 2850 West State Road 84
Fort Lauderdale, FL 33312

📞 (954) 584-7800

📠 (954) 445-0783

✉️ dhunake@bcpba.org

🌐 bcpba.org

We Are The Voice
Of Law Enforcement

JANET CLARK
Office Manager

📍 2850 West State Road 84
Fort Lauderdale, FL 33312

📞 (954) 584-7800

📠 (954) 388-3882

✉️ jclark@bcpba.org

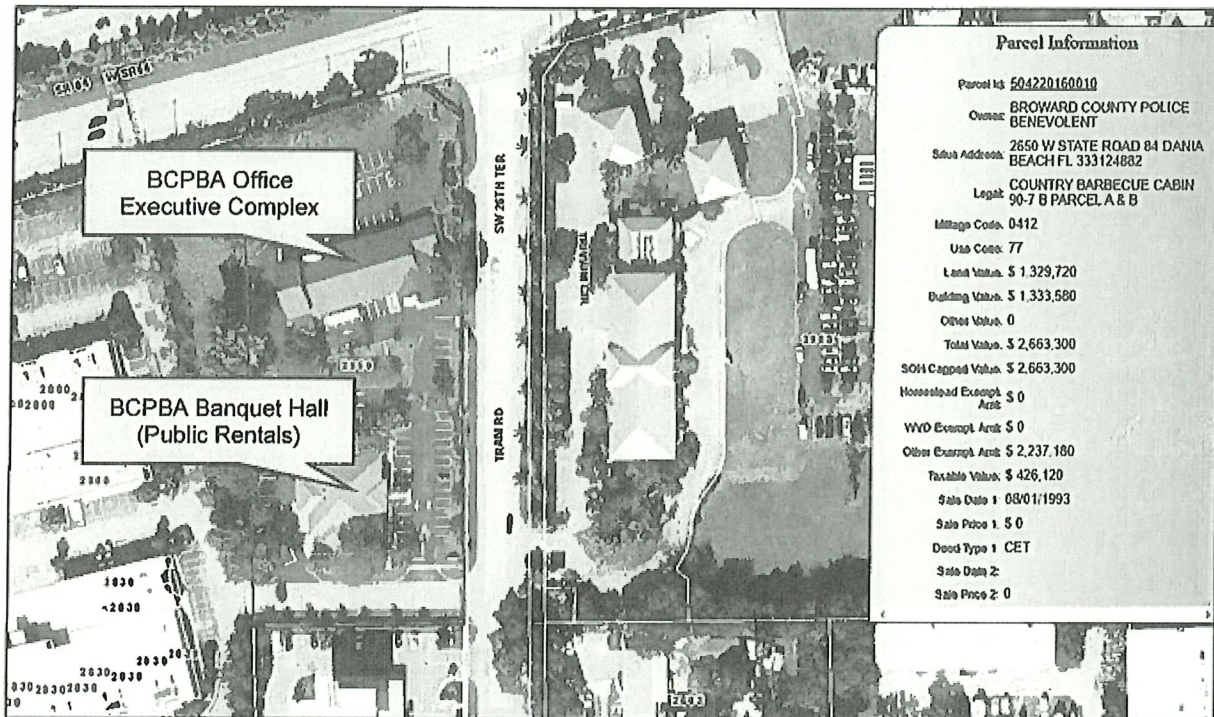
🌐 bcpba.org

We Are The Voice
Of Law Enforcement

BROWARD COUNTY POLICE BENEVOLENT ASSOCIATION



RE: SW 26th TER (Tram Rd) – Roadway Renaming – “PBA MEMORIAL WAY”

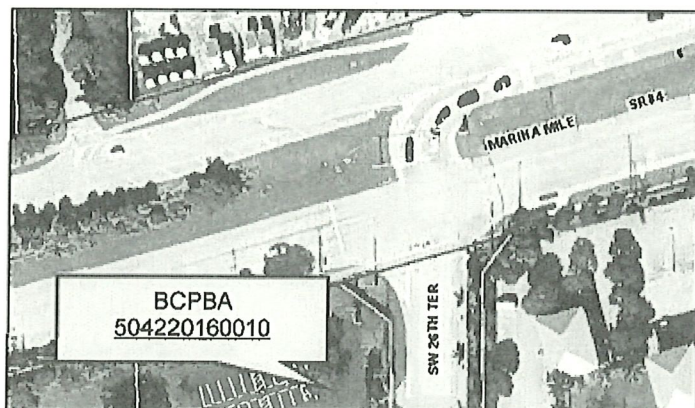


BUSINESS	PARCEL ID	OWNER	SITE
PBA BANQUET HALL	<u>504220160010</u>	BCPBA *AKA: 2901 SW 26 th TER*	2901
AVID HOTEL	<u>504220480010</u>	NOVA PLANTATION HOTELS LLC	3001
FDOT ROW	<u>504220000430</u>	FDOT (5 ABUTTING PARCELS)	3141
KAG, INC.	<u>504220500011</u>	KENAN TRANSPORT COMPANY	3201
HERC RENTALS	<u>504220500013</u>	PRIME REALTY CAPITAL LLC	3251
HERC RENTALS	<u>504220580010</u>	PRIME REALTY CAPITAL LLC	3401
2711 STORAGE LOT	<u>504220350010</u>	RAVENSWOOD LLC (4 ABUTTING)	3500
VACANT CORNER	<u>504220660010</u>	HYDRASOURCE CORP	3851
UTILITY CORNER	<u>504220090090</u>	% BELL SOUTH CORP	3592
ROW / PUBLIC LAND	<u>504220520011</u>	% CITY OF DANIA BEACH	SR 84 TO 36 ST
ROADWAY	<u>504220060250</u>		SW 32 ST
BROWARD COUNTY	<u>504220520040</u>	BOARD OF COMMISSIONERS	3551
	<u>504220120410</u>		AT 3410
	<u>504220120050</u>		AT 3400
	<u>504220060270</u>		AT FDOT 3200-3280
	<u>504220060240</u>		AT FDOT 1595 SITES
	<u>504220060260</u>		AT 2603

BROWARD COUNTY POLICE BENEVOLENT ASSOCIATION



BUSINESS	PARCEL ID	OWNER	SITE
PRIVATE / BUSINESS	<u>504220090030 / 40</u>	KERM ROBERT KEMP TR BUILDING + ADJACENT LOT	3460
SEAGIS / VACANT	<u>504220520010</u>	SPG PORT 95 2 LLC %ONE TOWER BRIDGE	3410
SEAGIS / BLDG. 3	<u>504220120030</u>	SPG PORT 95 2 LLC	3406
SEAGIS / BLDG. 2	<u>504220120020</u>		3402
SEAGIS / BLDG. 1	<u>504220120010</u>		3400
FDOT ROW	<u>504220060183</u> <u>504220130240</u>	FDOT (4 ABUTTING PARCELS) FDOT (5 ABUTTING PARCELS)	3200-3280 1595 / 195 SITES
MORRISON / TENANT "3000 SW 26 TER"	<u>504220060010 / 20</u>	PEARL, DOUGLAS B. - ET AL. BUILDING + STORAGE LOT	2603
FDOT MARINA MILE	<u>504220000730</u>	FDOT ROW: STATE ROAD 84 DANIA BEACH	33312



Mast Arm Intersection

Non-illuminated Signage

Roadway Name:
SW 26th TER

Secondary Name:
"PBA Memorial Way"

Properties that front or back on affected roadway:

Parcel Id: 504220390010

Owner: TRIVIUM HOSPITALITY LLC

Situs Address: 2908-2962 TRIVIUM CIR DANIA
BEACH FL 33312

Parcel Id: 504220520080

Owner: MSG P12 LLC

Situs Address: 3500-3536 SW 30 AVE DANIA
BEACH FL 33312

BROWARD COUNTY POLICE BENEVOLENT ASSOCIATION



April 29, 2025

Affidavit for City of Dania Beach:

On behalf of the Broward County Police Benevolent Association, pursuant to the city code of ordinances, I contacted the businesses on the affected street, seeking support in adding "PBA Memorial Way" as a co-designation to SW 26th Terrace.

On April 29, 2025, I personally gathered signatures for this co-designation petition, which is intended to honor the memory of each fallen officer whose watch ended in Broward County.

Pursuant to City of Dania Beach Code of Ordinances, Sec. 22-7A. Authority of city commission to co-designate roads and streets, etc., Subsection (c) (4), on behalf of the Petitioner, I, Paul Sada, hereby attest and affirm that the signatures collected are the persons located at the commercial properties listed and were signed by that person.

Additionally, the Petitioner mailed a copy of the signature page for each business and the cover letter, in the form attached to this affidavit, to the affected Property Owners' addresses of record on file with the Broward County Property Appraiser and the Florida Division of Corporations.



Paul Sada, Vice President
Broward County PBA

State of Florida
County of Broward

Sworn to and subscribed before me this 29th day of April 2025 by Paul Sada of Broward County Police Benevolent Association, Inc. who is personally known to me.



Notary Public - Janet J. Clark
Commission No. HH533271
My commission expires: May 30, 2028



BROWARD COUNTY POLICE BENEVOLENT ASSOCIATION



April 29, 2025

Dear Property Owner:

I am reaching out to you on behalf of the Broward County Police Benevolent Association. We are a proactive law enforcement labor association joined together with a professional staff that protects the rights and privileges of the individual employee, either as a sworn law enforcement officer (police) or as a civilian employee (support).

We are asking for your support in adding "PBA Memorial Way" as a co-designation to SW 26th Terrace. This proposed name addition is intended to honor the memory of each fallen officer whose watch ended in Broward County. Your support is crucial to the success of this effort.

This co-designation will not cost your business anything, and you will not have to change your address. All this petition does is request a secondary name "PBA Memorial Way" be added to the SW 26th Terrace street signs. The Broward County PBA will be responsible for the costs of replacing the street signs with the new co-designation.

We are currently gathering signatures for a petition to be submitted to the Dania Beach City Commission. Your endorsement would not only help demonstrate community backing but also highlight your support of law enforcement in Broward County by honoring those that made the ultimate sacrifice.

If you would like more information, please feel free to contact me directly at 954-584-7600. I would also be happy to stop by in person at your convenience.

Thank you for considering this request. Your support can make a meaningful difference in bringing this positive change to our neighborhood.

Sincerely,

A handwritten signature in black ink, appearing to read "Rod Skirvin". The signature is stylized with a large, looping initial "R".

Rod Skirvin, President
Broward County PBA

Nova Plantation Hotels LLC
5865 North Point Pkwy - Ste 350
Alpharetta, GA 30022

Nova Plantation Hotels LLC
C/O R/A: Pravin Kotadia
3060 US Highway 19
Holiday, FL 34691

9400150206208001290861
9400150206208001291349

Kenan Transport Company
C/O Amy Lowdermilk
4366 Mount Pleasant ST NW North
Canton, OH 44720-5446

Kenan Transport LLC
C/O R/A: Samantha Debord
4299 Peninsula Pt
Sanford, FL 32711

9400150206208001292179
9400150206208001292391

Prime Realty Capital LLC
12550 Professional Park Dr. #11
Fort Myers, FL 33913

Prime Realty Capital LLC
C/O R/A: John Lomangino
12600 Corporate Lakes Dr - Ste 10
Fort Myers, FL 33913

9400150206208001292766
9400150206208001293008

Ravenswood LLC
PO Box 2342
Jupiter, FL 33468

Ravenswood LLC
C/O R/A: Shawn Snyder
7931 Orange Drive
Davie, FL 33328

9400150206208001293480
9400150206208001293978

Hydrasource Corp
C/O R/A: Henry A. Jurado
2949 Hidden Harbor St
Fort Lauderdale, FL 33312

*FL Div. of Corps: Sunbiz
Same Information*

9400150206208001294487

Kerm Robert Kemp Tr, et al
19100 SW 53 ST
Southwest Ranches, FL 33332

K.Kemp Construction, Inc.
C/O R/A: Kerm Kemp
3460 SW 26th Terrace
Ft. Lauderdale, FL 33312

9400150206208001294777
9400150206208001294968

SPG@Port 95 LLC
% One Tower Bridge
100 Front St. - Ste 350
Conshohocken, PA 19428

SPG Port 95 2 LLC
C/O Seagis - R/A: Lori Cronin
880 SW 145th Avenue - Ste 204
Pembroke Pines, FL 33027

9400150206208001295217
9400150206208001295415

Pearl, Douglas B., et al
2850 Ravenswood Road
Dania Beach, FL 33312-4920

Uniweld International, Inc.
C/O R/A: David S. Pearl II
2850 Ravenswood Road
Fort Lauderdale, FL 33312

✓ 9400150206208001295583
✓ 9400150206208001296054

Form rec'd 05/08/25

Trivium Hospitality LLC
C/O R/A: Hanif Khimani
2460 W. State Road 84
Fort Lauderdale, FL 33312

*FL Div. of Corps: Sunbiz
Same Information*

9400150206208001296245

MSG P12 LLC
16690 Collins Ave - Ste 1004
Sunny Isles Beach, FL 33160

MSG P12 LLC
C/O R/A: Theodore Klein
8030 Peters Rd - Ste D-104
Plantation, FL 33324

9400150206208001297013
9400150206208001297266

BROWARD COUNTY POLICE BENEVOLENT ASSOCIATION



Petition of Property Owners to City of Dania Beach in Support of Roadway Renaming/Codesignation - SW 26th TER to "PBA MEMORIAL WAY"

We, the undersigned property owners or occupants of each parcel of land which fronts on, backs on, or has a mailing address on the affected street in Dania Beach, located in Broward County, Florida, the roadway known as: SW 26th TER, hereby submit signatures in support of the codesignation.

