

School Board Mitigation Agr.
PCT 22-07, PC 03-6 & PC 09-05.

Document prepared by and
Return recorded document to:

Marilyn Batista, General Counsel
The School Board of Broward County, Florida
Kathleen C. Wright Administrative Building
600 Southeast 3rd Avenue
Fort Lauderdale, FL 33301

NOTICE: PURCHASERS, GRANTEEES, HEIRS, SUCCESSORS AND ASSIGNS OF ANY INTEREST IN THE PROPERTY SET FORTH ON EXHIBIT "A" ARE HEREBY PUT ON NOTICE OF THE OBLIGATIONS SET FORTH WITHIN THIS AGREEMENT WHICH SHALL RUN WITH THE PROPERTY UNTIL FULLY PAID AND PERFORMED.

EDUCATIONAL MITIGATION AGREEMENT
LAND USE PLAN AMENDMENT PCT 22-07
RATIFYING EDUCATIONAL MITIGATION AGREEMENTS
RELATED TO PC 03-6 AND PC 09-5

This is an Agreement, (hereinafter referred to as "Agreement") made and entered into by and between: **BROWARD COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY,"

AND

CITY OF DANIA BEACH, a municipal corporation, created and existing under the laws of the State of Florida, its successors and assigns, hereinafter referred to as "CITY"

AND

THE SCHOOL BOARD OF BROWARD COUNTY, a body corporate and political subdivision of the State of Florida, hereinafter referred to as "SCHOOL BOARD."

RECITALS

WHEREAS the Broward County Board of County Commissioners previously approved Broward County Land Use Text Amendments PC 03-6, "Local Activity Center", and PC 09-5, "Regional Activity Center", designating 1,344 +- acres as a "Local Activity Center" and "Regional Activity Center", respectively [n/k/a "Activity Center"], in the City of Dania Beach, a description of which is attached hereto as Exhibit "A;" and

WHEREAS, the CITY originally proposed pursuant to Land Use Plan Amendment Application PC 03-6 to permit 2,465 residential units within the Activity Center that will consist of 100 townhouses (3 or more bedrooms), 200 garden apartments (3 or more bedrooms), and 2,165 high rise units; and

WHEREAS, the CITY voluntarily agreed to mitigate the impact of these 2,465 residential

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units which required individual applicants to pay student station fees, in lieu of school impact fees, on a site specific project basis. In furtherance of the CITY's voluntary mitigation agreement regarding the afore described student impacts, the CITY caused to be filed that certain Tri-Party Agreement recorded on 04/05/2005 in O.R. Book 39373, Page 1749 of the Official Records of Broward County, Florida (the "PC 03-6 Agreement"); and

WHEREAS, since the approval of the PC 03-6 Agreement all of these permitted 2,465 residential units have been built or are currently under construction; and

WHEREAS, sometime after the approval of PC 03-6, the CITY proposed pursuant to Land Use Plan Amendment Application PC 09-5 to permit the development of 7,818 residential units within the Activity Center that will consist of 2,348 single family (4 or more bedrooms), 2,333 townhouses (3 or more bedrooms), 972 garden apartments (3 or more bedrooms), and 2,165 high rise units (2 or more bedrooms). Of the 7,818 residential units, 2,465 units consisting of 100 townhouses (3 or more bedrooms), 200 garden apartments (3 or more bedrooms) and 2,165 high rise units (2 or more bedrooms) were previously approved via PC 03-6. During the SCHOOL BOARD's staff review of the PC 09-5 application, it was determined that the additional 5,353 residential units did not cause any further student impacts and would thus be subject to the satisfaction of public school concurrency mitigation requirements or the payment of school impact fees. If no mitigation is required to satisfy public school concurrency, the residential units shall be assessed applicable school impact fees during the environmental review approval of construction plans by the Broward County Development and Environmental Regulation Division [n/k/a Urban Planning Division]; and

WHEREAS, these additional 5,353 residential units within the Activity Center were subject to public school concurrency and, if no mitigation was required to satisfy public school concurrency, the CITY voluntarily agreed that the units were assessed applicable school impact fees, on a site specific project basis. In furtherance of the CITY's voluntary mitigation agreement regarding the afore described student impacts, the CITY caused to be filed that certain Tri-Party Agreement recorded on 06/26/2010 in O.R. Book 47333, Pages 1497 - 1537 of the Public Records of Broward County, Florida (the "PC 09-5 Agreement"); and

WHEREAS, since the approval of the PC 09-5 Agreement all of those permitted 5,353 residential units have been built or are currently under construction; and