#	Property / Business Owner	Site Address	Authorized Agent	Signature
1	Broward County PBA, Inc. <i>Petitioner</i>	2650 W.SR 84 + dba at 2901 SW 26 th Ter	Rod Skirvin President	<i>[Signature]</i>
2	Nova Plantation Hotels LLC "Avid Hotel"	3001 SW 26 th Ter	<i>ALBO SHAW</i>	<i>[Signature]</i>
3	Kenan Transport Company "KAG, Inc."	3201 SW 26 th Ter	<i>Rock Casanova</i>	<i>[Signature]</i>
4	Prime Realty Capital LLC "Herc Rentals"	3251 SW 26 th Ter 3401 SW 26 th Ter	<i>Patricia Decarlo</i>	<i>[Signature]</i>
5	Ravenswood LLC Storage Lot for 2711 business	3500 SW 26 th Ter		
6	Hydrasource Corp Vacant Corner at SW boundary	3851 SW 26 th Ter		
7	Kerm Robert Kemp Tr "WRK Construction"	3460 SW 26 th Ter	<i>Carol Riska</i>	<i>Carol Riska</i>
8	SPG Port 95 2 LLC "Seagis" C/O One Tower Bridge	3410 SW 26 th Ter 3406 SW 26 th Ter 3402 SW 26 th Ter 3400 SW 26 th Ter		
9	Pearl Douglas B., et al. "Morrison Construction"	2603 SW 31 st ST + dba at 3000 SW 26 th Ter	<i>Cheryl Seager</i>	<i>[Signature]</i>
10	Trivium Hospitality LLC "Trivium Office Suites"	2908-2962 Trivium Cir		
11	MSG P12 LLC "MSG Marina Mile LLC"	3500-3536 SW 30 th Ave		

12 MAXIM CRANE WORKS 3401 SW 26th TER RYAN A. LEE *[Signature]*

The Petitioner/Applicant, Broward County Police Benevolent Association, Inc., shall submit an original copy of this petition to the City Manager's Office as specified in the City of Dania Beach, Code of Ordinances, Chapter 22 "Streets and Sidewalks", Article 1 "In General", Section 22-7A "Authority of City Commission to co-designate roads and streets, etc.

* Paul Sada, VP - site visit (see: Affidavit): Signatures
For Petitioner Collected 6/29/25

BROWARD COUNTY POLICE BENEVOLENT ASSOCIATION



Petition of Property Owners to City of Dania Beach in Support of Roadway Renaming/Codesignation - SW 26th TER to "PBA MEMORIAL WAY"

We, the undersigned property owners or occupants of each parcel of land which fronts on, backs on, or has a mailing address on the affected street in Dania Beach, located in Broward County, Florida, the roadway known as: SW 26th TER, hereby submit signatures in support of the codesignation.

#	Property / Business Owner	Site Address	Authorized Agent	Signature
1	Broward County PBA, Inc. <i>Petitioner</i>	2650 W. SR 84 + dba at 2901 SW 26 th Ter	Rod Skirvin President	
2	Nova Plantation Hotels LLC "Avid Hotel"	3001 SW 26 th Ter	ALLEG SHAW	
3	Kenan Transport Company "KAG, Inc."	3201 SW 26 th Ter	Rock Cresmond	
4	Prime Realty Capital LLC "Herc Rentals"	3251 SW 26 th Ter 3401 SW 26 th Ter	Patricia DeCarlo	
5	Ravenswood LLC Storage Lot for 2711 business	3500 SW 26 th Ter		
6	Hydrasource Corp Vacant Corner at S/W boundary	3851 SW 26 th Ter		
7	Kerm Robert Kemp Tr "WRK Construction"	3460 SW 26 th Ter	Carol Riska	
8	SPG Port 95 2 LLC "Seagis" C/O One Tower Bridge	3410 SW 26 th Ter 3406 SW 26 th Ter 3402 SW 26 th Ter 3400 SW 26 th Ter		
9	Pearl Douglas B., et al. "Morrison Construction"	2603 SW 31 st ST + dba at 3000 SW 26 th Ter	Cheryl Seager	
10	Trivium Hospitality LLC "Trivium Office Suites"	2908-2962 Trivium Cir		
11	MSG P12 LLC "MSG Marina Mile LLC"	3500-3536 SW 30 th Ave		

12 MAXIM CRANE WORKS 3101 SW 26th Ter RYAN A. Loe

The Petitioner/Applicant, Broward County Police Benevolent Association, Inc., shall submit an original copy of this petition to the City Manager's Office as specified in the City of Dania Beach, Code of Ordinances, Chapter 22 "Streets and Sidewalks", Article 1 "In General", Section 22-7A "Authority of City Commission to co-designate roads and streets, etc.

* Paul Sada, VP - site visit (see: Affidavit): Signatures
For Petitioner

Collected 04/29/25

BROWARD COUNTY POLICE BENEVOLENT ASSOCIATION



Petition of Property Owners to City of Dania Beach in Support of Roadway Renaming/Codesignation - SW 26th TER to "PBA MEMORIAL WAY"

The undersigned property owners or occupants of the described parcel of land which fronts on, backs on, or has a mailing address on the affected street in Dania Beach, located in Broward County, Florida, the roadway known as: SW 26th TER, hereby submits its signature in support of the codesignation.

The Petitioner/Applicant, Broward County Police Benevolent Association, Inc., shall submit an original copy of this petition to the City Manager's Office as specified in the City of Dania Beach, Code of Ordinances, Chapter 22 "Streets and Sidewalks", Article 1 "In General", Section 22-7A "Authority of City Commission to co-designate roads and streets, etc.

Site Address	2650 W STATE ROAD 84, DANIA BEACH FL 33312-4882	ID #	5042 20 16 0010
Property Owner	BROWARD COUNTY POLICE BENEVOLENT	Millage	0412
Mailing Address	2650 W STATE ROAD 84 FORT LAUDERDALE FL 33312-4882	Use	77-01
Abbreviated Legal Description	COUNTRY BARBECUE CABIN 90-7 B PARCEL A & B		

DATE SIGNED: 4.28.25

COMPANY: Broward County PBA (Owner / Occupant of Site Address)

PRINTED NAME: Rod Skirvin (Authorized Agent)

POSITION / TITLE: President

SIGNATURE: [Signature]



Site Address	2650 W STATE ROAD 84, DANIA BEACH FL 33312-4882	ID #	5042 20 16 0010
Property Owner	BROWARD COUNTY POLICE BENEVOLENT	Millage	0412
Mailing Address	2650 W STATE ROAD 84 FORT LAUDERDALE FL 33312-4882	Use	77-01
Abbr Legal Description	COUNTRY BARBECUE CABIN 90-7 B PARCEL A & B		

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

* 2025 values are considered "working values" and are subject to change.									
Property Assessment Values									
Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax				
2025*	\$1,994,580	\$1,355,570	\$3,350,150	\$2,929,630					
2024	\$1,329,720	\$1,333,580	\$2,663,300	\$2,663,300	\$20,499.14				
2023	\$1,329,720	\$1,271,030	\$2,600,750	\$2,600,750	\$14,902.57				
2025* Exemptions and Taxable Values by Taxing Authority									
		County	School Board	Municipal	Independent				
Just Value		\$3,350,150	\$3,350,150	\$3,350,150	\$3,350,150				
Portability		0	0	0	0				
Assessed/SOH		\$2,929,630	\$3,350,150	\$2,929,630	\$2,929,630				
Homestead		0	0	0	0				
Add. Homestead		0	0	0	0				
Wid/Vet/Dis		0	0	0	0				
Senior		0	0	0	0				
Exempt Type 91-09		\$2,460,890	\$2,814,130	\$2,460,890	\$2,460,890				
Taxable		\$468,740	\$536,020	\$468,740	\$468,740				
Sales History						Land Calculations			
Date	Type	Price	Book/Page or CIN			Price	Factor	Type	
8/1/1993	CET		21395 / 101			\$18.00	110,810	SF	
						Adj. Bldg. S.F. (Card, Sketch)		16939	
						Eff./Act. Year Built: 1980/1976			
Special Assessments									
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc	
04						DS			
C									
6332						91.5			



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Officer/Registered Agent Name](#) /

Detail by Officer/Registered Agent Name

Florida Not For Profit Corporation

BROWARD COUNTY POLICE BENEVOLENT ASSOCIATION, INC.

Filing Information

Document Number 726941
FEI/EIN Number 59-1475021
Date Filed 07/12/1973
State FL
Status ACTIVE
Last Event REINSTATEMENT
Event Date Filed 10/04/2021

Principal Address

2650 W STATE RD 84
FORT LAUDERDALE, FL 33312

Changed: 04/20/1994

Mailing Address

2650 W STATE RD 84
FORT LAUDERDALE, FL 33312

Changed: 04/20/1994

Registered Agent Name & Address

Skirvin, Rod
2650 W STATE RD 84
FORT LAUDERDALE, FL 33312

Name Changed: 07/11/2023

Address Changed: 01/08/2014

Officer/Director Detail

Name & Address

Title President

Skirvin, Rod
2650 W STATE RD 84
FORT LAUDERDALE, FL 33312

Title VP, Treasurer

Sada, Paul

2650 W STATE RD 84

FORT LAUDERDALE, FL 33312

Title Secretary

HUNEKE, DON

2650 W STATE RD 84

FORT LAUDERDALE, FL 33312

Annual Reports

Report Year	Filed Date
2023	07/11/2023
2024	04/16/2024
2025	01/23/2025

Document Images

01/23/2025 -- ANNUAL REPORT	View image in PDF format
04/16/2024 -- ANNUAL REPORT	View image in PDF format
07/11/2023 -- ANNUAL REPORT	View image in PDF format
07/14/2022 -- ANNUAL REPORT	View image in PDF format
10/04/2021 -- REINSTATEMENT	View image in PDF format
06/19/2020 -- ANNUAL REPORT	View image in PDF format
03/19/2019 -- ANNUAL REPORT	View image in PDF format
03/30/2018 -- ANNUAL REPORT	View image in PDF format
03/15/2017 -- ANNUAL REPORT	View image in PDF format
03/07/2016 -- ANNUAL REPORT	View image in PDF format
01/13/2015 -- ANNUAL REPORT	View image in PDF format
01/08/2014 -- ANNUAL REPORT	View image in PDF format
01/14/2013 -- ANNUAL REPORT	View image in PDF format
01/13/2012 -- ANNUAL REPORT	View image in PDF format
01/20/2011 -- ANNUAL REPORT	View image in PDF format
01/06/2010 -- ANNUAL REPORT	View image in PDF format
01/22/2009 -- ANNUAL REPORT	View image in PDF format
01/21/2008 -- ANNUAL REPORT	View image in PDF format
01/17/2007 -- ANNUAL REPORT	View image in PDF format
01/05/2006 -- ANNUAL REPORT	View image in PDF format
03/23/2005 -- ANNUAL REPORT	View image in PDF format
07/07/2004 -- ANNUAL REPORT	View image in PDF format
04/07/2003 -- ANNUAL REPORT	View image in PDF format
04/07/2002 -- ANNUAL REPORT	View image in PDF format
03/29/2001 -- ANNUAL REPORT	View image in PDF format
03/30/2000 -- ANNUAL REPORT	View image in PDF format
04/26/1999 -- ANNUAL REPORT	View image in PDF format

BROWARD COUNTY POLICE BENEVOLENT ASSOCIATION



Petition of Property Owners to City of Dania Beach in Support of Roadway Renaming/Codesignation - SW 26th TER to "PBA MEMORIAL WAY"

The undersigned property owners or occupants of the described parcel of land which fronts on, backs on, or has a mailing address on the affected street in Dania Beach, located in Broward County, Florida, the roadway known as: SW 26th TER, hereby submits its signature in support of the codesignation.

The Petitioner/Applicant, Broward County Police Benevolent Association, Inc., shall submit an original copy of this petition to the City Manager's Office as specified in the City of Dania Beach, Code of Ordinances, Chapter 22 "Streets and Sidewalks", Article 1 "In General", Section 22-7A "Authority of City Commission to co-designate roads and streets, etc.

Site Address	3001 SW 26 TERRACE, DANIA BEACH FL 33312	ID #	5042 20 48 0010
Property Owner	NOVA PLANTATION HOTELS LLC	Millage	0412
Mailing Address	5865 NORTH POINT PKWY STE 350 ALPHARETTA GA 30022	Use	39-02
Abbreviated Legal Description	RUNWAY LAKES FLL AIRPORT PLAT (PLAT 3) 158-2 B PARCEL A		

DATE SIGNED: 04/29/15

COMPANY: AVIO HOTEL (Owner / Occupant of Site Address)

PRINTED NAME: GREG SHAW (Authorized Agent)

POSITION / TITLE: GENERAL MANAGER

SIGNATURE: [Signature]



MARTY KIARD
BR **WARD**
 COUNTY
 PROPERTY APPRAISER

Site Address	3001 SW 26 TERRACE, DANIA BEACH FL 33312	ID #	5042 20 48 0010
Property Owner	NOVA PLANTATION HOTELS LLC	Millage	0412
Mailing Address	5865 NORTH POINT PKWY STE 350 ALPHARETTA GA 30022	Use	39-02
Abbr Legal Description	RUNWAY LAKES FLL AIRPORT PLAT (PLAT 3) 158-2 B PARCEL A		

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

* 2025 values are considered "working values" and are subject to change.					
Property Assessment Values					
Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2025*	\$1,943,030	\$9,826,160	\$11,769,190	\$11,769,190	
2024	\$1,943,030	\$9,056,970	\$11,000,000	\$11,000,000	\$244,775.79
2023	\$1,942,230	\$9,447,970	\$11,390,200	\$11,390,200	\$253,081.57
2025* Exemptions and Taxable Values by Taxing Authority					
	County	School Board	Municipal	Independent	
Just Value	\$11,769,190	\$11,769,190	\$11,769,190	\$11,769,190	
Portability	0	0	0	0	
Assessed/SOH	\$11,769,190	\$11,769,190	\$11,769,190	\$11,769,190	
Homestead	0	0	0	0	
Add. Homestead	0	0	0	0	
Wid/Vet/Dis	0	0	0	0	
Senior	0	0	0	0	
Exempt Type	0	0	0	0	
Taxable	\$11,769,190	\$11,769,190	\$11,769,190	\$11,769,190	

Sales History				Land Calculations		
Date	Type	Price	Book/Page or CIN	Price	Factor	Type
12/6/2022	DRR-T		118653562	\$27.00	71,564	SF
12/6/2022	SWD-Q	\$12,500,000	118567651	\$27.00	400	OA
6/28/2017	WD-Q	\$1,300,000	114496147			
10/20/2005	DR*	\$1,643,000	40781 / 1439			
7/29/2005	D*	\$2,687,800	40295 / 450			
				Adj. Bldg. S.F. (Card, Sketch)		46347
				Units		101
				Eff./Act. Year Built: 2023/2022		

* Denotes Multi-Parcel Sale (See Deed)

Special Assessments								
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
04						DS		
C								
46347						19.2		



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company
NOVA PLANTATION HOTELS, LLC

Filing Information

Document Number L22000098339
FEI/EIN Number 88-1357424
Date Filed 02/24/2022
State FL
Status ACTIVE
Last Event LC NAME CHANGE
Event Date Filed 07/22/2024
Event Effective Date NONE

Principal Address

1701 NORTH UNIVERSITY DRIVE
PLANTATION, FL 33222

Mailing Address

23446 PERRY KNOLL CT
ALDIE, VA 20105

Changed: 04/04/2024

Registered Agent Name & Address

KOTADIA, PRAVIN
3060 US HIGHWAY 19
HOLIDAY, FL 34691

Authorized Person(s) Detail

Name & Address

Title AMBR

OCTAVE NOVA HOSPITALITY FUND I,
5856 NORTH POINT PKWY SUITE 350
ALPHARETTA, GA 30022

Annual Reports

Report Year	Filed Date
2023	03/28/2023
2024	04/04/2024

2025

01/28/2025

Document Images

<u>01/28/2025 -- ANNUAL REPORT</u>	View image in PDF format
<u>07/22/2024 -- LC Name Change</u>	View image in PDF format
<u>04/04/2024 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/28/2023 -- ANNUAL REPORT</u>	View image in PDF format
<u>10/14/2022 -- LC Amendment and Name Change</u>	View image in PDF format
<u>02/24/2022 -- Florida Limited Liability</u>	View image in PDF format

BROWARD COUNTY POLICE BENEVOLENT ASSOCIATION



Petition of Property Owners to City of Dania Beach in Support of Roadway Renaming/Codesignation - SW 26th TER to "PBA MEMORIAL WAY"

The undersigned property owners or occupants of the described parcel of land which fronts on, backs on, or has a mailing address on the affected street in Dania Beach, located in Broward County, Florida, the roadway known as: SW 26th TER, hereby submits its signature in support of the codesignation.