WHEREAS, the Broward County Board of County Commissioners approved Broward County Land Use Plan Amendment PCT 22-7, which allows for the development of an additional 4,000 residential units within the Activity Center. The additional 4,000 residential units will consist of 317 single family (four or more bedrooms) and 3,683 townhouses (three or more bedrooms). The additional residential units as proposed is anticipated to generate 1,263 (592 elementary, 242 middle, and 429 high school) additional students into Broward County Public Schools as evidenced by the School Consistency Review Report issued dated February 29, 2024, attached hereto as Exhibit "B"; and

WHEREAS, these additional 4,000 residential units shall be subject to public school concurrency review and payment of school impact fees if capacity is determined to be available at

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the impacted schools at the time of permitting. If at the time of permitting capacity is not available, pursuant to School Board Policy 1161, the developer will be required to propose proportionate share mitigation; and

WHEREAS, Chapter 5, Article IX, Broward County Code of Ordinances, requires that no application for a building permit shall be accepted by the COUNTY or by any municipality without documentation that a finding of adequacy of school sites and facilities has been made by the SCHOOL BOARD; and

WHEREAS, as a condition for approval of Land Use Plan Amendment PCT 22-7, the CITY was required to amend the existing PC 03-6 Agreement and the PC 09-5 Agreement with the SCHOOL BOARD and the COUNTY to enable legal enforcement of the commitments made, and before any building permits can be issued for the additional 4,000 residential units in the Activity Center; and

WHEREAS, since the application for Land Use Plan Amendment PCT 22-7 incorporates additional residential units within the Activity Center, the CITY now wishes to update the PC 03-6 and PC 09-5 Agreements to modify the SCHOOL BOARD-approved school mitigation to reflect the modified proposed unit mix in the Activity Center and the SCHOOL BOARD has agreed with the student mitigation plan outlined herein; and

WHEREAS, the SCHOOL BOARD requested the execution and recordation of this Agreement to accomplish the CITY's desire and intent.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, COUNTY, CITY and SCHOOL BOARD agree as follows:

1. The above recitals are true and correct and are incorporated herein.
2. The CITY does hereby confirm, ratify and reaffirm the covenants, restrictions and obligations contained in the following:
 - (i) that certain Tri-Party Agreement recorded on 04/05/2005 in O.R. Book 39373, Page 1749 of the Public Records of Broward County, Florida (the "PC 03-6 Agreement"); and
 - (ii) that certain Tri-Party Agreement recorded on 06/26/2010 in O.R. Book 47333, Pages 1497 - 1537 of the Public Records of Broward County, Florida (the "PC 09-5 Agreement").
3. IMPLEMENTATION OF AGREEMENT THROUGH THE CITY'S LAND DEVELOPMENT CODE

3.01 The CITY agrees that any application for new residential development within the Activity Center shall be subject to the imposition of educational mitigation in the manner set forth in the recorded Agreement and this Amended Agreement. The CITY shall consider an amendment of its land development code no later than 90 days from the approval of this Agreement by the SCHOOL BOARD and the COUNTY to (a) require that any application for the additional residential

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units within the Activity Center shall be subject to the public school concurrency review process and, as applicable, the imposition of educational mitigation; (b) monitor and make certain that development within the Activity Center will be built as specified herein for residential type and mix.; and (c) authorize such action(s) as otherwise may be required to comply with this Agreement.

3.02 The CITY will require evidence of payment of the cost per student station, satisfaction of public school concurrency mitigation requirements, or the payment of school impact fees, whichever is applicable, for units within the Activity Center, from individual applicants prior to the issuance of building permits.

3.03 The CITY shall notify the Superintendent of Schools or his/her designee upon plat or site plan approval of any residential project authorized pursuant to Land Use Plan Amendment PCT 22-7. Notification shall include project location and number and type of units at time of plat or site plan approval and shall be confirmed by the CITY at time of building permit.

3.04 Prior to environmental review approval of construction plans as set forth within Chapter 27, Broward County Code of Ordinances, by the Urban Planning Division for a building permit for the construction or erection of a residential building located within the Activity Center, the CITY shall identify the specific type of residential unit and treatment (i.e., previously approved Activity Center units, Activity Center units subject to public school impact fees or Activity Center units subject to school concurrency mitigation) and provide written notification to the Broward County Urban Planning Division.

3.05 The CITY, its successor and assigns, agrees that no building permits or certificates of occupancy shall be obtained from the CITY for residential development of land within the Activity Center until the Student Station Unit Cost is paid, public school concurrency mitigation requirements have been satisfied, or school impact fees have been paid, as appropriate. Nothing herein shall waive or affect the right of the COUNTY and/or SCHOOL BOARD to otherwise require the CITY to comply with the conditions of Land Use Plan Amendment PCT 22-7 or this Agreement by any remedy provided by law or equity.

4. PAYMENTS. During environmental review approval of construction plans as set forth within Chapter 27, Broward County Code of Ordinances, by the Urban Planning Division for a building permit for the construction or erection of a residential building located within the Activity Center, an applicant shall pay Student Station Unit Cost for units within the Activity Center, satisfy public school concurrency mitigation, or pay school impact fees for the remainder of the units in the Activity Center.

5. EDUCATIONAL FACILITIES. The monies paid by the owner(s) and/or developer(s) pursuant to this Agreement shall, pursuant to School Board Growth Management Policy, and as applicable, the Broward County Land Development Code, be used to provide educational facilities to serve students generated by the 7,818 (via PC 09-5) and the additional 4,000 (via PCT 22-7) residential units in the Activity Center. The CITY recognizes and agrees that, even if such monies are not directly utilized to meet the educational needs of the future residents of the area within the Activity Center, the use of such monies will indirectly benefit such development by making other funds available to directly meet those needs. The CITY requests the SCHOOL BOARD to consider

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allocating a portion of the collected cost per student station to schools located within the City of Dania Beach.

6. TRANSMITTAL OF FUNDS TO THE SCHOOL BOARD. The COUNTY agrees to remit quarterly to the SCHOOL BOARD the Student Station Unit Cost or school impact fees collected for the Activity Center dwelling units to be spent by the SCHOOL BOARD in accordance with School Board Growth Management Policy.

7. NOTICES. Whenever any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving of notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. Until otherwise designated by amendment to this Agreement, the parties designate the following as the respective places for giving notice:

For the COUNTY:
Director, Urban Planning Division
1 North University Drive, Box 102
Plantation, FL 33324

For the SCHOOL BOARD
Superintendent of Schools
The School Board of Broward County, Florida
Kathleen C. Wright Administrative Building
600 Southeast 3rd Avenue
Fort Lauderdale, FL 33301

With a copy to:
Director, Facility Planning & Real Estate
The School Board of Broward County, Florida
Kathleen C. Wright Administrative Building
600 Southeast 3rd Avenue, 8th Floor
Fort Lauderdale, FL 33301

For the CITY:

City Manager
City of Dania Beach
100 West Dania Beach Boulevard
Dania Beach, FL 33004

8. RELEASE. When all of the obligations set forth herein are fully paid and performed, at the request of CITY or its successor and upon payment of any applicable fees, and subject to the approval of the SCHOOL BOARD, the COUNTY shall cause a release to be recorded in the Official Records of Broward County, Florida, evidencing such performance. To the extent that the obligations set forth herein are divisible and attributable to a specific parcel, the payment of the

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Student Station Unit Cost, satisfaction of the public school concurrency mitigation, or payment of the school impact fees and the issuance of a building permit shall constitute evidence that the divisible portion of the obligation has been satisfied.

9. VENUE; CHOICE OF LAW. Any controversies or legal issues arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State Court of the Seventeenth Judicial Circuit of Broward County, Florida, the venue sitis, and shall be governed by the laws of the State of Florida.

10. CAPTIONS AND PARAGRAPH HEADINGS. Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of any provisions hereof.

11. NO WAIVER. No waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

12. EXHIBITS. All Exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference.

13. FURTHER ASSURANCES. The parties hereby agree to execute, acknowledge and deliver and cause to be done, executed, acknowledged and delivered all further assurances and to perform such acts as shall reasonably be requested of them in order to carry out this Agreement.

14. AMENDMENTS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the COUNTY, CITY and SCHOOL BOARD.

15. COUNTERPARTS. This Agreement may be executed in three (3) counterparts, each of which may be deemed to be an original.

16. RECORDING. This Agreement shall be recorded in the Official Records of Broward County, Florida, at the CITY's expense, and the provisions hereof shall constitute a covenant running with the land and shall remain in full force and effect and binding upon the CITY, its heirs, legal representatives, estate successors, grantees and assigns until released as provided for herein.

17. The PC 03-6 Agreement, the PC 09-5 Agreement, and this Agreement constitute the entire agreement with regard to the subject matter contained herein, and may only be amended, modified or released with the consent of the parties. In the event of a conflict between the terms, covenants, restrictions and conditions of the PC 03-6 and/or the PC 09-5 Agreement and this Agreement, the terms of this Agreement shall control and prevail.

18. The undersigned hereto expressly covenant and represents that he/she has the authority to enter into this Amended Agreement.