The Petitioner/Applicant, Broward County Police Benevolent Association, Inc., shall submit an original copy of this petition to the City Manager's Office as specified in the City of Dania Beach, Code of Ordinances, Chapter 22 "Streets and Sidewalks", Article 1 "In General", Section 22-7A "Authority of City Commission to co-designate roads and streets, etc.

Site Address	3201 SW 26 TERRACE, DANIA BEACH FL 33312	ID #	5042 20 50 0011
Property Owner	KENAN TRANSPORT COMPANY	Millage	0412
Mailing Address	% AMY LOWDERMILK 4366 MOUNT PLEASANT ST NW NORTH CANTON OH 44720-5446	Use	48-04

Abbreviated Legal Description	ISGETTES RUNWAY 158-18B PART OF PARCEL A DESC'D AS, COMM AT C/L OF SEC 20, S ALG E/L OF SW 1/4 FOR 739.37 TO PT ON LTD ACCESS LINE FOR I-595 & POB, NWLY 159.37, WLY 10.29, W 248.33, SLY 381.11, ELY 620.10, NLY 273.19 TO S R/W/L OF LTD ACCESS R/W FOR I-595, NWLY ALG SAME 222.97 TO POB, LESS E 27 FOR RD
-------------------------------	--

DATE SIGNED: 4/29/25

COMPANY: KAE Energy (Owner / Occupant of Site Address)

PRINTED NAME: Rick Cresmond (Authorized Agent)

POSITION / TITLE: Terminal Manager

SIGNATURE: [Signature]



MARTY KIARD
BROWARD
 COUNTY
 PROPERTY APPRAISER

3.

Site Address	3201 SW 26 TERRACE, DANIA BEACH FL 33312	ID #	5042 20 50 0011
Property Owner	KENAN TRANSPORT COMPANY	Millage	0412
Mailing Address	% AMY LOWDERMILK 4366 MOUNT PLEASANT ST NW NORTH CANTON OH 44720-5446	Use	48-04
Abbr Legal Description	ISGETTES RUNWAY 158-18B PART OF PARCEL A DESC'D AS, COMM AT C/L OF SEC 20, S ALG E/L OF SW1/4 FOR 739.37 TO PT ON LTD ACCESS LINE FOR I-595 & POB, NWLY 159.37, WLY 10.29, W 248.33, SLY 381.11, ELY 620.10, NLY 273.19 TO S R/W/L OF LTD ACCESS R/W FOR I-595, NWLY ALG SAME 222.97 TO POB, LESS E 27 FOR RD		

RAG INC.
 800.969.5419 (10621.954.583.0997)

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

* 2025 values are considered "working values" and are subject to change.

Property Assessment Values

Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2025*					
2024	\$2,826,690	\$633,840	\$3,460,530	\$3,233,090	\$95,327.46
2023	\$1,508,610	\$1,430,570	\$2,939,180	\$2,939,180	\$75,518.08

2025* Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	\$3,588,820	\$3,588,820	\$3,588,820	\$3,588,820
Portability	0	0	0	0
Assessed/SOH	\$3,556,390	\$3,588,820	\$3,556,390	\$3,556,390
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	\$3,556,390	\$3,588,820	\$3,556,390	\$3,556,390

Sales History

Date	Type	Price	Book/Page or CIN
10/5/1993	WD	\$650,000	21336 / 810

Land Calculations

Price	Factor	Type
\$15.00	188,297	SF
\$0.10	22,370	SF
Adj. Bldg. S.F. (Card, Sketch)		10994
Eff./Act. Year Built: 1996/1995		

Special Assessments

Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
04						DS		
S								
10994						216.8		



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company
KEENAN TRANSPORT, LLC

Filing Information

Document Number	L22000146560
FEI/EIN Number	92-2437016
Date Filed	03/25/2022
Effective Date	03/20/2022
State	FL
Status	ACTIVE

Principal Address

4299 Peninsula Pt
SANFORD, FL 32711

Changed: 10/25/2022

Mailing Address

PO BOX 391090
DELTONA, FL 32739

Changed: 10/25/2022

Registered Agent Name & Address

DEBORD, SAMANTHA
4299 Peninsula Pt
SANFORD, FL 32711

Address Changed: 02/20/2023

Authorized Person(s) Detail

Name & Address

Title MGR

DEBORD, SAMANTHA
4299 Peninsula Pt
SANFORD, FL 32711

Annual Reports

Report Year	Filed Date
-------------	------------

2023	02/20/2023
2024	02/22/2024

Document Images

<u>02/22/2024 -- ANNUAL REPORT</u>	View image in PDF format
--	--

<u>02/20/2023 -- ANNUAL REPORT</u>	View image in PDF format
--	--

<u>03/25/2022 -- Florida Limited Liability</u>	View image in PDF format
--	--

BROWARD COUNTY POLICE BENEVOLENT ASSOCIATION



Petition of Property Owners to City of Dania Beach in Support of Roadway Renaming/Codesignation - SW 26th TER to "PBA MEMORIAL WAY"

The undersigned property owners or occupants of the described parcel of land which fronts on, backs on, or has a mailing address on the affected street in Dania Beach, located in Broward County, Florida, the roadway known as: SW 26th TER, hereby submits its signature in support of the codesignation.

The Petitioner/Applicant, Broward County Police Benevolent Association, Inc., shall submit an original copy of this petition to the City Manager's Office as specified in the City of Dania Beach, Code of Ordinances, Chapter 22 "Streets and Sidewalks", Article 1 "In General", Section 22-7A "Authority of City Commission to co-designate roads and streets, etc.

Site Address	3251 SW 26 TERRACE, DANIA BEACH FL 33312	ID #	5042 20 50 0013
Property Owner	PRIME REALTY CAPITAL LLC • HERC •	Millage	0412
Mailing Address	12550 PROFESSIONAL PARK DR #11 FORT MYERS FL 33913	Use	48-04

Site Address	3401 SW 26 TERRACE, DANIA BEACH FL 33312	ID #	5042 20 58 0010
Property Owner	PRIME REALTY CAPITAL LLC • maxim •	Millage	0412
Mailing Address	12550 PROFESSIONAL PARK DR #11 FORT MYERS FL 33913	Use	48-04

12.

DATE SIGNED: 04/29/25

COMPANY: Herc Beatus (Owner / Occupant of Site Address)

PRINTED NAME: Patrick DeCarb (Authorized Agent)

POSITION / TITLE: Shop Supervisor

SIGNATURE: [Signature]



Site Address	3251 SW 26 TERRACE, DANIA BEACH FL 33312	ID #	5042 20 50 0013
Property Owner	PRIME REALTY CAPITAL LLC	Millage	0412
Mailing Address	12550 PROFESSIONAL PARK DR #11 FORT MYERS FL 33913	Use	48-04
Abbr Legal Description	ISGETTE'S RUNWAY 158-18 B THAT PART OF PAR A INCLUDED WITHIN THE FOLLOWING DESC:BEG NE COR PAR H OF RUNWAY LAKES III 156-44 B,S ALG E/L OF PAR A & H 292.11,W 187.58,W 716.40,NLY 284.18,ELY 903.96 TO POB TOG WITH PAR H RUNWAY LAKES III,LESS PARCEL 6 DESC IN OR 49381/1306		

* 2025 values are considered "working values" and are subject to change.

Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2025*	\$3,899,930	\$4,420,600	\$8,320,530	\$7,170,710	
2024	\$3,899,930	\$3,308,170	\$7,208,100	\$6,518,830	\$152,817.22
2023	\$2,079,960	\$3,846,250	\$5,926,210	\$5,926,210	\$130,059.00

	County	School Board	Municipal	Independent
Just Value	\$8,320,530	\$8,320,530	\$8,320,530	\$8,320,530
Portability	0	0	0	0
Assessed/SOH	\$7,170,710	\$8,320,530	\$7,170,710	\$7,170,710
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	\$7,170,710	\$8,320,530	\$7,170,710	\$7,170,710

Sales History			
Date	Type	Price	Book/Page or CIN
7/30/2014	WD*-E	\$7,500,000	112452630
1/26/2001	SW*	\$1,000,000	31239 / 350

Land Calculations		
Price	Factor	Type
\$15.00	259,995	SF
Adj. Bldg. S.F. (Card, Sketch)		48000
Eff./Act. Year Built: 2003/2002		

Special Assessments								
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
04						DS		
W								
48000						115.8		



MARTY KIARD
BRWARD
 COUNTY
 PROPERTY APPRAISER

4.

Site Address	3401 SW 26 TERRACE, DANIA BEACH FL 33312	ID #	5042 20 58 0010
Property Owner	PRIME REALTY CAPITAL LLC	Millage	0412
Mailing Address	12550 PROFESSIONAL PARK DR #11 FORT MYERS FL 33913	Use	48-04
Abbr Legal Description	DJP AIRPORT WEST PLAT 178-69 B POR OF PAR A AND A POR OF PAR A ISGETTE'S RUNWAY 158-18 B DESC AS: BEGIN NE COR PAR A, S 199.57, SW 199.03, SW 274.97, NE 286.35, SE 125, SW 192.35, SW 105.92, NW 110.23, NW 39.75, NW 464.54, NE 133.90, NW 7.44, NE 187.77, SE 7.11, NE 15 TO POB & TOGETHER WITH PARCEL I OF RAVENSWOOD 26TH AVE FLL AIRPORT PLAT (PLAT 7) 162-9B		

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

* 2025 values are considered "working values" and are subject to change.						
Property Assessment Values						
Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax	
2025*	\$2,849,120	\$1,219,190	\$4,068,310	\$4,068,310		
2024	\$2,849,120	\$1,219,190	\$4,068,310	\$4,068,310	\$83,235.39	
2023	\$3,418,940	\$688,000	\$4,106,940	\$3,659,450	\$78,516.55	
2025* Exemptions and Taxable Values by Taxing Authority						
	County	School Board	Municipal	Independent		
Just Value	\$4,068,310	\$4,068,310	\$4,068,310	\$4,068,310		
Portability	0	0	0	0		
Assessed/SOH	\$4,068,310	\$4,068,310	\$4,068,310	\$4,068,310		
Homestead	0	0	0	0		
Add. Homestead	0	0	0	0		
Wid/Vet/Dis	0	0	0	0		
Senior	0	0	0	0		
Exempt Type	0	0	0	0		
Taxable	\$4,068,310	\$4,068,310	\$4,068,310	\$4,068,310		
Sales History				Land Calculations		
Date	Type	Price	Book/Page or CIN	Price	Factor	Type
4/4/2017	QCD	\$1,150,000	114476304	\$15.00	189,941	SF
7/30/2014	WD*-E	\$7,500,000	112452630			
8/26/2013	SWD-T	\$100	111772408			
12/12/2012	CE*-D	\$4,500,100	49381 / 1306			
3/1/2006	QCD	\$100	41567 / 1925	Adj. Bldg. S.F. (Card, Sketch)		6092
* Denotes Multi-Parcel Sale (See Deed)				Eff./Act. Year Built: 2021/2020		

* Denotes Multi-Parcel Sale (See Deed)

Special Assessments								
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
04						DS		
W								
6092						4.02		



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company
PRIME REALTY CAPITAL, LLC

Filing Information

Document Number	L05000067482
FEI/EIN Number	20-3117096
Date Filed	07/08/2005
State	FL
Status	ACTIVE
Last Event	LC STMNT OF RA/RO CHG
Event Date Filed	11/28/2022
Event Effective Date	NONE

Principal Address

4055 Edison Avenue
Fort Myers, FL 33916

Changed: 07/06/2023

Mailing Address

4055 Edison Avenue
Fort Myers, FL 33916

Changed: 07/06/2023

Registered Agent Name & Address

Lomangino, John P
12600 Corporate Lakes Drive
Suite 10
Fort Myers, FL 33913

Name Changed: 01/29/2024

Address Changed: 01/29/2024

Authorized Person(s) Detail

Name & Address

Title MGR

LOMANGINO, CHARLES
 4055 Edison Avenue
 Fort Myers, FL 33916

Annual Reports

Report Year	Filed Date
2022	04/29/2022
2023	07/06/2023
2024	01/29/2024

Document Images

<u>01/29/2024 -- ANNUAL REPORT</u>	View image in PDF format
<u>07/06/2023 -- ANNUAL REPORT</u>	View image in PDF format
<u>11/28/2022 -- CORLCRACHG</u>	View image in PDF format
<u>04/29/2022 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/30/2021 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/29/2020 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/30/2019 -- ANNUAL REPORT</u>	View image in PDF format
<u>05/31/2018 -- Merger</u>	View image in PDF format
<u>03/03/2018 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/24/2017 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/28/2016 -- ANNUAL REPORT</u>	View image in PDF format
<u>07/17/2015 -- LC Amendment</u>	View image in PDF format
<u>02/09/2015 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/09/2014 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/01/2013 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/14/2012 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/08/2011 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/18/2010 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/29/2009 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/29/2008 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/27/2007 -- ANNUAL REPORT</u>	View image in PDF format
<u>08/18/2006 -- ANNUAL REPORT</u>	View image in PDF format
<u>07/08/2005 -- Florida Limited Liability</u>	View image in PDF format

BROWARD COUNTY POLICE BENEVOLENT ASSOCIATION



Petition of Property Owners to City of Dania Beach in Support of Roadway Renaming/Codesignation - SW 26th TER to "PBA MEMORIAL WAY"

The undersigned property owners or occupants of the described parcel of land which fronts on, backs on, or has a mailing address on the affected street in Dania Beach, located in Broward County, Florida, the roadway known as: SW 26th TER, hereby submits its signature in support of the codesignation.

The Petitioner/Applicant, Broward County Police Benevolent Association, Inc., shall submit an original copy of this petition to the City Manager's Office as specified in the City of Dania Beach, Code of Ordinances, Chapter 22 "Streets and Sidewalks", Article 1 "In General", Section 22-7A "Authority of City Commission to co-designate roads and streets, etc.

Site Address	3500 SW 26 TERRACE, DANIA BEACH FL 33312	ID #	5042 20 35 0010
Property Owner	RAVENSWOOD LLC	Millage	0412
Mailing Address	PO BOX 2342 JUPITER FL 33468	Use	49-03

Parcel Id: 504220000540

Parcel Id: 504220000550

Parcel Id: 504220000561

Doing Business at:

Parcel Id: 504220230010

Owner: RAVENSWOOD LLC

Situs Address: 2711 SW 36 ST DANIA BEACH FL 33312

DATE SIGNED: _____

COMPANY: _____ (Owner / Occupant of Site Address)

PRINTED NAME: _____ (Authorized Agent)

POSITION / TITLE: _____

SIGNATURE: _____

5b.



MARTY KIARD
BROWARD
 COUNTY
 PROPERTY APPRAISER

Site Address	SW 26 TERRACE, DANIA BEACH FL 33312	ID #	5042 20 00 0540
Property Owner	RAVENSWOOD LLC	Millage	0412
Mailing Address	PO BOX 2342 JUPITER FL 33468	Use	49-03
Abbr Legal Description	20-50-42 S 125 OF N 425 OF W1/2 OF SW1/4 OF SW1/4 OF SE1/4 LYING W OF TRAMWAY RD		

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

* 2025 values are considered "working values" and are subject to change.

Property Assessment Values					
Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2025*	\$809,270	\$2,560	\$811,830	\$395,390	
2024	\$786,150	\$2,560	\$788,710	\$359,450	\$10,189.82
2023	\$624,290	\$2,560	\$626,850	\$326,780	\$8,774.50

2025* Exemptions and Taxable Values by Taxing Authority				
	County	School Board	Municipal	Independent
Just Value	\$811,830	\$811,830	\$811,830	\$811,830
Portability	0	0	0	0
Assessed/SOH	\$395,390	\$811,830	\$395,390	\$395,390
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	\$395,390	\$811,830	\$395,390	\$395,390

Sales History				Land Calculations		
Date	Type	Price	Book/Page or CIN	Price	Factor	Type
7/16/1999	QCD	\$46,000	29911 / 1852	\$35.00	23,122	SF
8/1/1983	PRD	\$65,000	11087 / 127			
7/1/1965	WD	\$12,500				
				Adj. Bldg. S.F. (Card, Sketch)		

Special Assessments								
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
04						DS		
A								
53						.7		



Site Address	SW 26 TERRACE, DANIA BEACH FL 33312	ID #	5042 20 00 0561
Property Owner	RAVENSWOOD LLC	Millage	0412
Mailing Address	PO BOX 2342 JUPITER FL 33468	Use	49-03
Abbr Legal Description	20-50-42 N 53 OF S 225 OF SW1/4 OF SW1/4 OF SE1/4 LYING W OF OLD TRAM RD		

* 2025 values are considered "working values" and are subject to change.

2025* Exemptions and Taxable Values by Taxing Authority				
	County	School Board	Municipal	Independent
Just Value	\$344,950	\$344,950	\$344,950	\$344,950
Portability	0	0	0	0
Assessed/SOH	\$310,220	\$344,950	\$310,220	\$310,220
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	\$310,220	\$344,950	\$310,220	\$310,220

Land Calculations		
Price	Factor	Type
\$35.00	9,691	SF
Adj. Bldg. S.F. (Card, Sketch)		

Special Assessments								
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
04						DS		
A								
22						.3		



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company
RAVENSWOOD L.L.C.

Filing Information

Document Number	L99000004058
FEI/EIN Number	59-2176493
Date Filed	07/07/1999
Effective Date	06/29/1999
State	FL
Status	ACTIVE
Last Event	CORPORATE MERGER
Event Date Filed	06/03/2021
Event Effective Date	NONE

Principal Address

8366 Redonda Loop
LAKEWOOD RANCH, FL 34202

Changed: 05/31/2023

Mailing Address

PO BOX 2342
Jupiter, FL 33468

Changed: 05/11/2020

Registered Agent Name & Address

SNYDER, SHAWN C
7931 Orange Drive
Davie, FL 33328

Name Changed: 04/04/2023

Address Changed: 04/04/2023

Authorized Person(s) Detail

Name & Address

Title MGR

HEATON, JAMES L
8366 Redonda Loop
Lakewood Ranch, FL 34202

Title MGR

HEATON, KRISTOPHER
2024 Arbor Mist Drive
Brandon, FL 33510

Annual Reports

Report Year	Filed Date
2023	04/04/2023
2024	04/25/2024
2024	09/20/2024

Document Images

09/20/2024 -- AMENDED ANNUAL REPORT	View image in PDF format
04/25/2024 -- ANNUAL REPORT	View image in PDF format
04/04/2023 -- ANNUAL REPORT	View image in PDF format
04/20/2022 -- ANNUAL REPORT	View image in PDF format
06/03/2021 -- Merger	View image in PDF format
04/21/2021 -- ANNUAL REPORT	View image in PDF format
05/11/2020 -- ANNUAL REPORT	View image in PDF format
03/31/2019 -- ANNUAL REPORT	View image in PDF format
03/06/2018 -- ANNUAL REPORT	View image in PDF format
03/30/2017 -- ANNUAL REPORT	View image in PDF format
02/28/2016 -- ANNUAL REPORT	View image in PDF format
04/18/2015 -- ANNUAL REPORT	View image in PDF format
03/19/2014 -- ANNUAL REPORT	View image in PDF format
04/13/2013 -- ANNUAL REPORT	View image in PDF format
02/20/2012 -- ANNUAL REPORT	View image in PDF format
04/22/2011 -- ANNUAL REPORT	View image in PDF format
03/28/2010 -- ANNUAL REPORT	View image in PDF format
04/23/2009 -- ANNUAL REPORT	View image in PDF format
04/16/2008 -- ANNUAL REPORT	View image in PDF format
04/24/2007 -- ANNUAL REPORT	View image in PDF format
05/24/2006 -- ANNUAL REPORT	View image in PDF format
04/20/2005 -- ANNUAL REPORT	View image in PDF format
04/22/2004 -- ANNUAL REPORT	View image in PDF format
05/02/2003 -- ANNUAL REPORT	View image in PDF format
04/30/2002 -- ANNUAL REPORT	View image in PDF format
08/08/2001 -- ANNUAL REPORT	View image in PDF format
11/17/2000 -- REINSTATEMENT	View image in PDF format
07/07/1999 -- Florida Limited Liabilities	View image in PDF format

BROWARD COUNTY POLICE BENEVOLENT ASSOCIATION



Petition of Property Owners to City of Dania Beach in Support of Roadway Renaming/Codesignation - SW 26th TER to "PBA MEMORIAL WAY"

The undersigned property owners or occupants of the described parcel of land which fronts on, backs on, or has a mailing address on the affected street in Dania Beach, located in Broward County, Florida, the roadway known as: SW 26th TER, hereby submits its signature in support of the codesignation.

The Petitioner/Applicant, Broward County Police Benevolent Association, Inc., shall submit an original copy of this petition to the City Manager's Office as specified in the City of Dania Beach, Code of Ordinances, Chapter 22 "Streets and Sidewalks", Article 1 "In General", Section 22-7A "Authority of City Commission to co-designate roads and streets, etc.

Site Address	3581 SW 26 TERRACE, DANIA BEACH FL 33312	ID #	5042 20 66 0010
Property Owner	HYDRASOURCE CORP	Millage	0412
Mailing Address	2949 HIDDEN HARBOR ST FORT LAUDERDALE FL 33312	Use	40-01
Abbreviated Legal Description	JURADO 183-614 B PARCEL A		

DATE SIGNED: _____

COMPANY: _____ (Owner / Occupant of Site Address)

PRINTED NAME: _____ (Authorized Agent)

POSITION / TITLE: _____

SIGNATURE: _____





Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Profit Corporation
HYDRASOURCE, CORP

Filing Information

Document Number P06000038889
FEI/EIN Number 20-4529223
Date Filed 03/17/2006
State FL
Status ACTIVE

Principal Address

2949 HIDDEN HARBOUR STREET
DANIA BEACH, FL 33312

Changed: 02/06/2018

Mailing Address

2949 HIDDEN HARBOUR STREET
DANIA BEACH, FL 33312

Changed: 02/06/2018

Registered Agent Name & Address

JURADO, HENRY A
2949 HIDDEN HARBOUR
DANIA BEACH, FL 33312

Address Changed: 02/06/2018

Officer/Director Detail

Name & Address

Title P

JURADO, HENRY A
2949 HIDDEN HARBOUR STREET
DANIA BEACH, FL 33312

Annual Reports

Report Year	Filed Date
2023	01/31/2023

6.

2024 01/10/2024
2025 02/14/2025

Document Images

02/14/2025 -- ANNUAL REPORT	View image in PDF format
01/10/2024 -- ANNUAL REPORT	View image in PDF format
01/31/2023 -- ANNUAL REPORT	View image in PDF format
01/25/2022 -- ANNUAL REPORT	View image in PDF format
01/09/2021 -- ANNUAL REPORT	View image in PDF format
01/15/2020 -- ANNUAL REPORT	View image in PDF format
01/29/2019 -- ANNUAL REPORT	View image in PDF format
02/06/2018 -- ANNUAL REPORT	View image in PDF format
01/10/2017 -- ANNUAL REPORT	View image in PDF format
01/15/2016 -- ANNUAL REPORT	View image in PDF format
01/09/2015 -- ANNUAL REPORT	View image in PDF format
01/10/2014 -- ANNUAL REPORT	View image in PDF format
01/29/2013 -- ANNUAL REPORT	View image in PDF format
01/06/2012 -- ANNUAL REPORT	View image in PDF format
02/25/2011 -- ANNUAL REPORT	View image in PDF format
01/09/2010 -- ANNUAL REPORT	View image in PDF format
01/19/2009 -- ANNUAL REPORT	View image in PDF format
02/19/2008 -- ANNUAL REPORT	View image in PDF format
02/22/2007 -- ANNUAL REPORT	View image in PDF format
03/17/2006 -- Domestic Profit	View image in PDF format

BROWARD COUNTY POLICE BENEVOLENT ASSOCIATION



Petition of Property Owners to City of Dania Beach in Support of Roadway Renaming/Codesignation - SW 26th TER to "PBA MEMORIAL WAY"

The undersigned property owners or occupants of the described parcel of land which fronts on, backs on, or has a mailing address on the affected street in Dania Beach, located in Broward County, Florida, the roadway known as: SW 26th TER, hereby submits its signature in support of the codesignation.

The Petitioner/Applicant, Broward County Police Benevolent Association, Inc., shall submit an original copy of this petition to the City Manager's Office as specified in the City of Dania Beach, Code of Ordinances, Chapter 22 "Streets and Sidewalks", Article 1 "In General", Section 22-7A "Authority of City Commission to co-designate roads and streets, etc.

Site Address	3460 SW 26 TERRACE, DANIA BEACH FL 33312	ID #	5042 20 09 0030
Property Owner	KERM ROBERT KEMP TR KEMP, KERM ROBERT TRSTEE ETAL	Millage	0412
Mailing Address	19100 SW 53 ST SOUTHWEST RANCHES FL 33332	Use	48-01

Site Address	SW 26 TERRACE, DANIA BEACH FL 33312	ID #	5042 20 09 0040
Property Owner	KERM ROBERT KEMP TR KEMP, KERM ROBERT TRSTEE ETAL	Millage	0412
Mailing Address	19100 SW 53 ST SOUTHWEST RANCHES FL 33332	Use	28-01

DATE SIGNED: 4.29.25

COMPANY: W. Kemp Const. (Owner / Occupant of Site Address)

PRINTED NAME: Carol Riska (Authorized Agent)

POSITION / TITLE: Off Mgr.

SIGNATURE: Carol A. Riska



MARTY KIAR
BROWARD
COUNTY
PROPERTY APPRAISER

7b.

Site Address	SW 26 TERRACE, DANIA BEACH FL 33312	ID #	5042 20 09 0040
Property Owner	KERM ROBERT KEMP TR KEMP, KERM ROBERT TRSTEE ETAL	Millage	0412
Mailing Address	19100 SW 53 ST SOUTHWEST RANCHES FL 33332	Use	28-01
Abbr Legal Description	LAKEVIEW VILLAGE 40-45 B LOT 3 LESS W 15 FOR RD		

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

* 2025 values are considered "working values" and are subject to change.