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IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 2024, THE BROWARD SCHOOL BOARD OF BROWARD COUNTY, signing by and through its Chair, authorized to execute same by Board action on the ____ day of _____, 2024 , and CITY, signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

Monica Cepero
ex officio Clerk of the
Board of County Commissioners
of Broward County, Florida

By _____
Nan H. Rich, Mayor

____ day of _____, 2024

Approved as to form by
Office of County Attorney
Broward County, Florida
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By MAITE AZCOITIA Digitally signed by MAITE
AZCOITIA
Date: 2024.09.09 11:32:09 -04'00'
Assistant County Attorney

9 day of September, 2024

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SCHOOL BOARD

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By


Lori Alhadeff, Chair

ATTEST:



Dr. Howard Hepburn, Superintendent of Schools

Approved as to Form:



Marilyn Batista, General Counsel

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CITY

WITNESSES:

Em McClendon

Loni Adams

ATTEST:

Elora Riera, MMC, City Clerk

CITY OF DANIA BEACH

By

Archibald J. Ryan IV, Mayor

9th day of July, 2024

By

Ana M. Garcia, ICMA-CM, City Manager

9th day of July, 2024

APPROVED AS TO FORM:

By

Eve A. Boutsis, City Attorney

School Board Mitigation Agr.
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EXHIBIT "A"

ACTIVITY CENTER PCT 22-7

LEGAL DESCRIPTION

EXHIBIT "A"

LEGAL DESCRIPTION

A PORTION OF SECTIONS 34 and 35, TOWNSHIP 50 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 34; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION TO THE CENTERLINE OF NE 2ND STREET AS CONSTRUCTED AND MAINTAINED, SAME BEING THE POINT OF BEGINNING; THENCE CONTINUE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 34 TO THE CENTERLINE OF DANIA BEACH BOULEVARD (STATE ROAD A-1-A) AS CONSTRUCTED AND MAINTAINED AND AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP FOR SAID STATE ROAD A-1-A; THENCE EASTERLY ALONG SAID CENTERLINE OF DANIA BEACH BOULEVARD (STATE ROAD A-1-A) AS CONSTRUCTED AND MAINTAINED TO THE SOUTHERLY EXTENSION OF THE EAST LINE OF DANIAN'S SOUTH, A CONDOMINIUM, AS DESCRIBED IN OFFICIAL RECORDS BOOK 5959, PAGE 401 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTHERLY ALONG SAID SOUTHERLY EXTENSION AND ALONG THE EAST LINE OF SAID DANIAN'S SOUTH, A CONDOMINIUM, TO THE WESTERLY EXTENSION OF THE SOUTH LINE OF SEA OAKS, A CONDOMINIUM, AS DESCRIBED IN OFFICIAL RECORDS BOOK 24180, PAGE 469 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAME BEING THE SOUTH LINE OF SEA OAKS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 127, PAGE 1 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE EASTERLY ALONG SAID WESTERLY EXTENSION AND ALONG THE SOUTH LINE OF SAID SEA OAKS, A CONDOMINIUM AND THE EASTERLY EXTENSION THEREOF TO THE CENTERLINE OF NE 7TH AVENUE (GULFSTREAM ROAD); THENCE NORTHERLY ALONG SAID CENTERLINE OF NE 7TH AVENUE (GULFSTREAM ROAD) TO THE WESTERLY EXTENSION OF THE NORTH LINE OF RODDY DANIA PLAT No. 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 102, PAGE 26 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE EASTERLY ALONG THE WESTERLY EXTENSION OF THE NORTH LINE OF SAID RODDY DANIA PLAT No. 1, TO THE NORTHWEST CORNER OF SAID RODDY DANIA PLAT No. 1; THENCE SOUTHERLY ALONG THE WEST LINE AND THE SOUTHERLY EXTENSION THEREOF OF SAID RODDY DANIA PLAT No. 1 TO THE CENTERLINE OF AFORESAID DANIA BEACH BOULEVARD (STATE ROAD A-1-A); THENCE WESTERLY ALONG SAID CENTERLINE TO THE NORTHERLY EXTENSION OF THE WEST LINE OF HOLLYWOOD CENTRAL BEACH No. 3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGE 6 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE SOUTHERLY ALONG SAID NORTHERLY EXTENSION AND THE WEST LINE OF SAID PLAT TO THE SOUTHWEST CORNER OF LOT 1, BLOCK 13 OF SAID HOLLYWOOD CENTRAL BEACH No. 3, SAME BEING A POINT ON THE NORTH RIGHT OF WAY LINE OF BALBOA STREET (SE 1ST STREET) AS SHOWN ON SAID PLAT; THENCE WESTERLY ALONG THE WESTERLY EXTENSION OF SAID NORTH RIGHT OF WAY LINE OF SAID BALBOA STREET (SE 1ST STREET) TO THE SOUTHEAST CORNER OF LOT 12, BLOCK 2 OF DANIA BEACHWAY PARK RESUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 26, PAGE 22 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAME BEING A POINT ON THE NORTH RIGHT OF WAY LINE OF BALBOA STREET (SE 1ST STREET); THENCE WESTERLY ALONG THE SOUTH LINE OF LOTS 12 THROUGH 7, BLOCK 2 OF SAID DANIA BEACHWAY PARK RESUBDIVISION, SAME BEING THE NORTH RIGHT OF WAY LINE OF BALBOA STREET (SE 1ST STREET) AND THE WESTERLY EXTENSION THEREOF TO THE EAST RIGHT OF

Resolution Exhibit A.