Property Assessment Values					
Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2025*	\$151,980	\$7,850	\$159,830	\$108,870	
2024	\$113,990	\$14,000	\$127,990	\$98,980	\$2,232.16
2023	\$75,990	\$14,000	\$89,990	\$89,990	\$1,871.84

2025* Exemptions and Taxable Values by Taxing Authority				
	County	School Board	Municipal	Independent
Just Value	\$159,830	\$159,830	\$159,830	\$159,830
Portability	0	0	0	0
Assessed/SOH	\$108,870	\$159,830	\$108,870	\$108,870
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	\$108,870	\$159,830	\$108,870	\$108,870

Sales History			
Date	Type	Price	Book/Page or CIN
12/16/2014	QCD-T	\$100	112740334
9/23/2005	WD	\$100	41078 / 1373
4/1/1992	D		19459 / 269
3/1/1989	WD	\$87,000	
6/1/1979	WD	\$40,000	

Land Calculations		
Price	Factor	Type
\$20.00	7,599	SF
Adj. Bldg. S.F. (Card, Sketch)		

Special Assessments								
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
04						DS		
A								
17						.2		



Department of State / Division of Corporations / Search Records / Search by Officer/Registered Agent Name /

Detail by Officer/Registered Agent Name

Florida Profit Corporation

K. KEMP CONSTRUCTION INC.

Filing Information

Document Number	P23000048748
FEI/EIN Number	93-2222383
Date Filed	06/27/2023
Effective Date	06/23/2023
State	FL
Status	ACTIVE

Principal Address

3460 SW 26 TERRACE
FT LAUDERDALE, FL 33312

Mailing Address

3460 SW 26 TERRACE
FT LAUDERDALE, FL 33312

Registered Agent Name & Address

KEMP, KERM
3460 SW 26 TERRACE
FT LAUDERDALE, FL 33312

Officer/Director Detail

Name & Address

Title P

KEMP, KERM
3460 SW 26 TERRACE
FT LAUDERDALE, FL 33312

Annual Reports

Report Year	Filed Date
2024	02/15/2024
2025	03/20/2025

Document Images

03/20/2025 -- ANNUAL REPORT

[View image in PDF format](#)

[02/15/2024 -- ANNUAL REPORT](#)

[View image in PDF format](#)

[06/27/2023 -- Domestic Profit](#)

[View image in PDF format](#)

7.212

2025 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# 565408

Entity Name: W. KEMP CONSTRUCTION, INC.

alternate
Corp

Current Principal Place of Business:

3460 SW 26TH TERR.
FT. LAUDERDALE, FL 33312

Current Mailing Address:

3460 SW 26TH TERR.
FT. LAUDERDALE, FL 33312

FEI Number: 59-1799416

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

KEMP, KERM
19100 SW 53RD ST
FT. LAUDERDALE, FL 33332 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title VP
Name KEMP, WALLACE
Address 2641 SW 52ND ST.
City-State-Zip: FT. LAUDERDALE FL

Title PD
Name KEMP, KERM
Address 19100 SW 53RD ST
City-State-Zip: FT. LAUDERDALE FL

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath, that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes, and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: KERM KEMP

PRESIDENT

02/06/2025

Electronic Signature of Signing Officer/Director Detail

Date

BROWARD COUNTY POLICE BENEVOLENT ASSOCIATION



Petition of Property Owners to City of Dania Beach in Support of Roadway Renaming/Codesignation - SW 26th TER to "PBA MEMORIAL WAY"

The undersigned property owners or occupants of the described parcel of land which fronts on, backs on, or has a mailing address on the affected street in Dania Beach, located in Broward County, Florida, the roadway known as: SW 26th TER, hereby submits its signature in support of the codesignation.

The Petitioner/Applicant, Broward County Police Benevolent Association, Inc., shall submit an original copy of this petition to the City Manager's Office as specified in the City of Dania Beach, Code of Ordinances, Chapter 22 "Streets and Sidewalks", Article 1 "In General", Section 22-7A "Authority of City Commission to co-designate roads and streets, etc.

Site Address	3400 SW 26 TERRACE, DANIA BEACH FL 33312
Property Owner	SPG@PORT 95 LLC
Mailing Address	% ONE TOWER BRIDGE 100 FRONT ST STE 350 CONSHOCKEN PA 19428

ID #	5042 20 12 0010
Millage	0412
Use	48-09

Site Address	3410 SW 26 TERRACE, DANIA BEACH FL 33312
Property Owner	SPG PORT 95 2 LLC
Mailing Address	%ONE TOWER BRIDGE 100 FRONT ST STE 350 CONSHOCKEN PA 19428

ID #	5042 20 52 0010
Millage	0412
Use	40-01

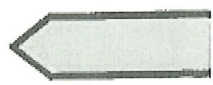
DATE SIGNED: _____

COMPANY: _____ (Owner / Occupant of Site Address)

PRINTED NAME: _____ (Authorized Agent)

POSITION / TITLE: _____

SIGNATURE: _____





82

Site Address	3410 SW 26 TERRACE, DANIA BEACH FL 33312	ID #	5042 20 52 0010
Property Owner	SPG PORT 95 2 LLC	Millage	0412
Mailing Address	%ONE TOWER BRIDGE 100 FRONT ST STE 350 CONSHOHOCKEN PA 19428	Use	40-01
Abbr Legal Description	RAVENSWOOD 26TH AVE FLL AIRPORT PLAT (PLAT 7) 162-9 B PARCEL A		

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

* 2025 values are considered "working values" and are subject to change.						
Property Assessment Values						
Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax	
2025*	\$1,522,220		\$1,522,220	\$1,420,870		
2024	\$1,478,730		\$1,478,730	\$1,291,700	\$27,594.39	
2023	\$1,174,280		\$1,174,280	\$1,174,280	\$24,241.28	
2025* Exemptions and Taxable Values by Taxing Authority						
	County	School Board	Municipal	Independent		
Just Value	\$1,522,220	\$1,522,220	\$1,522,220	\$1,522,220		
Portability	0	0	0	0		
Assessed/SOH	\$1,420,870	\$1,522,220	\$1,420,870	\$1,420,870		
Homestead	0	0	0	0		
Add. Homestead	0	0	0	0		
Wid/Vet/Dis	0	0	0	0		
Senior	0	0	0	0		
Exempt Type	0	0	0	0		
Taxable	\$1,420,870	\$1,522,220	\$1,420,870	\$1,420,870		
Sales History				Land Calculations		
Date	Type	Price	Book/Page or CIN	Price	Factor	Type
7/18/2022	DR*-T	\$100	118282358	\$35.00	43,492	SF
2/23/2022	WD*-T	\$100	117960785			
2/1/2022	QCD-D	\$2,000,000	117930787			
				Adj. Bldg. S.F.		

* Denotes Multi-Parcel Sale (See Deed)

[illegible]



8h.

Site Address	3400 SW 26 TERRACE, DANIA BEACH FL 33312	ID #	5042 20 12 0010
Property Owner	SPG@PORT 95 LLC	Millage	0412
Mailing Address	% ONE TOWER BRIDGE 100 FRONT ST STE 350 CONSHOHOCKEN PA 19428	Use	48-09
Abbr Legal Description	LAKEVIEW VILLAGE ADD 47-32 B LOTS 7 THRU 12; LOT 19 THRU 21 OF BLK 1; LOTS 4, 5 & 6 OF BLK 3 & PORTIONS SW 34 ST (VACATED) & SW 26 AVE (VACATED) ADJ THERETO; LESS W 15 AKA: BLDG A PHASE I		

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

* 2025 values are considered "working values" and are subject to change.					
Property Assessment Values					
Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2025*	\$1,875,950	\$5,347,520	\$7,223,470	\$6,716,990	
2024	\$1,875,950	\$4,230,410	\$6,106,360	\$6,106,360	\$144,078.43
2023	\$2,188,600	\$3,850,600	\$6,039,200	\$5,932,590	\$132,877.34
2025* Exemptions and Taxable Values by Taxing Authority					
	County	School Board	Municipal	Independent	
Just Value	\$7,223,470	\$7,223,470	\$7,223,470	\$7,223,470	
Portability	0	0	0	0	
Assessed/SOH	\$6,716,990	\$7,223,470	\$6,716,990	\$6,716,990	
Homestead	0	0	0	0	
Add. Homestead	0	0	0	0	
Wid/Vet/Dis	0	0	0	0	
Senior	0	0	0	0	
Exempt Type	0	0	0	0	
Taxable	\$6,716,990	\$7,223,470	\$6,716,990	\$6,716,990	

Sales History				Land Calculations		
Date	Type	Price	Book/Page or CIN	Price	Factor	Type
6/22/2021	SW*-E	\$24,585,000	117379325	\$15.00	125,063	SF
12/29/1986	WD*-E	\$1,450,000	14035 / 725			
				Adj. Bldg. S.F. (Card, Sketch)		37868
* Denotes Multi-Parcel Sale (See Deed)				Eff./Act. Year Built: 1993/1992		

* Denotes Multi-Parcel Sale (See Deed)

Special Assessments								
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
04						DS		
W								
37868						153.9		



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Foreign Limited Liability Company

SPG PORT 95 2 LLC

Filing Information

Document Number M22000002070

FE/EIN Number 88-0655939

Date Filed 02/09/2022

State DE

Status ACTIVE

Principal Address

100 FRONT STREET, SUITE 1100
CONSHOHOCKEN, PA 19428

Changed: 03/20/2025

Mailing Address

100 FRONT STREET, SUITE 1100
CONSHOHOCKEN, PA 19428

Changed: 03/20/2025

Registered Agent Name & Address

Cronin, Lori A.
880 S.W. 145th Avenue
C/O Seagis Property Group
Suite 204
Pembroke Pines, FL 33027

Name Changed: 03/26/2024

Address Changed: 03/26/2024

Authorized Person(s) Detail

Name & Address

Title MBR

SEAGIS PROPERTY GROUP LP
100 FRONT STREET, SUITE 1100
CONSHOHOCKEN, PA 19428

Title P

BEIGER, JOHN
100 FRONT STREET, SUITE 1100
CONSHOHOCKEN, PA 19428

Title ST

MCKENNA, TIMOTHY E
100 FRONT STREET, SUITE 1100
CONSHOHOCKEN, PA 19428

Title VP

CROVO, PETER
100 FRONT STREET, SUITE 1100
CONSHOHOCKEN, PA 19428

Title VP

PLOURDE, ERIN
100 FRONT STREET, SUITE 1100
CONSHOHOCKEN, PA 19428

Annual Reports

Report Year	Filed Date
2023	03/16/2023
2024	03/26/2024
2025	03/20/2025

Document Images

03/20/2025 -- ANNUAL REPORT	View image in PDF format
03/26/2024 -- ANNUAL REPORT	View image in PDF format
03/16/2023 -- ANNUAL REPORT	View image in PDF format
02/09/2022 -- Foreign Limited	View image in PDF format

BROWARD COUNTY POLICE BENEVOLENT ASSOCIATION



Petition of Property Owners to City of Dania Beach in Support of Roadway Renaming/Codesignation - SW 26th TER to "PBA MEMORIAL WAY"

The undersigned property owners or occupants of the described parcel of land which fronts on, backs on, or has a mailing address on the affected street in Dania Beach, located in Broward County, Florida, the roadway known as: SW 26th TER, hereby submits its signature in support of the codesignation.

The Petitioner/Applicant, Broward County Police Benevolent Association, Inc., shall submit an original copy of this petition to the City Manager's Office as specified in the City of Dania Beach, Code of Ordinances, Chapter 22 "Streets and Sidewalks", Article 1 "In General", Section 22-7A "Authority of City Commission to co-designate roads and streets, etc.

3000 SW 26th TER RACE

Site Address	2803 SW 31 STREET, DANIA BEACH FL 33312
Property Owner	PEARL, DOUGLAS B & PEARL, DAVID S II & PEARL, J E
Mailing Address	2850 RAVENSWOOD ROAD DANIA BEACH FL 33312-4920

ID #	5042 20 06 0010
Millage	0412
Use	17-06

Site Address	2602 SW 31 STREET, DANIA BEACH FL 33312
Property Owner	PEARL, DOUGLAS B & PEARL, DAVID S II & PEARL, J E
Mailing Address	2850 RAVENSWOOD ROAD DANIA BEACH FL 33312-4920

ID #	5042 20 06 0020
Millage	0412
Use	40-01

DATE SIGNED: 04/24/25

COMPANY: PEARL / MORRISON CONTRACTORS (Owner / Occupant of Site Address)

PRINTED NAME: Cheryl Seagr (Authorized Agent)

POSITION / TITLE: General Manager

SIGNATURE: Cheryl Seagr

BROWARD COUNTY POLICE BENEVOLENT ASSOCIATION



Petition of Property Owners to City of Dania Beach in Support of Roadway Renaming/Codesignation - SW 26th TER to "PBA MEMORIAL WAY"

The undersigned property owners or occupants of the described parcel of land which fronts on, backs on, or has a mailing address on the affected street in Dania Beach, located in Broward County, Florida, the roadway known as: SW 26th TER, hereby submits its signature in support of the codesignation.

The Petitioner/Applicant, Broward County Police Benevolent Association, Inc., shall submit an original copy of this petition to the City Manager's Office as specified in the City of Dania Beach, Code of Ordinances, Chapter 22 "Streets and Sidewalks", Article 1 "In General", Section 22-7A "Authority of City Commission to co-designate roads and streets, etc.

Site Address	2603 SW 31 STREET, DANIA BEACH FL 33312	ID #	5042 20 06 0010
Property Owner	PEARL, DOUGLAS B & PEARL, DAVID S II & PEARL, J E	Millage	0412
Mailing Address	2850 RAVENSWOOD ROAD DANIA BEACH FL 33312-4920	Use	17-06

Site Address	2602 SW 31 STREET, DANIA BEACH FL 33312	ID #	5042 20 06 0020
Property Owner	PEARL, DOUGLAS B & PEARL, DAVID S II & PEARL, J E	Millage	0412
Mailing Address	2850 RAVENSWOOD ROAD DANIA BEACH FL 33312-4920	Use	40-01

DATE SIGNED: May 6, 2025

COMPANY: As Listed Above (Owner / Occupant of Site Address)

PRINTED NAME: DAVID S. PEARL II (Authorized Agent)

POSITION / TITLE: OWNER

SIGNATURE: David S Pearl II



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Street Address](#) /

Detail by Street Address

Florida Profit Corporation
UNIWELD INTERNATIONAL, INC.

Filing Information

Document Number	F60090
FEI/EIN Number	65-0185201
Date Filed	12/29/1981
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	05/24/1990

Principal Address

2850 RAVENSWOOD ROAD
FT. LAUDERDALE, FL 33312-4920

Changed: 04/07/2009

Mailing Address

2850 RAVENSWOOD ROAD
FT. LAUDERDALE, FL 33312-4920

Changed: 04/07/2009

Registered Agent Name & Address

PEARL II, DAVID S.
2850 RAVENSWOOD RD.
FT. LAUDERDALE, FL 33312

Name Changed: 01/25/2016

Address Changed: 06/21/1985

Officer/Director Detail

Name & Address

Title President, Director

PEARL, DAVID S, II
2850 RAVENSWOOD RD.
FT. LAUDERDALE, FL 33312

Title VP, Director

PEARL, DOUGLAS B
2850 RAVENSWOOD RD
FT. LAUDERDALE, FL 33312

Annual Reports

Report Year	Filed Date
2023	01/23/2023
2024	01/05/2024
2025	01/14/2025

Document Images

01/14/2025 -- ANNUAL REPORT	View image in PDF format
01/05/2024 -- ANNUAL REPORT	View image in PDF format
01/23/2023 -- ANNUAL REPORT	View image in PDF format
02/01/2022 -- ANNUAL REPORT	View image in PDF format
01/12/2021 -- ANNUAL REPORT	View image in PDF format
01/14/2020 -- ANNUAL REPORT	View image in PDF format
02/18/2019 -- ANNUAL REPORT	View image in PDF format
01/12/2018 -- ANNUAL REPORT	View image in PDF format
01/12/2017 -- ANNUAL REPORT	View image in PDF format
01/25/2016 -- ANNUAL REPORT	View image in PDF format
01/13/2015 -- ANNUAL REPORT	View image in PDF format
01/10/2014 -- ANNUAL REPORT	View image in PDF format
02/20/2013 -- ANNUAL REPORT	View image in PDF format
02/16/2012 -- ANNUAL REPORT	View image in PDF format
01/21/2011 -- ANNUAL REPORT	View image in PDF format
01/20/2010 -- ANNUAL REPORT	View image in PDF format
04/07/2009 -- ANNUAL REPORT	View image in PDF format
04/04/2008 -- ANNUAL REPORT	View image in PDF format
04/17/2007 -- ANNUAL REPORT	View image in PDF format
04/24/2006 -- ANNUAL REPORT	View image in PDF format
04/29/2005 -- ANNUAL REPORT	View image in PDF format
04/23/2004 -- ANNUAL REPORT	View image in PDF format
04/30/2003 -- ANNUAL REPORT	View image in PDF format
05/14/2002 -- ANNUAL REPORT	View image in PDF format
04/16/2001 -- ANNUAL REPORT	View image in PDF format
04/19/2000 -- ANNUAL REPORT	View image in PDF format
04/15/1999 -- ANNUAL REPORT	View image in PDF format
04/28/1998 -- ANNUAL REPORT	View image in PDF format
04/25/1997 -- ANNUAL REPORT	View image in PDF format
04/25/1996 -- ANNUAL REPORT	View image in PDF format
05/01/1995 -- ANNUAL REPORT	View image in PDF format

BROWARD COUNTY POLICE BENEVOLENT ASSOCIATION



Petition of Property Owners to City of Dania Beach in Support of Roadway Renaming/Codesignation - SW 26th TER to "PBA MEMORIAL WAY"

The undersigned property owners or occupants of the described parcel of land which fronts on, backs on, or has a mailing address on the affected street in Dania Beach, located in Broward County, Florida, the roadway known as: SW 26th TER, hereby submits its signature in support of the codesignation.

The Petitioner/Applicant, Broward County Police Benevolent Association, Inc., shall submit an original copy of this petition to the City Manager's Office as specified in the City of Dania Beach, Code of Ordinances, Chapter 22 "Streets and Sidewalks", Article 1 "In General", Section 22-7A "Authority of City Commission to co-designate roads and streets, etc.

Site Address	2908-2962 TRIVIUM CIRCLE, DANIA BEACH FL 33312	ID #	5042 20 39 0010
Property Owner	TRIVIUM HOSPITALITY LLC	Millage	0412
Mailing Address	2460 W STATE ROAD 84 FORT LAUDERDALE FL 33312	Use	28-01

DATE SIGNED: _____

COMPANY: _____ (Owner / Occupant of Site Address)

PRINTED NAME: _____ (Authorized Agent)

POSITION / TITLE: _____

SIGNATURE: _____





MARTY KIARD
BROWARD
 COUNTY
 PROPERTY APPRAISER

Site Address	2908-2962 TRIVIUM CIRCLE, DANIA BEACH FL 33312	ID #	5042 20 39 0010
Property Owner	TRIVIUM HOSPITALITY LLC	Millage	0412
Mailing Address	2460 W STATE ROAD 84 FORT LAUDERDALE FL 33312	Use	28-01
Abbr Legal Description	84/95 PLAT 142-12 B PORTION OF PAR A DESC AS: BEG NE COR PAR A, S 670.24, W 227.55, N 41.55, NW 13.55, NLY 3.83 TO P/R/C NLY 36.01 TO P/R/C, NELY 52.89, NELY 35.17, N 191.49, NELY 57.69, NW 24.32, ELY 9.17, E 6.80, NELY 23.56, NE 8.44, NLY 12.56, N 31.99, NLY 13.75, NW 3.59, NE 11.59, NW 135.01, NE 141.95 TO POB		

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

* 2025 values are considered "working values" and are subject to change.

Property Assessment Values					
Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2025*	\$2,210,200	\$68,000	\$2,278,200	\$1,855,560	
2024	\$1,989,180	\$68,000	\$2,057,180	\$1,686,880	\$37,520.00
2023	\$1,989,180	\$68,000	\$2,057,180	\$1,533,530	\$35,492.41

2025* Exemptions and Taxable Values by Taxing Authority				
	County	School Board	Municipal	Independent
Just Value	\$2,278,200	\$2,278,200	\$2,278,200	\$2,278,200
Portability	0	0	0	0
Assessed/SOH	\$1,855,560	\$2,278,200	\$1,855,560	\$1,855,560
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	\$1,855,560	\$2,278,200	\$1,855,560	\$1,855,560

Sales History				Land Calculations		
Date	Type	Price	Book/Page or CIN	Price	Factor	Type
12/20/2018	WD-D	\$1,800,000	115526604	\$20.00	110,510	SF
11/28/2012	CET-T	\$100	49360 / 1044			
7/16/2009	TCD-T		46385 / 448			
1/24/2006	WD	\$2,062,000	41403 / 1587			
11/13/2001	WD	\$1,100,000	32378 / 1525			
				Adj. Bldg. S.F. (Card, Sketch)		

Special Assessments								
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
04						DS		
A								
254						6		



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company
TRIVIUM HOSPITALITY, LLC

Filing Information

Document Number	L18000247088
FEI/EIN Number	N/A
Date Filed	10/22/2018
Effective Date	10/22/2018
State	FL
Status	ACTIVE

Principal Address

2460 W. STATE ROAD 84
FORT LAUDERDALE, FL 33312

Mailing Address

2460 W. STATE ROAD 84
FORT LAUDERDALE, FL 33312

Registered Agent Name & Address

KHIMANI, HANIF
2460 W. STATE ROAD 84
FORT LAUDERDALE, FL 33312

Authorized Person(s) Detail

Name & Address

Title MGR

KHIMANI, HANIF
2460 W. STATE ROAD 84
FORT LAUDERDALE, FL 33312

Annual Reports

Report Year	Filed Date
2023	01/22/2023
2024	02/01/2024
2025	01/06/2025

Document Images

01/06/2025 -- ANNUAL REPORT	View image in PDF format
02/01/2024 -- ANNUAL REPORT	View image in PDF format
01/22/2023 -- ANNUAL REPORT	View image in PDF format
01/27/2022 -- ANNUAL REPORT	View image in PDF format
01/09/2021 -- ANNUAL REPORT	View image in PDF format
01/17/2020 -- ANNUAL REPORT	View image in PDF format
02/09/2019 -- ANNUAL REPORT	View image in PDF format
10/22/2018 -- Florida Limited Liability	View image in PDF format

BROWARD COUNTY POLICE BENEVOLENT ASSOCIATION



Petition of Property Owners to City of Dania Beach in Support of Roadway Renaming/Codesignation - SW 26th TER to "PBA MEMORIAL WAY"

The undersigned property owners or occupants of the described parcel of land which fronts on, backs on, or has a mailing address on the affected street in Dania Beach, located in Broward County, Florida, the roadway known as: SW 26th TER, hereby submits its signature in support of the codesignation.

The Petitioner/Applicant, Broward County Police Benevolent Association, Inc., shall submit an original copy of this petition to the City Manager's Office as specified in the City of Dania Beach, Code of Ordinances, Chapter 22 "Streets and Sidewalks", Article 1 "In General", Section 22-7A "Authority of City Commission to co-designate roads and streets, etc.

Site Address	3500-3536 SW 30 AVENUE, DANIA BEACH FL 33312	ID #	5042 20 52 0080
Property Owner	MSG P12 LLC	Millage	0412
Mailing Address	16690 COLLINS AVE STE 1004 SUNNY ISLES BEACH FL 33160	Use	48-09

Abbreviated Legal Description	RAVENSWOOD 26TH AVE FLL AIRPORT PLAT (PLAT 7) 162-9 B PARCEL H TOG/W POR PARCEL A DJP AIRPORT WEST PLAT 178-69 B DESC AS: COMM SW COR OF SAID PAR A, E 873.09 TO POB, CONT E 246.75, S 62.28, NWLY 255.03 TO POB TOG/W POR OF SE1/4 OF SW1/4 OF SEC 20-50-42 DESC AS BEG NW COR SAID PAR H, SLY 280.95.W 40.03, NLY 280.89, E 40.03 TO POB
--------------------------------------	--

DATE SIGNED: _____

COMPANY: _____ (Owner / Occupant of Site Address)

PRINTED NAME: _____ (Authorized Agent)

POSITION / TITLE: _____

SIGNATURE: _____





[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company

MSG P12 LLC

Filing Information

Document Number	L18000256817
FEI/EIN Number	83-2478518
Date Filed	11/05/2018
State	FL
Status	ACTIVE
Last Event	CORPORATE MERGER
Event Date Filed	10/21/2021
Event Effective Date	NONE

Principal Address

16690 Collins Avenue
Suite 1004
Sunny Isles Beach, FL 33160

Changed: 04/15/2021

Mailing Address

16690 Collins Avenue
Suite 1004
Sunny Isles Beach, FL 33160

Changed: 04/15/2021

Registered Agent Name & Address

KLEIN, THEODORE J.
8030 PETERS RD STE D-104
PLANTATION, FL 33324

Name Changed: 03/25/2019

Authorized Person(s) Detail

Name & Address

Title MGR

GILINSKI, SAUL
16690 Collins Avenue
Suite 1004
Sunny Isles Beach, FL 33160

Annual Reports

Report Year	Filed Date
2022	04/21/2022
2023	02/08/2023
2024	04/23/2024

Document Images

<u>04/23/2024 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/08/2023 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/21/2022 -- ANNUAL REPORT</u>	View image in PDF format
<u>10/21/2021 -- Merger</u>	View image in PDF format
<u>04/15/2021 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/25/2020 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/25/2019 -- ANNUAL REPORT</u>	View image in PDF format
<u>11/05/2018 -- Florida Limited Liability</u>	View image in PDF format



Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Not For Profit Corporation

BROWARD COUNTY POLICE BENEVOLENT ASSOCIATION, INC.

Filing Information

Document Number 726941
FEI/EIN Number 59-1475021
Date Filed 07/12/1973
State FL
Status ACTIVE
Last Event REINSTATEMENT
Event Date Filed 10/04/2021

Principal Address

2650 W STATE RD 84
FORT LAUDERDALE, FL 33312

Changed: 04/20/1994

Mailing Address

2650 W STATE RD 84
FORT LAUDERDALE, FL 33312

Changed: 04/20/1994

Registered Agent Name & Address

Skirvin, Rod
2650 W STATE RD 84
FORT LAUDERDALE, FL 33312

Name Changed: 07/11/2023

Address Changed: 01/08/2014

Officer/Director Detail

Name & Address

Title President

03/29/2001 -- ANNUAL REPORT	View image in PDF format
03/30/2000 -- ANNUAL REPORT	View image in PDF format
04/26/1999 -- ANNUAL REPORT	View image in PDF format
06/18/1998 -- ANNUAL REPORT	View image in PDF format
01/17/1997 -- ANNUAL REPORT	View image in PDF format
03/26/1996 -- ANNUAL REPORT	View image in PDF format
01/26/1995 -- ANNUAL REPORT	View image in PDF format

2025 FLORIDA NOT FOR PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# 726941

Entity Name: BROWARD COUNTY POLICE BENEVOLENT ASSOCIATION, INC.

Current Principal Place of Business:

2650 W STATE RD 84
FORT LAUDERDALE, FL 33312

Current Mailing Address:

2650 W STATE RD 84
FORT LAUDERDALE, FL 33312 US

FEI Number: 59-1475021

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

SKIRVIN, ROD
2650 W STATE RD 84
FORT LAUDERDALE, FL 33312 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: ROD SKIRVIN

01/23/2025

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title PRESIDENT
Name SKIRVIN, ROD
Address 2650 W STATE RD 84
City-State-Zip: FORT LAUDERDALE FL 33312

Title VP, TREASURER
Name SADA, PAUL
Address 2650 W STATE RD 84
City-State-Zip: FORT LAUDERDALE FL 33312

Title SECRETARY
Name HUNEKE, DON
Address 2650 W STATE RD 84
City-State-Zip: FORT LAUDERDALE FL 33312

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: ROD SKIRVIN

PRESIDENT

01/23/2025

Electronic Signature of Signing Officer/Director Detail

Date

2650 W STATE RD 84
FORT LAUDERDALE, FL 33312

Title VP, Treasurer

Sada, Paul

2650 W STATE RD 84

FORT LAUDERDALE, FL 33312

Title Secretary

HUNEKE, DON

2650 W STATE RD 84

FORT LAUDERDALE, FL 33312

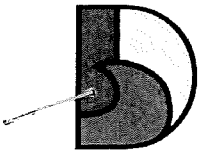
Annual Reports

Report Year	Filed Date
2023	07/11/2023
2024	04/16/2024
2025	01/23/2025

Document Images

01/23/2025 -- ANNUAL REPORT	View image in PDF format
04/16/2024 -- ANNUAL REPORT	View image in PDF format
07/11/2023 -- ANNUAL REPORT	View image in PDF format
07/14/2022 -- ANNUAL REPORT	View image in PDF format
10/04/2021 -- REINSTATEMENT	View image in PDF format
06/19/2020 -- ANNUAL REPORT	View image in PDF format
03/19/2019 -- ANNUAL REPORT	View image in PDF format
03/30/2018 -- ANNUAL REPORT	View image in PDF format
03/15/2017 -- ANNUAL REPORT	View image in PDF format
03/07/2016 -- ANNUAL REPORT	View image in PDF format
01/13/2015 -- ANNUAL REPORT	View image in PDF format
01/08/2014 -- ANNUAL REPORT	View image in PDF format
01/14/2013 -- ANNUAL REPORT	View image in PDF format
01/13/2012 -- ANNUAL REPORT	View image in PDF format
01/20/2011 -- ANNUAL REPORT	View image in PDF format
01/06/2010 -- ANNUAL REPORT	View image in PDF format
01/22/2009 -- ANNUAL REPORT	View image in PDF format
01/21/2008 -- ANNUAL REPORT	View image in PDF format
01/17/2007 -- ANNUAL REPORT	View image in PDF format
01/05/2006 -- ANNUAL REPORT	View image in PDF format
03/23/2005 -- ANNUAL REPORT	View image in PDF format
07/07/2004 -- ANNUAL REPORT	View image in PDF format
04/07/2003 -- ANNUAL REPORT	View image in PDF format

03/29/2001 -- ANNUAL REPORT	View image in PDF format
03/30/2000 -- ANNUAL REPORT	View image in PDF format
04/26/1999 -- ANNUAL REPORT	View image in PDF format
06/18/1998 -- ANNUAL REPORT	View image in PDF format
01/17/1997 -- ANNUAL REPORT	View image in PDF format
03/26/1996 -- ANNUAL REPORT	View image in PDF format
01/26/1995 -- ANNUAL REPORT	View image in PDF format



**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, November 18, 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: **OT-014-25:** The applicant, Broward County Police Benevolent Association (PBA) is requesting co-designation SW 26th Terrace in memory of fallen officers whose watch ended in Broward County.