WAY LINE OF SOUTHEAST 5th COURT; THENCE NORTHERLY ALONG SAID EAST RIGHT OF WAY LINE OF SOUTHEAST 5th COURT TO THE EASTERLY EXTENSION OF THE NORTH RIGHT OF WAY LINE OF LASALLE STREET; THENCE WESTERLY ALONG SAID EASTERLY EXTENSION AND ALONG THE NORTH RIGHT OF WAY LINE OF SAID LASALLE STREET, SAME BEING THE SOUTH LINE OF HOLLYWOOD MANORS AMENDED, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 29, PAGE 42 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA TO THE SOUTHWEST CORNER OF SAID HOLLYWOOD MANORS AMENDED, SAME BEING A POINT ON THE EAST RIGHT OF WAY LINE OF SOUTHEAST 5th AVENUE; THENCE CONTINUE WESTERLY ALONG THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID HOLLYWOOD MANORS AMENDED TO THE EAST LINE OF PARCEL "A", DANIA BEACH PLAZA; ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 169, PAGE 32 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTHERLY, WESTERLY AND NORTHERLY ALONG SAID EAST LINE OF PARCEL "A", DANIA BEACH PLAZA AND THE NORTHERLY EXTENSION THEREOF TO THE CENTERLINE OF AFORESAID DANIA BEACH BOULEVARD (STATE ROAD A-1-A); THENCE WESTERLY ALONG SAID CENTERLINE TO THE NORTHERLY EXTENSION OF THE WEST LINE OF SAID PARCEL "A", DANIA BEACH PLAZA; THENCE SOUTHERLY ALONG SAID NORTHERLY EXTENSION AND ALONG THE WEST LINE OF SAID PARCEL "A", DANIA BEACH PLAZA TO THE SOUTHWEST CORNER OF SAID PARCEL "A", DANIA BEACH PLAZA; THENCE WESTERLY ALONG THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID PARCEL "A", DANIA BEACH PLAZA TO THE CENTERLINE OF SOUTHEAST 3rd AVENUE; THENCE NORTHERLY ALONG SAID CENTERLINE TO THE CENTERLINE OF SOUTHEAST PARK STREET; THENCE WESTERLY ALONG SAID CENTERLINE OF SOUTHEAST PARK STREET TO THE EAST LINE OF ESKILSON ADDITION TO DANIA AMENDED, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 7, PAGE 10 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE SOUTHERLY ALONG SAID EAST LINE TO THE SOUTHWEST CORNER OF TRACT "A", DANIA DELMAR, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 14, PAGE 73 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE SOUTHEASTERLY TO THE NORTHEAST CORNER OF LOT 1, BLOCK 1, MASON SUBDIVISION AMENDED PLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 14, PAGE 19 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE SOUTHERLY ALONG THE EAST LINE OF LOTS 1 THROUGH 11 OF SAID BLOCK 1 AND THE SOUTHERLY EXTENSION THEREOF TO THE NORTHEAST CORNER OF LOT 1, BLOCK 3 OF SAID MASON SUBDIVISION AMENDED PLAT; THENCE SOUTHERLY ALONG THE EAST LINE OF LOTS 1 THROUGH 11 OF SAID BLOCK 3 AND THE SOUTHERLY EXTENSION THEREOF TO THE CENTERLINE OF SOUTHEAST 2nd STREET; THENCE WESTERLY ALONG THE CENTERLINE OF SAID SOUTHEAST 2nd STREET (STIRLING ROAD) AS CONSTRUCTED AND MAINTAINED AND ALONG THE CENTERLINE OF SOUTHWEST 2nd STREET AS CONSTRUCTED AND MAINTAINED, SAME BEING THE CENTERLINE OF SAID STIRLING ROAD (STATE ROAD 848) AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP FOR SAID STATE ROAD 848 TO THE EAST RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILROAD; THENCE NORTHEASTERLY ALONG SAID EAST RIGHT OF WAY LINE TO THE CENTERLINE OF NW 2nd STREET AS CONSTRUCTED AND MAINTAINED; THENCE EASTERLY ALONG SAID CENTERLINE OF NW 2nd STREET AS CONSTRUCTED AND MAINTAINED TO THE WEST RIGHT OF WAY LINE OF U.S. 1 (FEDERAL HIGHWAY) AS CONSTRUCTED AND MAINTAINED; THENCE EASTERLY TO THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF SAID U.S. 1 (FEDERAL HIGHWAY) AS CONSTRUCTED AND MAINTAINED WITH THE CENTERLINE OF NE 2nd STREET AS CONSTRUCTED AND MAINTAINED; THENCE EASTERLY ALONG SAID CENTERLINE OF SAID NE 2nd STREET AS CONSTRUCTED AND MAINTAINED TO THE NORTHERLY EXTENSION OF THE WEST LINE OF LOT 1, 1ST RESUBDIVISION OF BLOCKS 2 AND 3, SPAR-RICH, ACCORDING TO THE PLAT THEREOF AS

Resolution Exhibit A.

RECORDED IN PLAT BOOK 36, PAGE 35 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE SOUTHERLY ALONG SAID NORTHERLY EXTENSION AND ALONG THE WEST LINES OF LOTS 1 THROUGH 10 OF SAID 1ST RESUBDIVISION OF BLOCKS 2 AND 3, SPAR-RICH TO THE CENTERLINE OF NE 1ST STREET AS CONSTRUCTED AND MAINTAINED; THENCE EASTERLY ALONG SAID CENTERLINE OF NE 1ST STREET AS CONSTRUCTED AND MAINTAINED TO THE NORTHERLY EXTENSION OF THE WEST LINE OF LOT 8, BLOCK 5, BEACHWAY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 33 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE SOUTHERLY ALONG SAID NORTHERLY EXTENSION AND ALONG THE WEST LINE OF SAID LOT 8 AND ALONG THE WEST LINES OF LOTS 7, 6, 5, AND 4 OF SAID BLOCK 5, SAME BEING THE EAST RIGHT OF WAY LINE OF NE 1ST COURT TO THE SOUTHWEST CORNER OF SAID LOT 4, BLOCK 5, BEACHWAY; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID LOT 4, BLOCK 5 TO THE SOUTHEAST CORNER OF SAID LOT 4, BLOCK 5, SAME BEING THE SOUTHWEST CORNER OF LOT 13, BLOCK 5 OF SAID PLAT OF BEACHWAY; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID LOT 13, BLOCK 5 TO THE SOUTHEAST CORNER THEREOF; THENCE EASTERLY TO THE SOUTHWEST CORNER OF LOT 4, BLOCK 4 OF SAID PLAT OF BEACHWAY; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID LOT 4, BLOCK 4 TO THE SOUTHEAST CORNER THEREOF; THENCE EASTERLY TO THE CENTERLINE OF NE 1ST TERRACE AS CONSTRUCTED AND MAINTAINED; THENCE EASTERLY ALONG SAID CENTERLINE OF NE 1ST TERRACE AS CONSTRUCTED AND MAINTAINED TO THE CENTERLINE OF FRONTON BOULEVARD AS CONSTRUCTED AND MAINTAINED; THENCE NORTHERLY ALONG SAID CENTERLINE OF FRONTON BOULEVARD AS CONSTRUCTED AND MAINTAINED TO THE CENTERLINE OF AFORESAID NE 2ND STREET AS CONSTRUCTED AND MAINTAINED; THENCE EASTERLY ALONG SAID CENTERLINE OF NE 2ND STREET AS CONSTRUCTED AND MAINTAINED TO THE POINT OF BEGINNING.

School Board Mitigation Agr.
PCT 22-07, PC 03-6 & PC 09-05.

EXHIBIT "B"

SCHOOL CONSISTENCY REVIEW REPORT
(Land Use Plan Amendment PCT 22-7)

The School Board of Broward County, Florida
SCHOOL CONSISTENCY REVIEW REPORT

LAND USE

SBBC-875-2010

County No: PCT 22-7

Folio #: N/A

Dania Beach RAC LUPA

February 29, 2024

Growth Management
Facility Planning and Real Estate Department
600 SE 3rd Avenue, 8th Floor
Fort Lauderdale, Florida 33301
Tel: (754) 321-2177 Fax: (754) 321-2179
www.browardschools.com

SCHOOL CONSISTENCY REVIEW REPORT - LAND USE

PROJECT INFORMATION		IMPACT OF PROPOSED CHANGE			PROPERTY INFORMATION	
Date:	February 29, 2024	Units Permitted	7,818	Units Proposed	11,818	Existing Land Use: Activity Center
Name:	Dania Beach RAC LUPA	NET CHANGE (UNITS):			4,000	Proposed Land Use: Activity Center
SBBC Project Number:	SBBC-875-2010	Students Permitted	948	Proposed	1,540	Current Zoning: Multiple
County Project Number:	PCT 22-7	Elem			592	Proposed Zoning: Multiple
Municipality Project Number:	TBD	Mid	479	721	242	Section: 33-35
Owner/Developer:	City of Dania Beach	High	745	1,174	429	Township: 50
Jurisdiction:	Dania Beach	Total	2,172	3,435	1,263	Range: 42