The following is the proposed Ordinance of the matter:

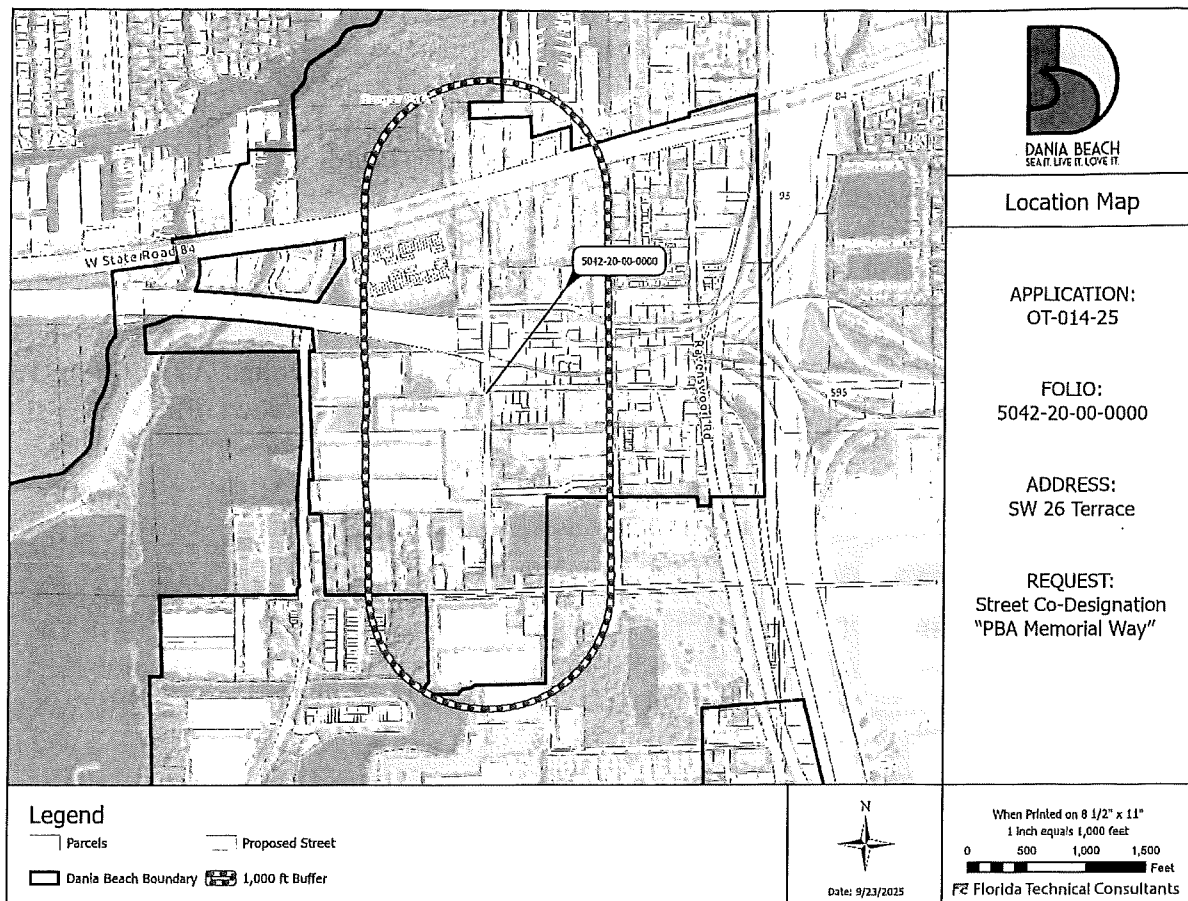
AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, PURSUANT TO SECTION 22-7A, OF THE CITY'S CODE OF ORDINANCES, AUTHORIZING CO-DESIGNATION OF A PORTION OF SW 26TH TERRACE BETWEEN STATE ROAD 84 AND SW 36TH STREET TO BE KNOWN AS "SW 26TH TERRACE/PBA MEMORIAL WAY", AFTER HOLDING TWO PUBLIC HEARINGS, AND AFTER A 4/5 VOTE OF THE ENTIRE COMMISSION; 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.

Property Subject of Upcoming Hearing



Application Information

Project: Street co-designation

Application Site: Portion of SW 26th Terrace between State Road 84 and SW 36th Street

Request: To authorize the street co-designation of a portion of SW 26th Terrace as "SW 26th Terrace/PBA Memorial Way".

Hearing Date & Time: November 18, 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



AFFIDAVIT
CITY OF DANIA BEACH, FLORIDA
COMMUNITY DEVELOPMENT DEPARTMENT
MAILING LIST



STATE OF FLORIDA
COUNTY OF Broward

BEFORE ME, the undersigned authority, personally appeared Christina Mathews,
(Print Name)
who, after being duly sworn, deposes and says:

1. I am an individual over the age of 18 years old and

(CHECK APPLICABLE SPACE)

 I am the property Owner of the property identified below,

OR

 x I represent to the City of Dania Beach, Florida that I am an authorized agent and representative of the property owner(s), City of Dania Beach,

SW 26 Terrace between (Print Name of Property Owner)

for the property located at W. Stare Rd 84 & SW 26 Street (the "Property"), and this
(Address)

sworn statement pertains to the application for Street Co-designation

(Briefly describe application, such as "site plan approval" or a "variance" or a "special exemption")
relating to Petition number(s) OT-014-25.

2. Pursuant to **Sec. 610-20(D)** of the Land Development Code ("LDC") of the Code of Ordinances of the City of Dania Beach, Florida, I understand that there is a mailing date deadline for notices and that as the applicant for the petition, I must provide the City with:
- Radius Map (1,000 feet)
 - A digital mailing list, and
 - One (1) copy of the mailing list for all property owners who or which own property located within 1,000 feet of the subject property.
3. I understand that I am legally responsible for timely providing the City with the mailing labels and mailing list a minimum of twenty-five (25) days prior to the mailing date (for projects which may have more than 200 mailings, I understand that City staff may request the mailing package even earlier). The mailing date is 20 . I am also aware that pursuant to **LDC Sec. 610-30(D)(3)**, "[T]he mail notice shall contain substantially the same information as provided in the newspaper advertisement for the same application, and shall also contain the legal description of the subject property, the approximate relation to the nearest cross street(s); and a map or demarcated aerial photograph showing its approximate size, location and relationship to adjacent properties."

4. If I do not timely provide the mailing package, the City will need to delay the processing of the application.

OWNER OR REPRESENTATIVE:

JOINT OWNER (IF APPLICABLE)

Signature

Signature

PRINT Name

PRINT Name

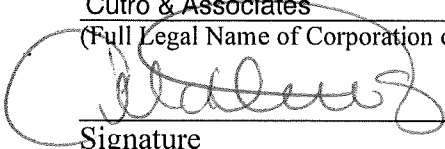
Title

Title

**IF CORPORATION, LIMITED LIABILITY COMPANY, LIMITED PARTNERSHIP
OR OTHER ENTITY:**

Cutro & Associates

(Full Legal Name of Corporation or Entity)



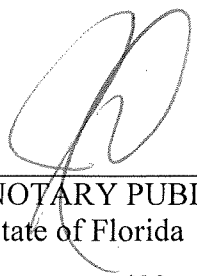
Signature

Christina Mathews

PRINT Name

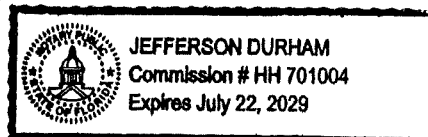
Title

On October 13, 2025, personally appeared Christna Mathews,
and (if applicable, if there is a co-owner) _____, as the Owner(s)
of the property described above. Such person(s) is/are personally known to me or produced
_____ his/her/their
identification.



NOTARY PUBLIC
State of Florida

My Commission Expires: 7-22-2029





Elite Illustrations
 3218 Stirling Road
 Hollywood FL, 33021
 954-989-3239 Office
 Info@elitesignstore.com

Invoice 5522

Date:10/13/2025

Bill To
City of Dania Beach

P.O. Number	Terms	Rep	Project

Quantity	Item Code	Description	Price Each	Amount
1	Notice signs	Notice sign for City of Dania Beach Location: Dania Beach and SW 26 Installation and Fabrication, Size: minimum 30 x 38" Material: Computer generated vinyl printing on exterior Maxmetal install on wood post	450.00	450.00T
5	Notice signs	Adiitional sign	290.00	1,450.00T

			Subtotal	\$1,900.00
			Sales Tax (0.0%)	\$0.00
			Total	\$1,900.00
			Payments/Credits	\$0.00
			Balance Due	\$1,900.00

THANK YOU FOR YOUR BUSINESS!

Elite Signs Complete Sign & Graphics Solutions

Address: 3218 Stirling Road, Hollywood, FL 33021
Office: 954-989-3239
email: info@elitesignstore.com

CREDIT CARD AUTHORIZATION: (By using this authorization I am authorizing Elite Illustration LLC to charge my credit card.)

Amount: 1,900.00 Invoice # 5522

Card # 4715 2920 4834 2316 CCV# 945 Exp. 4/27

Card Holder Name: DEBORAH SABINO Tel: 954-924-6805 x3643

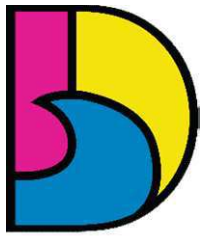
Card Mailing Address:

100 W DANIA BEACH BLVD, DANIA BEACH, FL
33004

Authorized Signature:  Date: 10/14/2025

Please email this form to: info@elitesignstore.com

Thank you!



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

City of Dania Beach
City Commission Discretionary Funds
Use Request Form

Recipient: Prestige Club of SW Broward Request Date: 11/17/25 Agenda Date: 12/9/25

Request Sponsor: Vice Mayor Marco Salvino Request Amount: \$6000

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

The Prestige Club of SW Broward provides programs to students in schools in low-income communities ranging from anti-bullying, etiquette, STEM, healthy eating, and reading programs. The Etiquette Program annually hosts: Collins Elementary, Dania Elementary, and Olsen Middle School.

Description of how the funds will be used/deliverables:

The funds will be used to assist with funding for the Etiquette program for the 3 Dania Beach public schools - Collins Elementary, Dania Elementary, and Olsen Middle School. Each school will be hosted at Tropical Acres, Griffin Road. Dates for 2026 to be determined. The funds of \$6000 will help with the meal and the bus transportation.

Submitted by: Maxine Singh Date of submission: 11/17/25

REVIEW FOR VERIFICATION OF FUNDS. PAYMENT WILL BE RELEASED AFTER COMMISSION APPROVAL.

Yeimy Guzman
Digitally signed by Yeimy Guzman
Date: 2025.11.21 10:25:30 -05'00'

Legal

Finance

City Manager

PLEASE ATTACH ALL DOCUMENTATION NECESSARY TO SUPPORT THE REQUEST



PRESTIGE CLUB OF SW BROWARD

6191 Orange Drive Suite # 6173

Davie, FL 33314

(954) 617-6210

www.prestigeclub.org * PrestigeClubBroward@gmail.com

Date: November 17, 2025 INVOICE: 25- 1047

Billing Name:

City of Dania Beach Florida

Atten: Maxine Singh

100 W Dania Beach Blvd

Dania Beach, Fl. 33004

Description:	Balance Due by:
Etiquette Program Collins Elementary	\$2000.00
Etiquette Program Olson Middle	\$2000.00
Etiquette Program Dania Beach Elementary	\$2000.00
TOTAL	\$6,000.00

WITH OUT DONATIONS WE COULDN'T PROVIDE THE HELP
AND PROGRAMS AT LOCAL SCHOOLS AND AFTER CARE!

WE APPRECIATE YOU

Make all checks payable to

Prestige Club of SW Broward and mail to the address above.

PRESTIGE CLUB IS A 501c3 NONPROFIT ORGANIZATION, YOUR CONTRIBUTION IS DEDUCTIBLE AS A CHARITABLE GIFT. UNLESS OTHERWISE STATED, NO GOODS AND/OR SERVICES WERE PROVIDED TO YOU BY PRESTIGE CLUB IN EXCHANGE FOR YOUR CONTRIBUTION. A COPY OF THE OFFICIAL REGISTRATION AND FINANCIAL INFORMATION MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING TOLL FREE 1-800-435-7352 WITHIN THE STATE OF FLORIDA. REGISTRATION DOES NOT IMPLY RECOMMENDATION BY THE STATE.

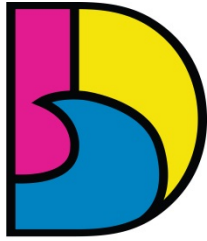
ENDORSEMENT, APPROVAL, OR
REGISTRATION # CH18352.





**CITY OF DANIA BEACH
CITY COMMISSION MEETING DATES
JANUARY 2026 – DECEMBER 2026**

City Commission Meeting Date 2nd & 4th Tuesdays – 7:00 p.m.	**Holidays and/or Events**
January 13, 2026	
January 27, 2026	
February 10, 2026	
February 24, 2026	
March 10, 2026	
March 24, 2026	
April 14, 2026	
April 28, 2026	
May 12, 2026	
May 26, 2026	
June 9, 2026	
June 23, 2026	
July 14, 2026	
July 28, 2026	Commission Summer Break
August 11, 2026	Commission Summer Break
August 25, 2026	
September 8, 2026 **Meeting Date May Change**	Regular Meeting/First Budget Hearing
September 22, 2026 **Meeting Date May Change**	Regular Meeting/Final Budget Hearing
October 13, 2026	
October 27, 2026	
November 10, 2026 (Organizational, CRA and Regular Meeting)	Special Meeting for 11/3 General Election Confirmation
November 25, 2026	Thanksgiving Holiday – Thursday-Friday, November 27-28, 2026
December 8, 2026	
December 22, 2026	Christmas Holiday – Thursday-Friday, December 24-25, 2026



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

**CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
MEMORANDUM**

DATE: December 9, 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, MURP, AICP, Deputy Director

SUBJECT: Appointment of the Public Art Advisory Board, Dania Beach Resident Position.