SHORT RANGE - 5-YEAR IMPACT

Currently Assigned Schools	Gross Capacity	LOS* Capacity	Benchmark** Enrollment	Over/Under LOS	Classroom Equivalent Needed to Meet LOS	% of LOS*** Capacity
Bethune, Mary M. Elementary	1,105	1,216	436	-780	-43	35.9%
Collins Elementary	371	408	253	-155	-8	62.0%
Dania Elementary	623	626	443	-183	-10	70.8%
Oakridge Elementary	605	666	459	-207	-11	68.9%
Attucks Middle	1,227	1,350	692	-658	-29	51.3%
Olsen Middle	1,125	1,238	558	-680	-30	45.1%
Hollywood Hills High	2,667	2,667	1,829	-838	-33	68.6%
South Broward High	2,297	2,527	2,295	-232	-9	90.8%

Currently Assigned Schools	Adjusted Benchmark	Over/Under LOS-Adj. Benchmark Enrollment	% LOS Capacity Adjusted Benchmark	Projected Enrollment				
				24/25	25/26	26/27	27/28	28/29
Bethune, Mary M. Elementary	436	-780	35.9%	437	444	452	459	466
Collins Elementary	256	-152	62.7%	259	260	266	269	270
Dania Elementary	445	-181	71.1%	435	434	440	445	444
Oakridge Elementary	459	-207	68.9%	440	432	423	415	406
Attucks Middle	692	-658	51.3%	673	657	638	618	599
Olsen Middle	587	-651	47.4%	519	489	490	521	508
Hollywood Hills High	1,867	-800	70.0%	1,816	1,750	1,759	1,730	1,732
South Broward High	2,307	-211	91.6%	2,285	2,286	2,280	2,275	2,268

LONG RANGE - TEN-YEAR IMPACT

Impacted Planning Area	School District's Planning Area Data			Aggregate Projected Enrollment				
	Aggregate School Capacity	Aggregate Enrollment	Aggregate Over/(Under) Enrollment	29/30	30/31	31/32	32/33	33/34
Area 1 - Elementary	18,923	11,674	-7,249	10,357	10,142	9,931	9,718	9,508
Area 1 - Middle	7,423	4,106	-3,317	3,638	3,567	3,496	3,424	3,352
Area 1 - High	9,354	7,047	-2,307	6,910	6,872	6,835	6,797	6,759

* See comments for additional Impacted Planning Area information

CHARTER SCHOOL INFORMATION

Charter Schools within 2-mile radius	2023-24 Contract Permanent Capacity	2023-24 Benchmark** Enrollment	Over/(Under)	Projected Enrollment		
				24/25	25/26	26/27
Alpha International Academy	384	46	-338	46	46	46
Avant Garde Academy	750	1,080	330	1,080	1,080	1,080
Avant Garde K-8 Broward	1,050	984	-66	984	984	984
Ben Gamla Charter	625	381	-244	381	381	381
Ben Gamla Charter North Broward	900	260	-640	260	260	260
International Studies Academy High School	800	200	-600	200	200	200
International Studies Academy Middle School	594	185	-409	185	185	185
Paragon Academy Of Technology	500	138	-362	138	138	138

Students generated are based on the student generation rates contained in the currently adopted Broward County Land Development Code.

A traditional cohort survival methodology is used to project school-by-school District traditional school enrollment out over the next five years, and a proportional share of charter school enrollment is used to project future charter school enrollment by school level Districtwide. For more information: <http://www.broward.k12.fl.us/dsa/EnrollmentProj.shtml>. The annual benchmark school enrollment is used to apply individual charter school enrollment impacts against school facility review processes.

**The first Monday following Labor Day
INFORMATION CONTAINED HEREIN IS CURRENT AS OF THE DATE OF REVIEW

* See comments for additional Impacted Planning Area Information

School Consistency Review Report - Prepared by the Facility Planning and Real Estate Department - The School Board of Broward County, Florida

PLANNED AND FUNDED CAPACITY ADDITION IN THE ADOPTED DISTRICT EDUCATIONAL FACILITIES PLAN (Years 1 - 5)

School(s)	Description of Capacity Additions
Bethune, Mary M. Elementary	There are no scheduled classroom additions in the Adopted DEFP that would increase the reflected FISH capacity of the school.
Collins Elementary	There are no scheduled classroom additions in the Adopted DEFP that would increase the reflected FISH capacity of the school.
Dania Elementary	There are no scheduled classroom additions in the Adopted DEFP that would increase the reflected FISH capacity of the school.
Oakridge Elementary	There are no scheduled classroom additions in the Adopted DEFP that would increase the reflected FISH capacity of the school.
Attucks Middle	There are no scheduled classroom additions in the Adopted DEFP that would increase the reflected FISH capacity of the school.
Olsen Middle	There are no scheduled classroom additions in the current ADEFP that would increase the reflected FISH capacity of the school.
Hollywood Hills High	There are no scheduled classroom additions in the Adopted DEFP that would increase the reflected FISH capacity of the school.
South Broward High	There are no scheduled classroom additions in the current ADEFP that would increase the reflected FISH capacity of the school.

PLANNED CAPACITY ADDITION IN THE ADOPTED DISTRICT EDUCATIONAL FACILITIES PLAN (Years 6 - 10)

Capacity Additions for Planning Area 1	
School Level	Comments
Elementary	None
Middle	None
High	None

INFORMATION CONTAINED HEREIN IS CURRENT AS OF THE DATE OF REVIEW

* See comments for additional Impacted Planning Area information
School Consistency Review Report - Prepared by the Facility Planning and Real Estate Department - The School Board of Broward County, Florida

Comments

Information contained in the application indicates that the approximately 1,344-acre site is generally located on the east side of I-95 between Griffin Road and Sheridan Street in the City of Dania Beach. Current land use designation for the site is Activity Center (approved via LUPA PC 09-5) consisting of Residential, Commercial, Industrial, Employment Center, Transportation, Hotel, Community Facilities, Park and Recreation, Conservation, and Utilities uses, which permits the development of 7,818 residential units consisting of 2,348 single-family (4 or more bedrooms), 2,333 townhouse (3 or more bedrooms), 972 garden apartment (3 or more bedrooms), and 2,165 high-rise units. Of the 7,818 residential units, 2,465 residential units are currently permitted via a previously approved Local Activity Center (LUPA PC 03-6) and located within site. The applicant proposes add an additional 4,000 residential units (317 single family all 4 or more bedroom and 3,683 townhouse all 3 or more bedroom) within the Activity Center site. The project as proposed is anticipated to generate 1,263 (592 elementary, 242 middle, and 429 high schools) additional students into Broward County Public Schools.

The application was reviewed based on its location in the School District's Long Range Seven Planning Areas, and Ten-Year Long Range Plan contained in the Adopted District Educational Facilities Plan (DEFP). However, the statistical data regarding the level of service standard (LOS) status of the actual schools impacted by this land use plan amendment application in the initial five-year of the ten-year period is depicted herein for informational purposes only. Schools serving the site in the 2021-22 school year are Elementary – Oakridge, Dania, Collins, and Bethune Mary; Middle - Attucks and Olsen; High – South Broward and Hollywood Hills. Based on the District's Public School Concurrence Planning Document, all the schools are operating below the adopted LOS of the higher of 100% gross capacities or 110% permanent capacities in the 2021-22 school year.

Incorporating the cumulative students anticipated from approved and vested developments anticipated to be built within the next three years (2021-22 – 2023-24), all the schools are anticipated to operate below the adopted LOS of the higher of 100% gross capacities or 110% permanent capacities through the 2023-24 school year. It should be noted that the permanent school capacity or Florida Inventory of School Housing (FISH) for the impacted schools reflects compliance with the class size constitutional amendment and the permanent capacity additions that are planned for the schools within the first three years of the Five-Year Adopted DEFP, FY 2021-22 – 2025-26. Also, to ensure maximum utilization of the impacted Concurrence Service Areas, the Board may utilize other options such as school boundary changes to accommodate students generated from developments in the County. Charter schools located within a two-mile radius of the site in the 2021-22 school year are depicted herein. Capital Improvements scheduled in the long range section (2026-27 to 2030-31) of the currently Adopted DEFP, FY 2021-22 - 2025-26 regarding pertinent impacted schools are depicted above. Based on the School District's Seven Long Range Planning Areas, the amendment site is located within School District Planning Area "1" and the elementary, middle and high schools currently serving Planning Area "1" and their cumulative twentieth day student enrollments, permanent capacities and ten-year student enrollment projections are depicted herein. Therefore, Planning Area "1" is anticipated to have sufficient excess capacity to support the students generated by the residential units proposed in the Planning Area. Please be advised that if approved, the units from this project will be subject to a public school concurrency review at the plat, site plan (or functional equivalent) phase of development review, whichever comes first. Please be advised that mitigation for the student impacts anticipated from LUPA PC 03-6 and LUPA PC 09-5 are addressed in the Educational Mitigation Agreements between Broward County, the City of Dania Beach, and the School Board of Broward County, Florida. Since the application for LUPA PCT 22-7 incorporates additional residential unit within the Activity Center, the Agreements must be amended to address the anticipated additional student impacts from PCT 22-7. Therefore, staff recommends that approval of LUPA PCT 22-7 should be conditioned upon amendment of the Agreements.

INFORMATION CONTAINED HEREIN IS CURRENT AS OF THE DATE OF REVIEW

The School Board of Broward County, Florida
SCHOOL CONSISTENCY REVIEW REPORT
PROJECT NUMBER: SBBC-875-2010

2/19/2024

Date

Reviewed By:

Glennika D. Gordon

Signature

Glennika D. Gordon, AICP

Name

Planner

Title