Request

Community Development Department is recommending the appointment of one (1) new board member to the Public Art Advisory Board (PAAB).

Background

On April 26, 2022, the City Commission adopted a text amendment establishing the PAAB with membership qualifications. On May 24, 2022, the original members of the PAAB were appointed by the City Commission. One of the PAAB members, Jennifer Girona, who filled a Dania Beach resident position, moved out of the city and therefore created a vacancy. She was selected to serve on the PAAB, due in part to her experience as a high school art teacher. This position will expire in November of 2027.

Community Development staff, with assistance from Cultural Planning Group, Inc. (the City's Public Art Consultant) reviewed the applications received to confirm compliance with the membership qualifications identified in the City's Public Art Plan and in the Land Development Code provisions establishing the Board.

A total of four (4) applications have been received to date for the vacated Dania Beach resident position, which are listed below.

NAME	OCCUPATION	RESIDENCY	OTHER
Rebecca Pollesch	Marketing Executive	Dania Beach	Extensive experience in Marketing, Design, and Communication
William ANS Candis	Tiktok Content Creator	Dania Beach	Involved in the Art world in promotional activity in New York
Meredith (Mimi) Donly	Retired Realtor	Dania Beach	Human Relations Board, Charter Review, Green Advisory Board, Founding chair of Chamber of Commerce

Najuma Gayle	Nursing Student/Nonprofit Founder & Community	Dania Beach	Community Leadership Certification, Diversity, Equity & Inclusion (DEI) Training, Trauma- Informed Care Workshop, CPR & First Aid Certification, Mental Health First Aid Certification
--------------	--	-------------	--

PUBLIC ART ADVISORY BOARD (PAAB) MEMBERSHIP

The City's Land Development Code (LDC) identifies the composition of the PAAB as follows:

- Four (4) board members must be knowledgeable in one of the identified fields of: fine art, be employed by any art dealer, art gallery, artists' representative, museum or other entity which derives income from the sale or display of artwork, be a professional in the field of art, architecture, art history, architectural history, urban planning, landscape architecture, interior design, graphic or product design, urban planners, or possess a minimum of a bachelor's degree in said field from an accredited university, or be involved in an art program within the community. Dania Beach residents and Broward County residents will be eligible to serve on the advisory board.
- Three (3) city residents with **a strong interest and knowledge of visual arts**, who shall have been a resident of the City of Dania Beach for a minimum of six (6) months prior to any such appointment. For the first appointment to the Board, the two members may be selected from the formerly active Creative Arts Council Advisory Board (CACAB).

At this time there is one (1) Dania Beach resident position open.

STAFF ANALYSIS

The Dania Beach residence positions require "a strong interest and knowledge of the visual arts. Staff has ranked the applicants based on this requirement, and the information provided on their applications, which is provided below.

1. Rebecca Pollesch has good design background and her description of how she can contribute to the board and her desire to foster creativity in the community through public art. She understands the impact of public art.
2. Najuma Gaylework has worked with youth and understands the impact of creativity and cultural advancement for a community was well described. She also was very specific about how public art can transform public spaces. She seems to be very passionate about it. She also has experience in community engagement.
3. William ANS Candis has a marketing background and is a TikTok creator and has some arts experience
4. Meredith (Mimi) Donly is an active Dania Beach resident who has, and is currently, serving on several City advisory board.

Based on this analysis, staff is recommending the appointment of the top-ranked applicant, Rebecca Pollesch.

Budgetary Impact

None

Recommendation

Appoint one (1) Dania Beach resident to serve as a Public Art Advisory Board member. This person would serve a two (2) year term, ending in November 2027.



Public Art Advisory Board Application

City of Dania Beach
100 West Dania Beach Blvd.
Dania Beach, FL 33004
(954) 924-6805 x3704

Contact Information:

Name: Rebecca Pollesch
Home Address: 1153 SE 6th Ct
Cell Phone: 305-766-4698
Phone: n/a
Email: rpoll697@gmail.com

What is your occupation? Marketing Executive

Business Name: Pearce Services

Business Address: 1122 Vine St, Paso Robles, CA

Business Phone: n/a

Are you a resident of Dania Beach?

☒ Yes

☐ No

Are you a resident of Broward County?

☒ Yes

☐ No

If yes, how long have you lived:

In Dania Beach? 1 yr

In Broward County? 4 yr

Do you own a business in the City of Dania Beach? Yes/No

n/a

Name of Business:

Are you a registered FL voter?

☒ Yes

☐ No

Public Art Advisory Board Selection:

Have you attended any Dania Beach Commission or Advisory Board Meetings?

☐ Yes

☒ No

Are you currently serving, or have you ever served on any other City or County Boards, Commissions, or Committees? If yes, please provide names and dates.

n/a



Public Art Advisory Board Application

City of Dania Beach
100 West Dania Beach Blvd.
Dania Beach, FL 33004
(954) 924-6805 x3704

Are you aware of any potential conflict of interest (including, without limitation, any potential voting conflicts, or potential prohibited conflicts) that may arise from your serving on the City board or committee to which you are seeking appointment?

☒ No - I am not aware of any conflicts. ☐ Yes – I am aware of select conflicts.

If yes, please explain:
no conflicts

Interest & Experiences

Please list any unique qualifications you have, and how your personal experience and background may relate to the work of a Public Art Advisory Board.

I have extensive experience in marketing, design, and communication. This helps me support the goals of a public art advisory board. These skills can help encourage participation, evaluate public art proposals, support artist communication, and ensure public art adds to a city's identity. I've lived in the county for years and recently became a city resident, giving me both regional familiarity and a fresh perspective on how Dania Beach can stand apart. My work often blends creativity with real-world limits. I manage strong opinions and juggle time and budget constraints.

Briefly describe why you wish to serve as a member of the Public Art Advisory Board.

I want to serve on the public art advisory board to connect with others and foster pride in our community. As a new permanent resident, I'm eager to contribute to Dania Beach's identity and help set it apart from other coastal communities in the county. I'm a natural leader, often acknowledged for seeing projects through to completion. I have a reputation for approaching challenges from unique perspectives that spark creative solutions.

List any certifications/licenses which may further qualify you to serve on the Public Art Advisory Board.

Please agree with the following statement: I understand the duties and responsibilities of the board(s) or committee(s) for which I am applying. By signing below, I warrant the truthfulness and accuracy of the information provided in this application.

Signature:

eSigned via GovOS.com
Rebecca Pollesch
Key: 874b7e6105b4c31bb07e6920f34999fc

Print Name:

Rebecca Pollesch



Public Art Advisory Board Application

City of Dania Beach
100 West Dania Beach Blvd.
Dania Beach, FL 33004
(954) 924-6805 x3704

Contact Information:

Name: Meredith (Mimi) Donly
Home Address: 354 SE 6 St.
Cell Phone: 954-294-1700
Phone:
Email: mimi.donly@aol.com
What is your occupation? Landlord, retired Realtor
Business Name:
Business Address:
Business Phone:

Are you a resident of Dania Beach?

☒ Yes
☐ No

Are you a resident of Broward County?

☒ Yes
☐ No

If yes, how long have you lived:

In Dania Beach? 59 years

In Broward County?

Do you own a business in the City of Dania Beach? Yes/No

Name of Business:

Are you a registered FL voter?

☒ Yes ☐ No

Public Art Advisory Board Selection:

Have you attended any Dania Beach Commission or Advisory Board Meetings?

☒ Yes ☐ No

Are you currently serving, or have you ever served on any other City or County Boards, Commissions, or Committees? If yes, please provide names and dates.

Human Relations Board, Charter Review (3x), Green Advisory Board
Founding Chair of Chamber of Commerce



Public Art Advisory Board Application

City of Dania Beach
100 West Dania Beach Blvd.
Dania Beach, FL 33004
(954) 924-6805 x3704

Are you aware of any potential conflict of interest (including, without limitation, any potential voting conflicts, or potential prohibited conflicts) that may arise from your serving on the City board or committee to which you are seeking appointment?

☒ No - I am not aware of any conflicts. ☐ Yes – I am aware of select conflicts.

If yes, please explain:

Interest & Experiences

Please list any unique qualifications you have, and how your personal experience and background may relate to the work of a Public Art Advisory Board.

As practically a "pioneer" I feel I can bring a unique perspective to the board. I am very interested in public art and love the new artwork around the city: sculptures, murals, etc.

Briefly describe why you wish to serve as a member of the Public Art Advisory Board.

I feel I can offer ideas and perspective.

List any certifications/licenses which may further qualify you to serve on the Public Art Advisory Board.

Please agree with the following statement: I understand the duties and responsibilities of the board(s) or committee(s) for which I am applying. By signing below, I warrant the truthfulness and accuracy of the information provided in this application.

Signature:

eSigned via GovOS.com
Meredith Kohler Donly
Key: 874b7e6105b4c31bb07e6920f34999fc

Print Name:

Meredith K. Donly



Public Art Advisory Board Application

City of Dania Beach
100 West Dania Beach Blvd.
Dania Beach, FL 33004
(954) 924-6805 x3704

Contact Information:

Name: William ANS Candis
Home Address: 604 NE 2nd street #422
Cell Phone: 2122446018
Phone:
Email: Candiswill@gmail.com
What is your occupation? TikTok content creator
Business Name: Broward blueprint
Business Address:
Business Phone:

Are you a resident of Dania Beach?

☒ Yes

☐ No

Are you a resident of Broward County?

☒ Yes

☐ No

If yes, how long have you lived:

In Dania Beach? 4 years

In Broward County? 25

Do you own a business in the City of Dania Beach? Yes/No

Broward blueprint

Name of Business:

Are you a registered FL voter?

☒ Yes ☐ No

Public Art Advisory Board Selection:

Have you attended any Dania Beach Commission or Advisory Board Meetings?

☒ Yes ☐ No

Are you currently serving, or have you ever served on any other City or County Boards, Commissions, or Committees? If yes, please provide names and dates.

No



Public Art Advisory Board Application

City of Dania Beach
100 West Dania Beach Blvd.
Dania Beach, FL 33004
(954) 924-6805 x3704

Are you aware of any potential conflict of interest (including, without limitation, any potential voting conflicts, or potential prohibited conflicts) that may arise from your serving on the City board or committee to which you are seeking appointment?

☒ No - I am not aware of any conflicts. ☐ Yes – I am aware of select conflicts.

If yes, please explain:

Interest & Experiences

Please list any unique qualifications you have, and how your personal experience and background may relate to the work of a Public Art Advisory Board.

I used to own a very successful marketing public relations company in New York City. I help start the little Italy Street art project in 2009 with very famous artist like Winwood level Tristan Eaton Cleon Peterson.

Briefly describe why you wish to serve as a member of the Public Art Advisory Board.

I have a lot of art in my community. I would love to combine both of those skills and talents. I also make content creation, which could also complement the art committee to show the process and highlight the results.

List any certifications/licenses which may further qualify you to serve on the Public Art Advisory Board.

I have been involved in the art world for many years of many aspects in promotional in New York

Please agree with the following statement: I understand the duties and responsibilities of the board(s) or committee(s) for which I am applying. By signing below, I warrant the truthfulness and accuracy of the information provided in this application.

Signature:

eSigned via GovOS.com
William Ans Candis
Key: 874b7e6105b4c31bb07e6920f34999fc

Print Name:



Public Art Advisory Board Application

City of Dania Beach
100 West Dania Beach Blvd.
Dania Beach, FL 33004
(954) 924-6805 x3704

Contact Information:

Name: Najuma Gayle

Home Address: 20 Sw 4th Ave Dania beach

Cell Phone: 9543367418

Phone: _____

Email: Najumagayle22@gmail.com

What is your occupation? Nursing Student/Nonprofit Founder & Community

Business Name: Carms Kids Connect & Carms Enterprise

Business Address: 5200 Northwest 33rd Avenue suite 200 Fort lauderdale

Business Phone: 5616471583

Are you a resident of Dania Beach?

☒ Yes

☐ No

Are you a resident of Broward County?

☒ Yes

☐ No

If yes, how long have you lived:

In Dania Beach? 5 years

In Broward County? 10 years

Do you own a business in the City of Dania Beach? Yes/No

Name of Business: _____

Are you a registered FL voter?

☐ Yes

☒ No

Public Art Advisory Board Selection:

Have you attended any Dania Beach Commission or Advisory Board Meetings?

☒ Yes

☐ No

Are you currently serving, or have you ever served on any other City or County Boards, Commissions, or Committees? If yes, please provide names and dates.

No, I have not served on any city or county boards, commissions, or committees



Public Art Advisory Board Application

City of Dania Beach
100 West Dania Beach Blvd.
Dania Beach, FL 33004
(954) 924-6805 x3704

Are you aware of any potential conflict of interest (including, without limitation, any potential voting conflicts, or potential prohibited conflicts) that may arise from your serving on the City board or committee to which you are seeking appointment?

☒ No - I am not aware of any conflicts. ☐ Yes – I am aware of select conflicts.

If yes, please explain:

Interest & Experiences

Please list any unique qualifications you have, and how your personal experience and background may relate to the work of a Public Art Advisory Board.

I bring a unique combination of community leadership, nonprofit experience, and a passion for youth and cultural engagement. As the founder of Carms Kids Connect, I have organized programs and initiatives that empower children and families, foster creativity, and strengthen community connections. Growing up between Jamaica and South Florida has given me a multicultural perspective, allowing me to understand and relate to diverse communities. These experiences equip me to contribute meaningfully to the Public Art Advisory Board.

Briefly describe why you wish to serve as a member of the Public Art Advisory Board.

I wish to serve on the Public Art Advisory Board because I am passionate about creating public spaces that are inclusive, engaging, and culturally reflective. Public art can inspire pride, foster community identity, and improve the quality of life in our city. I want to help guide projects that are meaningful to residents and enhance the vibrancy of our public spaces.

List any certifications/licenses which may further qualify you to serve on the Public Art Advisory Board.

Community Leadership Certification
CPR & First Aid Certification
Mental Health First Aid Training
Diversity, Equity & Inclusion (DEI) Training
Trauma-Informed Care Workshop
Experience in community engagement and youth-focused programming through Carms Kids Connect

• Experience organizing and assisting with community events and creative youth activities.

Please agree with the following statement: I understand the duties and responsibilities of the board(s) or committee(s) for which I am applying. By signing below, I warrant the truthfulness and accuracy of the information provided in this application.

Signature:

eSigned via GovOS.com

Key: 874b7e6105b4c31bb07e6920f34999fc

Print Name:

Najuma Gayle